CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, August 4, 2026

415 DIAMOND STREET, REDONDO BEACH

CITY COUNCIL CHAMBER

THE CITY COUNCIL PUBLIC MEETINGS ARE CONDUCTED IN THE COUNCIL CHAMBER UNLESS OTHERWISE NOTICED BEFOREHAND. 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

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.

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://redondo.zoomgov.com/webinar/register/WN_oEejVUXuS062EornZjMlsA
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. 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. 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.

D. 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.

E. RECESS TO CLOSED SESSION

E.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:
Management and Confidential Employee Group

E.2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Elizabeth Hause, Waterfront & Community Services Director
Katherine Buck, Waterfront & Economic Development Manager

PROPERTY:
Basin 3 Slips, Redondo Beach, CA 90277
(a portion of APN: 7505-002-932)

NEGOTIATING PARTIES:
Various Tenants

UNDER NEGOTIATION:
Price

E.3. 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:
Californians for Homeownership, Inc. v. City of Redondo Beach
Case Number: 26STCP02197

E.4. 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:
Galaxy Holding, LLC and Californians for Homeownership, Inc. v. City of Redondo Beach; and DOES 1-10, inclusive
Case Number: 26STCP02642

E.5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(2).

One potential case (Notice of Violation received from the Los Angeles Regional Water Quality Control Board dated June 24, 2026, attached as part of the Agenda packet).

E.6. 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: AES Southland Development, LLC and AES Redondo Beach, LLC v. California Coastal Commission
Case Number: BS157789

E.7. 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: New Commune DTLA, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, et al.
Case Number: B337897

E.8. 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:
New Commune DTLA LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; and DOES 1 through 100, inclusive
Case Number: 23STCV10146

E.9. 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:
9300 Wilshire, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development; and DOES 1 through 100, inclusive
Case Number: 23STCP02189

E.10. 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:
Yes in My Back Yard, a California nonprofit corporation; SONJA TRAUSS, an individual v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, and DOES 1 through 25 inclusive
Case Number: 23TRCP00325

E.11. 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:
In re 9300 Wilshire LLC
Bankruptcy C.D. Cal. Case Number: 2:23-bk-10918-ER

E.12. 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:
In re 9300 Wilshire, LLC (9300 Wilshire, LLC et al. v. AES-Redondo Beach, LLC)
Bankruptcy C.D. Cal. Case Number: 2:23-ap-01163-ER

F. RECONVENE TO OPEN SESSION

G. ROLL CALL

H. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

I. ADJOURN TO REGULAR MEETING

6:00 PM - OPEN SESSION - REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. SALUTE TO THE FLAG AND INVOCATION

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/ AB 1234 TRAVEL EXPENSE REPORTS

E. APPROVE ORDER OF AGENDA

F. AGENCY RECESS

F.1. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

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 AUGUST 4, 2026

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. PAYROLL DEMANDS
EFT/ACH $11,091.01, PD. 7/3/26 (PP2614)
EFT/ACH $11,091.01, PD. 7/17/26 (PP2615)
EFT/ACH $495,192.21, PD. 7/27/26 (PP2614)

ACCOUNTS PAYABLE DEMANDS
CHECKS 125698-125853 IN THE AMOUNT OF $1,845,522.52
EFT CALPERS MEDICAL INSURANCE $566,483.06
EFT LACMTA $386,100.00
DIRECT DEPOSIT 100010677-100010761 IN THE AMOUNT OF $103,873.77, PD.7/31/26

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.5. APPROVE CONTRACTS UNDER $35,000:

1. APPROVE AN AGREEMENT WITH LIEBERT CASSIDY WHITMORE FOR SPECIAL SERVICES TO PROVIDE GROUP TRAINING AS A MEMBER OF THE EMPLOYMENT RELATIONS CONSORTIUM IN AN AMOUNT NOT TO EXCEED $5,045 FOR THE TERM JULY 1, 2026 TO JUNE 30, 2027

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

2. APPROVE A CHECK-IN CENTER PLAN AGREEMENT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR USE OF THE REDONDO BEACH PERFORMING ARTS CENTER PARKING LOT (5 SPACES) FOR ELECTION WORKERS TO CHECK IN ELECTION MATERIALS FOR THE NOVEMBER 3, 2026 GENERAL ELECTION AT NO COST TO THE CITY FOR THE TERM OCTOBER 24, 2026 TO NOVEMBER 3, 2026

CONTACT: ELEANOR MANZANO, CITY CLERK

3. APPROVE A VOTE CENTER FACILITY USE AGREEMENT AND THE SAFE ELECTION PLAN WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR USE OF THE ALTA VISTA PARK COMMUNITY CENTER FOR THE NOVEMBER 3, 2026 GENERAL ELECTION AT NO COST TO THE CITY FOR THE TERM AUGUST 4, 2026 TO NOVEMBER 6, 2026

CONTACT: ELEANOR MANZANO, CITY CLERK

H.6. APPROVE A PROJECT SERVICES AGREEMENT WITH 72 HOUR LLC, DBA WATSONVILLE FLEET GROUP TO PURCHASE AND UPFIT TWO 2027 RAM 4500 MEDIUM DUTY COMMERCIAL TRUCKS CONFIGURED AS PARAMEDIC SQUADS, FOR USE BY THE FIRE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED $571,365.44

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.7. APPROVE AN AGREEMENT WITH SAN PEDRO SIGN COMPANY FOR THE KING HARBOR GATEWAY SIGN REPLACEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED $158,786 AND THE TERM AUGUST 4, 2026 TO AUGUST 3, 2027

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

H.8. APPROVE A SECOND AMENDMENT TO THE AGREEMENT WITH MNS ENGINEERS, INC. FOR ADMINISTRATIVE AND INSPECTION SERVICES TO SUPPORT ADMINISTRATION OF THE CITY'S HOUSING PROGRAMS FOR AN AMOUNT NOT TO EXCEED $59,805

CONTACT: ELIZABETH HAUSE, WATERFRONT AND COMMUNITY SERVICES DIRECTOR

H.9. ACCEPT AS COMPLETE THE SCE ROW WEST OF PCH LANDSCAPE IMPROVEMENTS PROJECT, JOB NO. 30850, AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER, AND AUTHORIZE RELEASE OF THE FINAL RETENTION PAYMENT UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED ON THE PROJECT

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.10. ADOPT BY 4/5THS VOTE AND TITLE ONLY RESOLUTION NO. CC-2608-060 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2026-2027 BUDGET MODIFICATION TO APPROPRIATE $7,929.13 IN GRANT FUNDS AWARDED BY THE BUREAU OF JUSTICE ASSISTANCE UNDER THE 2025 PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP PROGRAM TO THE INTERGOVERNMENTAL GRANTS FUND

CONTACT: STEPHEN SPRENGEL, CHIEF OF POLICE

H.11. APPROVE A CONSULTING SERVICES AGREEMENT WITH Z & K CONSULTANTS, FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FULTON PLAYFIELD MULTI-BENEFIT INFILTRATION PROJECT, JOB NO. 60280, FOR AN AMOUNT NOT TO EXCEED $323,536 AND THE TERM AUGUST 4, 2026 TO AUGUST 3, 2028

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.12. APPROVE AN AGREEMENT WITH THE DEPARTMENT OF CALIFORNIA HIGHWAY PATROL FOR A CANNABIS TAX FUND GRANT PROGRAM AWARD IN THE AMOUNT OF $63,627.20 FOR THE TERM JULY 1, 2026 THROUGH JUNE 30, 2027 TO SUPPORT THE POLICE DEPARTMENT'S ENFORCEMENT OF LAWS RELATED TO IMPAIRED DRIVING

APPROVE BY TITLE ONLY RESOLUTION NO. CC- 2608-061 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ACCEPTING GRANT FUNDS IN THE AMOUNT OF $63,627.20 FROM THE STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, UNDER THE CANNABIS TAX FUND GRANT PROGRAM; APPROVING THE CANNABIS TAX FUND GRANT PROGRAM AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

APPROVE BY 4/5THS VOTE AND TITLE ONLY RESOLUTION NO. CC- 2608-062 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2026-2027 BUDGET MODIFICATION TO APPROPRIATE $63,627.20 IN CANNABIS TAX FUND GRANT PROGRAM AWARD FUNDS FROM THE STATE OF CALIFORNIA, DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, TO THE INTERGOVERNMENTAL GRANTS FUND

CONTACT: STEPHEN SPRENGEL, CHIEF OF POLICE

H.13. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2608-063, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE HOURLY PARKING RATE AT THE PIER AND PLAZA PARKING STRUCTURES AND THE MARINA PARKING LOT FROM $2.00 TO $2.25 PER HOUR, EFFECTIVE AUGUST 20, 2026, CONSISTENT WITH THE EFFECTIVE DATE OF THE CITYWIDE PARKING METER RATE INCREASE UNDER ORDINANCE NO. 3313-26

CONTACT: ELIZABETH HAUSE, WATERFRONT AND COMMUNITY SERVICES DIRECTOR

H.14. APPROVE THE NOMINATION OF FAISAL HASHMI TO SERVE AS THE REDONDO

BEACH PRIVATE SECTOR REPRESENTATIVE FOR THE SOUTH BAY WORKFORCE INVESTMENT BOARD (SBWIB) FOR A FOUR-YEAR TERM FROM JULY 1, 2026 THROUGH JUNE 30, 2030

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

H.15. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2608-064, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING THE SALARY RANGE FOR THE POSITION OF PUBLIC WORKS ADMINISTRATIVE MANAGER

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.16. APPROVE AN AGREEMENT WITH PARKMOBILE, LLC TO CONTINUE THE MOBILE PHONE PARKING PAYMENT APPLICATION SERVICE AS AN OPTION FOR THE PUBLIC TO PAY PARKING METER AND PAY STATION FEES AT A COST TO THE CITY OF $0.20 + 3% OF EACH TRANSACTION AMOUNT (ESTIMATED TO TOTAL APPROXIMATELY $40,000 PER YEAR), WITH AN ANNUAL SERVICE FEE INCREASE, FOR THE TERM AUGUST 4, 2026 THROUGH AUGUST 3, 2029, WITH TWO AUTOMATIC YEARLY RENEWALS UNLESS TERMINATED BY EITHER PARTY

CONTACT: STEPHEN SPRENGEL, CHIEF OF POLICE

H.17. APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE REDONDO BEACH UNIFIED SCHOOL DISTRICT FOR THE USE OF ELEMENTARY SCHOOL CAMPUSES FOR THE CITY'S AFTER SCHOOL PROGRAM

CONTACT: ELIZABETH HAUSE, WATERFRONT AND COMMUNITY SERVICES DIRECTOR

H.18. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2608-065, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO QUALITY SEAFOOD, INC.

APPROVE A LEASE WITH QUALITY SEAFOOD, INC. FOR THE PROPERTY LOCATED AT 100-130 INTERNATIONAL BOARDWALK FOR THE TERM MAY 1, 2026 THROUGH JUNE 30, 2036

CONTACT: ELIZABETH HAUSE, WATERFRONT AND COMMUNITY SERVICES DIRECTOR

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.

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

L.1. PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE GENERAL PLAN LAND USE ELEMENT, ZONING ORDINANCE, LOCAL COASTAL PROGRAM, AND COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE AND AN ADDENDUM TO THE CERTIFIED PROGRAM ENVIRONMENTAL IMPACT REPORT FOR THE FOCUSED GENERAL PLAN UPDATE PERTAINING TO THE PROPOSED AMENDED C-2 AND C-2-PD DEVELOPMENT STANDARDS AND ROOF TOP DINING REGULATIONS

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2608-066 ADOPTING AN ADDENDUM TO THE CERTIFIED PROGRAM ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NUMBER 2023050732) FOR THE REDONDO BEACH FOCUSED GENERAL PLAN UPDATE, ZONING ORDINANCE UPDATE AND LOCAL COASTAL PROGRAM AMENDMENT PERTAINING TO THE PROPOSED C-2 AND C-2-PD DEVELOPMENT STANDARD AMENDMENTS AND ROOF TOP DINING REGULATIONS WITHIN THE ARTESIA AND AVIATION CORRIDOR AREA PLAN

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2608-067 UPDATING THE GENERAL PLAN LAND USE ELEMENT TO IMPLEMENT A LAND USE PLAN, GOALS, POLICIES, AND IMPLEMENTATION MEASURES THAT SERVE AS THE FRAMEWORK TO EXPRESS THE COMMUNITY'S DESIRED FUTURE FOR GROWTH AND DEVELOPMENT OVER THE SUBSEQUENT 20-30 YEARS

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2608-068 AMENDING THE COASTAL LAND USE PLAN OF THE CITY'S LOCAL COASTAL PROGRAM TO MAKE CONSISTENT AND IMPLEMENT THE CITY'S UPDATED GENERAL PLAN LAND USE ELEMENT AND DIRECTING STAFF TO SUBMIT THE AMENDED COASTAL LAND USE PLAN TO THE COASTAL COMMISSION

INTRODUCE BY TITLE ONLY ORDINANCE NO. CC-3314-26 AMENDING TITLE 10 PLANNING AND ZONING, CHAPTER 2 ZONING AND LAND USE OF THE REDONDO BEACH MUNICIPAL CODE FOR CONSISTENCY WITH AND TO IMPLEMENT THE UPDATE TO THE CITY'S GENERAL PLAN LAND USE ELEMENT INCLUSIVE OF THE LAND USE PLAN, GOALS, POLICIES, AND IMPLEMENTATION MEASURES

INTRODUCE BY TITLE ONLY ORDINANCE NO. CC-3315-26 AMENDING TITLE 10 PLANNING AND ZONING, CHAPTER 5 COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE OF THE REDONDO BEACH MUNICIPAL CODE FOR CONSISTENCY WITH AND TO IMPLEMENT THE UPDATE TO THE CITY'S GENERAL PLAN LAND USE ELEMENT INCLUSIVE OF THE LAND USE PLAN, GOALS, POLICIES, AND IMPLEMENTATION MEASURES

PROCEDURES

1. Open the public hearing, take testimony
2. Close the public hearing
3. Adopt Resolution No. CC-2608-066, adopting an Addendum to the Certified Program Environmental Impact Report (State Clearinghouse Number 2023050732) for the Redondo Beach Focused General Plan Update, Zoning Ordinance update and Local Coastal Program Amendment
4. Adopt Resolution No. CC-2608-067, amending the General Plan Land Use Element

5. Adopt Resolution No. CC-2608-068, amending the Coastal Land Use Plan of the City's Local Coastal Program
6. Introduce for first reading Ordinance No. CC-3314-26, amending Title 10, Chapter 2 Zoning and Land Use of the Redondo Beach Municipal Code
7. Introduce for first reading Ordinance No. CC-3315-26, amending Title 10, Chapter 5 Coastal Land Use Plan Implementing Ordinance of the Redondo Municipal Code

CONTACT: MARC WEINER, COMMUNITY DEVELOPMENT DIRECTOR

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION REGARDING RESOLUTIONS, CALLING A SPECIAL ELECTION BY CONSOLIDATING WITH THE LA COUNTY STATEWIDE GENERAL ELECTION HELD ON TUESDAY, NOVEMBER 3, 2026 TO PLACE A BALLOT MEASURE REQUIRED BY ARTICE XXVII MAJOR CHANGES IN ALLOWABLE LAND USE

ADOPT BY TITLE ONLY RESOLUTION CC-2608-057, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, CALLING FOR THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE SUBMISSION TO THE VOTERS A CITY MEASURE RELATING TO MAJOR CHANGES IN ALLOWABLE LAND USE PURSUANT TO ARTICLE XXVII OF THE CITY CHARTER

ADOPT BY TITLE ONLY RESOLUTION CC-2608-058, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO § 10403 OF THE CALIFORNIA ELECTIONS CODE FOR A PROPOSED CITY MEASURE

ADOPT BY TITLE ONLY RESOLUTION CC-2608-059, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENT(S) AND REBUTTAL ARGUMENTS, AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS REGARDING A CITY MEASURE REGARDING MAJOR CHANGES IN ALLOWABLE LAND USE PURSUANT TO ARTICLE XXVII OF THE CITY CHARTER TO BE SUBMITTED AT A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, AS CALLED BY RESOLUTION NO CC-2608-057

CONTACT: ELEANOR MANZANO, CITY CLERK

N.2. DISCUSSION AND POSSIBLE ACTION REGARDING RECOMMENDED CHANGES TO THE SCOPE OF WORK FOR CALTRANS' PCH IMPROVEMENT PROJECT AT PALOS VERDES BOULEVARD

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

N.3. DISCUSSION AND POSSIBLE ACTION REGARDING TERMINATION OF THE GATE WAVE ART PROJECT AND REALLOCATION OF THE $275,000 OF PROJECT

FUNDS TO OTHER POTENTIAL PUBLIC ART PROJECTS

CONTACT: ELIZABETH HAUSE, WATERFRONT AND COMMUNITY SERVICES DIRECTOR

O. CITY MANAGER ITEMS

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND CONSIDERATION OF MAYOR APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS DUE TO VACANCIES

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:
Management and Confidential Employee Group

R.2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Elizabeth Hause, Waterfront & Community Services Director
Katherine Buck, Waterfront & Economic Development Manager

PROPERTY:
Basin 3 Slips, Redondo Beach, CA 90277
(a portion of APN: 7505-002-932)

NEGOTIATING PARTIES:
Various Tenants

UNDER NEGOTIATION:
Price

R.3. 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:
Californians for Homeownership, Inc. v. City of Redondo Beach
Case Number: 26STCP02197

R.4. 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:
Galaxy Holding, LLC and Californians for Homeownership, Inc. v. City of Redondo Beach; and DOES 1-10, inclusive
Case Number: 26STCP02642

R.5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(2).

One potential case (Notice of Violation received from the Los Angeles Regional Water Quality Control Board dated June 24, 2026, attached as part of the Agenda packet).

R.6. 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: AES Southland Development, LLC and AES Redondo Beach, LLC v. California Coastal Commission
Case Number: BS157789

R.7. 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: New Commune DTLA, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, et al.
Case Number: B337897

R.8. 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:
New Commune DTLA LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; and DOES 1 through 100, inclusive
Case Number: 23STCV10146

R.9. 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:
9300 Wilshire, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development; and DOES 1 through 100, inclusive
Case Number: 23STCP02189

R.10. 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:
Yes in My Back Yard, a California nonprofit corporation; SONJA TRAUSS, an individual v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, and DOES 1 through 25 inclusive
Case Number: 23TRCP00325

R.11. 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:
In re 9300 Wilshire LLC
Bankruptcy C.D. Cal. Case Number: 2:23-bk-10918-ER

R.12. 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:
In re 9300 Wilshire, LLC (9300 Wilshire, LLC et al. v. AES-Redondo Beach, LLC)
Bankruptcy C.D. Cal. Case Number: 2:23-ap-01163-ER

S. RECONVENE TO OPEN SESSION

T. ROLL CALL

U. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

V. ADJOURNMENT

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:00 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, August 11, 2026, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

Administrative Report

E.1., **File #** 26-0879 **Meeting Date:** 8/4/2026

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:
Management and Confidential Employee Group

Administrative Report

E.2., **File #** 26-0898 **Meeting Date:** 8/4/2026

TITLE

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Elizabeth Hause, Waterfront & Community Services Director
Katherine Buck, Waterfront & Economic Development Manager

PROPERTY:
Basin 3 Slips, Redondo Beach, CA 90277
(a portion of APN: 7505-002-932)

NEGOTIATING PARTIES:
Various Tenants

UNDER NEGOTIATION:
Price

Administrative Report

E.3., **File #** 26-0887 **Meeting Date:** 8/4/2026

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:
Californians for Homeownership, Inc. v. City of Redondo Beach
Case Number: 26STCP02197

Administrative Report

E.4., **File #** 26-0888 **Meeting Date:** 8/4/2026

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:
Galaxy Holding, LLC and Californians for Homeownership, Inc. v. City of Redondo Beach; and DOES 1-10, inclusive
Case Number: 26STCP02642

Administrative Report

E.5., **File #** 26-0917 **Meeting Date:** 8/4/2026

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

One potential case (Notice of Violation received from the Los Angeles Regional Water Quality Control Board dated June 24, 2026, attached as part of the Agenda packet).

EXHIBIT "1" – NOTICE OF VIOLATION

Effluent Limit Violations

Violation Date	Monitoring Period	Monitoring Location	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious / Chronic	Water Code Section 13385	Penalty
12/23/24	4th Quarter 2024	M-001	Daily Maximum	MBAS	1	0.5	mg/l	1	100%	Serious	(h)1	$3,000

Total: $3,000

Administrative Report

E.6., **File #** 26-0907 **Meeting Date:** 8/4/2026

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: AES Southland Development, LLC and AES Redondo Beach, LLC v. California Coastal Commission
Case Number: BS157789

Administrative Report

E.7., **File #** 26-0908 **Meeting Date:** 8/4/2026

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: New Commune DTLA, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, et al.
Case Number: B337897

Administrative Report

E.8., **File #** 26-0909 **Meeting Date:** 8/4/2026

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:
New Commune DTLA LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; and DOES 1 through 100, inclusive
Case Number: 23STCV10146

Administrative Report

E.9., **File #** 26-0910 **Meeting Date:** 8/4/2026

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:
9300 Wilshire, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development; and DOES 1 through 100, inclusive
Case Number: 23STCP02189

Administrative Report

E.10., **File #** 26-0912 **Meeting Date:** 8/4/2026

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:
Yes in My Back Yard, a California nonprofit corporation; SONJA TRAUSS, an individual v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, and DOES 1 through 25 inclusive
Case Number: 23TRCP00325

Administrative Report

E.11., **File #** 26-0915 **Meeting Date:** 8/4/2026

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:
In re 9300 Wilshire LLC
Bankruptcy C.D. Cal. Case Number: 2:23-bk-10918-ER

Administrative Report

E.12., **File #** 26-0916 **Meeting Date:** 8/4/2026

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:
In re 9300 Wilshire, LLC (9300 Wilshire, LLC et al. v. AES-Redondo Beach, LLC)
Bankruptcy C.D. Cal. Case Number: 2:23-ap-01163-ER

Administrative Report

F.1., **File #** 26-0897 **Meeting Date:** 8/4/2026

TITLE

REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

AGENDA
REGULAR MEETING
REDONDO BEACH COMMUNITY FINANCING AUTHORITY
TUESDAY, AUGUST 4, 2026 - 6:00 P.M.
REDONDO BEACH CITY COUNCIL CHAMBERS
415 DIAMOND STREET

The Community Financing Authority, a joint powers authority was formed on January 31, 2012, for the purpose of assisting in providing financing, for purposes which are authorized by law and which could finance, lease, own, operate and maintain public capital improvements for any of its members, or to be owned by any of its members.

CITY OF REDONDO BEACH
PUBLIC PARTICIPATION GUIDELINES
AND RULES OF CONDUCT

HOW TO PARTICIPATE – The City of Redondo Beach welcomes and encourages public participation in public city meeting. Members of the public are invited to participate in public meetings in person, via Zoom, by e-comments, and by email. All public meetings provide the public the ability to comment on Non-Agenda items and on agenda items being deliberated by the City Council.

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS – Each agenda includes an agenda item for "Public Participation on Non-Agenda Items". During this agenda item, the public may speak on any matter so long as the matter is:

1. Under the jurisdiction of the City Council; and,
2. Is not a matter already agendized during the same meeting.

Each speaker is allotted three minutes to speak under Public Participation on Non-Agenda Items. Each speaker may only speak once. And the time allocated to Public Participation on Non-Agenda Items is limited to 30 minutes.

The Mayor will recognize speakers by alternating, speaker-by-speaker, between (i) members of the public attending in person (with speakers who have submitted written speaking cards to be recognized first, followed by members of the public attending in person who have not submitted written speaking cards), on the one hand, and (ii) members of the public attending via Zoom on the other hand.

Pursuant to provisions of the Brown Act, the body is prohibited from deliberating and taking action on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The body may make a "Referral to Staff" related to public comment during that agenda item.

PUBLIC PARTICIPATION ON AGENDA ITEMS – For each agendized matter deliberated by the City Council, the Mayor will invite public comment at the appropriate time. Any member of the public may speak to the matter under discussion during this period provided the comments directly address the agenda item. Each speaker is allotted three minutes to speak to each agenda item. Each speaker may only speak once on each agenda item. The Mayor will recognize speakers by alternating, speaker-by-speaker, between (i) members of the public attending in person (with speakers who have submitted written speaking cards to be recognized first, followed by members of the public attending in person who have not submitted written speaking cards), on the one hand, and (ii) members of the public attending via Zoom on the other hand.

PUBLIC PARTICIPATION RULES OF CONDUCT AND DECORUM – The City of Redondo Beach recognizes and respects the right of freedom of speech, but rules of conduct and decorum must be observed so that attendees can be heard, and the City Council can conduct its meeting and deliberate and address items before the Council. **Any person or group that engages in disorderly or disruptive conduct that impedes the meeting may be asked to leave, or be removed, and the Mayor may clear the room and continue without an audience, or the City Council may adjourn the meeting.**

1. Speakers shall restrict their comments to the specific agenda item that they are speaking on or, on

Non-Agenda Items, to matters within the Body's subject matter jurisdiction. Speakers should confine their remarks to those which are relevant to the subject under consideration. Speakers who do not follow these rules will be asked to cease, and if they do not comply, they will be ruled out of order on the grounds of relevancy and asked to leave the podium and possibly the meeting.

2. All comments should be addressed to the Body and not to other speakers or the audience.

3. Meeting attendees should act with dignity and respect and refrain from the use of profanity and obscenities in speech, on signs, and on clothing.

4. Meeting attendees shall be seated, when seating is available, unless recognized by the Mayor as a speaker or unless entering or leaving, or moving to and from a location within, the Council Chambers in a manner that does not seek to intimidate other attendees or block views of the proceedings. Meeting attendees shall strive to remain quiet during the proceedings and shall not hold up placards or signs that block the views of other attendees. Attendees may show support or opposition by silently raising and waving both hands for support (as opposed to clapping or cheering) or showing a "thumbs down" in opposition (as opposed to booing).

5. Disruptive and/or disorderly actions and behaviors by members of the public that may result in removal from the meeting are those that actually disrupt, disturb, impede or render infeasible the orderly conduct of the meeting and include, but are not limited to:

    a. Refusal to leave the podium after the allotted time is exceeded.
    b. Refusal to leave the podium after the Mayor has determined that the comments are beyond the jurisdiction of the City Council and/or do not pertain to the matter under consideration in an agenda item.
    c. Blocking the view or access of other attendees by standing, occupying the aisles, or by holding up a card a sign or placard that blocks the views of other members of the public, or by other obstruction of public views.
    d. Addressing the Council without being recognized by the Mayor.
    e. Yelling, screaming, making loud or unusual noises, or interrupting a recognized speaker.
    f. Interfering with another attendees' ability to participate.
    g. Intimidating or threatening behavior.
    h. Refusal to heed to a call to order.
    i. Failure to cease and desist disruptions when requested by the Mayor.
    j. Entering a non-public area of the Council chambers without the permission of the Mayor.
    k. Failure to leave Council Chambers upon being ejected by the Mayor for violation of the Rules of Conduct.
    l. Failure to clear the City Council Chamber upon order of the Mayor pursuant to Government Code 54957.9 or other applicable law.
    m. Use of "Hate Speech" (*i.e.,* statements whose sole purpose is to attack, demean, and denigrate an individual or group based on race, religion, sexual orientation, ethnicity, nationality, or disability) that disrupts the meeting.

Individuals or groups participating via Zoom or other electronic means that disrupt, disturb, impede, or render infeasible the orderly conduct of the meeting, or who fail to follow the direction of the Mayor, may be silenced or removed from the meeting by the City Clerk or the City Clerk's representative at the direction of the Mayor.

No person, other than City elected officials and staff, shall enter the non-public area of the Council Chambers (which is defined as the area of the dais (which includes the desks of the City elected officials and staff), the well of the dais (which includes the area immediately in front of, inside, and along the sides of, the dais), and the area in front of the podium), during, or immediately before or after, a meeting of the Body, without the consent of the Mayor.

REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY - 6:00 P.M.

CALL MEETING TO ORDER

ROLL CALL

A. APPROVAL OF ORDER OF AGENDA

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION

B1. BLUE FOLDER ITEMS

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.

C. CONSENT CALENDAR

Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Authority Members 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 following Oral Communications.

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Community Financing Authority meeting of August 4, 2026.

C2. APPROVAL OF MOTION TO READ BY TITLE ONLY and waive further reading of all Ordinances and Resolutions listed on the agenda.

C3. APPROVAL OF MINUTES

a. Regular Meeting of July 7, 2026.

C4. APPROVAL OF CHECK NUMBERS 000591-000593 IN THE AMOUNT OF $25,365.69.

D. EXCLUDED CONSENT CALENDAR ITEMS

E. 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 Community Financing Authority. Each speaker will be permitted to speak only once.

F. EX PARTE COMMUNICATIONS

G. PUBLIC HEARINGS

H. OLD BUSINESS

I. NEW BUSINESS

J. MEMBERS ITEMS AND REFERRALS TO STAFF

K. ADJOURNMENT

The next meeting of the Redondo Beach Community Financing Authority will be a regular meeting to be held at 6:00 p.m. on Tuesday, September 1, 2026, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

It is the intention of the City of Redondo Beach to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant of this meeting you will need special assistance beyond what is normally provided, the City will attempt to

accommodate you in every reasonable manner. Please contact the City Clerk's Office at (310) 318-0656 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis. An Agenda Packet is available 24 hours a day at www.redondo.org under the City Clerk and during City Hall hours. Agenda Packets are also available for review in the Office of the City Clerk.

Any writings or documents provided to a majority of the members of the Authority regarding any item on this agenda will be made available for public inspection at the City Clerk's Counter at City Hall located at 415 Diamond Street during normal business hours

REDONDO BEACH

City Clerk
415 Diamond Street
Redondo Beach CA 90277

Tel: 310.318.0656

Redondo.org

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	Community Financing Authority
Posting Type	Regular Meeting Agenda
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ Adjacent to Council Chambers
Meeting Date & Time	August 4, 2026 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
Redondo Beach Community Financing Authority

Date: July 31, 2026

MOTION TO READ BY TITLE ONLY

and waive further reading of all

Ordinances and Resolutions on the Agenda.

Recommendation - Approve

REGULAR MEETING OF THE REDONDO BEACH COMMUNITY FINANCING AUTHORITY

CALL MEETING TO ORDER

Chair Light called a Regular Meeting of the Redondo Beach Community Financing Authority (RBCFA) to order at 6:33 p.m. in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

ROLL CALL

RBCFA Members Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Chair Light
RBCFA Members Absent:	None
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Derek Kalish, Assistant City Clerk

A. APPROVAL OF ORDER OF AGENDA

Chair Light did not ask for a motion to approve the order of agenda.

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION - None

B.1. BLUE FOLDER ITEMS – None

C. CONSENT CALENDAR

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Community Financing Authority meeting of July 7, 2026.

C2. APPROVAL OF MOTION TO READ BY TITLE ONLY and waive further reading of all Ordinances and Resolutions listed on the agenda.

C3. APPROVAL OF MINUTES

a. Regular Meeting of June 2, 2026.

C4. APPROVAL OF CHECK NUMBERS 000587-000590 IN THE AMOUNT OF $37,463.98.

Motion by Member Kaluderovic, seconded by Member Castle, to approve the Consent Calendar in its totality.

Chair Light invited public comment.

City Clerk Manzano reported no eComments and no one online.

Motion carried 5-0 by voice vote.

D. EXCLUDED CONSENT CALENDAR ITEMS – None

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Chair Light asked if anyone from the public wanted to speak on non-agenda items.

City Clerk Manzano reported no one online and no eComments.

F. EX PARTE COMMUNICATIONS - None

G. PUBLIC HEARINGS - None

H. OLD BUSINESS - None

I. NEW BUSINESS - None

J. MEMBERS ITEMS AND REFERRALS TO STAFF - None

K. ADJOURNMENT – 6:35 P.M.

Motion by Member Castle, seconded by Member Obagi, to adjourn to the regular City Council meeting at 6:35 p.m.

Motion carried 5-0 by voice vote.

The next meeting of the Redondo Beach Community Financing Authority will be a Regular Meeting to be held at 6:00 p.m. on Tuesday, August 4, 2026, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

All written comments submitted via eComment are included in the record and available for public review on the City website.

Respectfully submitted,

_____

Eleanor Manzano, CMC
City Clerk

Administrative Report

Authority Action Date: August 4, 2026

To: **CHAIRMAN & MEMBERS OF THE COMMUNITY FINANCING AUTHORITY**

From: **STEPHANIE MEYER, FINANCE DIRECTOR**

Subject: **CHECK APPROVAL**

RECOMMENDATION

Approve check numbers 000591-000593 in the total amount of $25,365.69.

EXECUTIVE SUMMARY

The attached Summary Check Register lists check 000591 in the amount of $1,196.79, 000592 in the amount of $1,824.49, and 000593 in the amount of $22,344.41 for a total amount of $25,365.69 to reimburse the City for expenses paid by the City on behalf of the Community Financing Authority.

BACKGROUND

The Redondo Beach Public Financing Authority ("PFA"), a joint powers authority, was formed on June 25, 1996, to provide financing for capital improvement projects. The former Redevelopment Agency of the City Redondo Beach, now known as the Successor Agency ("Agency"), joined with the City to form the PFA. The PFA operated rental property and issued bonds to provide funds for public capital improvements. The PFA has the same governing board as the City, which also performs all accounting and administrative functions for the PFA. With the elimination of the City's Redevelopment Agency, the Public Financing Authority has been renamed the Community Financing Authority ("CFA").

In 1997, the City leased the Pier pad known as 500 Fisherman's Wharf to the PFA. The PFA leased the site and acts as building owner and landlord to its tenant, RUI One Corp. ("RUI" dba Kincaid's). In negotiating the lease, the City was to own the building, but did not have the funding available to build the building. RUI had the ability to build the restaurant building at a lower cost than the City, and the PFA was able to obtain a loan to purchase the building. Thus, RUI built the restaurant building and the PFA utilized loan funds to purchase the building from RUI at completion.

Per the lease agreement, the City is responsible for the cost of monthly service costs for water, sewer, and trash; possessory interest taxes; common area expenses as defined;

and the repairs to the structural portions of the Building. On a monthly basis, the City is reimbursed for such expenses by the CFA.

Payments to the City of Redondo Beach on check numbers 000591 and 000592 are for reimbursement of the June 2026 water utilities bill ($1,196.79) and the July 2026 water utilities bill ($1,824.49), respectively. Check number 000593 is for the FY 2025-26 Q4 Internal Service Fund (ISF) reimbursement ($22,344.41).

COORDINATION

Disbursement of the checks will be coordinated with Financial Services.

FISCAL IMPACT

Check number 000591 to 000593 total $25,365.69.

Submitted by:
Stephanie Meyer, Finance Director

Approved for forwarding by:
Mike Witzansky, City Manager

Attachment:
- Summary Check Register

COMMUNITY FINANCING AUTHORITY
Summary Check Register

DATE	CHECK NO	AMOUNT	PAYEE	DESCRIPTION
08/04/26	000591	$ 1,196.79	City of Redondo Beach	Reimbursement (Water Utilities)-June 2026
08/04/26	000592	$ 1,824.49	City of Redondo Beach	Reimbursement (Water Utilities)-July 2026
08/04/26	000593	$ 22,344.41	City of Redondo Beach	Reimbursement FY25-26 Q4 ISF Allocation
		$ 25,365.69		

Administrative Report

G.1., **File #** 26-0889 **Meeting Date:** 8/4/2026

TITLE

For Blue Folder Documents Approved at the City Council Meeting

Administrative Report

H.1., **File #** 26-0890 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF AUGUST 4, 2026

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	August 4, 2026	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: July 31, 2026

Administrative Report

H.2., **File #** 26-0891 **Meeting Date:** 8/4/2026

TITLE

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

Administrative Report

H.3., **File #** 26-0892 **Meeting Date:** 8/4/2026

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.4., **File #** 26-0874 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

PAYROLL DEMANDS
EFT/ACH $11,091.01, PD. 7/3/26 (PP2614)
EFT/ACH $11,091.01, PD. 7/17/26 (PP2615)
EFT/ACH $495,192.21, PD. 7/27/26 (PP2614)

ACCOUNTS PAYABLE DEMANDS
CHECKS 125698-125853 IN THE AMOUNT OF $1,845,522.52
EFT CALPERS MEDICAL INSURANCE $566,483.06
EFT LACMTA $386,100.00
DIRECT DEPOSIT 100010677-100010761 IN THE AMOUNT OF $103,873.77, PD.7/31/26

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

- 08042026_RECOMMENDATION_TO_APPROVE
- 08042026_VENDOR_INVOICE_LIST

RECOMMENDATION TO APPROVE
PAYROLL AND ACCOUNTS PAYABLE
COUNCIL MEETING AUGUST 4, 2026

a. Payroll Demands

- **EFT/ACH $11,091.01, Pd. 7/3/26 (PP2614)**
- **EFT/ACH $11,091.01, Pd. 7/17/26 (PP2615)**
- **EFT/ACH $495,192.21, Pd. 7/27/26 (PP2614)**

b. Accounts Payable Demands

- **Checks 125698-125853, $1,845,522.52**
- **EFT CalPERS Medical Insurance $566,483.06**
- **EFT LACMTA $386,100.00**
- **Direct Deposit 100010677-100010761, $103,873.77, Pd. 7/31/26**

I hereby approve and authorize for payment the above demands.

Mike Witzansky
City Manager

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
4 1736 FAMILY CRISIS CENTER										
QUARTER4		07/17/2026	10340698	08042026	125698	4,364.61	07/17/2026	INV	PD	CDBG SUB. - 1736 FAMILY C
10311 49ER COMMUNICATION, INC.										
9R-I002784		07/02/2026	10340580	08042026	125699	4,419.52	07/22/2026	INV	PD	RADIO COMMUNICATION SUPPL
45 ACCO ENGINEERED SYSTEMS INC										
20830712	7437	06/05/2026	10340817	08042026	125700	6,906.00	07/06/2026	INV	PD	MAIN LIBRARY 3RD FLOOR CO
10623 ADLERHORST INTERNATIONAL LLC										
125260		07/10/2026	10340459	08042026	125701	48.49	07/31/2026	INV	PD	LEATHER LEASH K9 WOUTER
5820 ADMINSURE										
19027		07/15/2026	10340569	08042026	125702	12,200.00	07/27/2026	INV	PD	GL & WC AUGUST 2026
11750 ALLIED UNIVERSAL SECURITY SERVICES										
218332		07/15/2026	10340440	08042026	125703	1,486.91	07/15/2026	INV	PD	USHER SERVICES FOR DANCER
218333		07/15/2026	10340441	08042026	125703	3,124.50	07/15/2026	INV	PD	USHER SERVICES FOR KINGDO
						4,611.41				
15692 AMADIO, BRITNEY										
246306		07/17/2026	10340629	08042026	125704	400.00	08/04/2026	INV	PD	REFUND_246306_AV DEP_7019
144 AMERICAN CITY PEST CONTROL INC.										
PESTFAC-0626		06/30/2026	10340787	08042026	125705	1,097.00	07/30/2026	INV	PD	JUNE 2026 PEST CONTROL-FA
176 AMERICAN TEXTILE MAINTENANCE COMPANY										
21473480		07/10/2026	10340334	08042026	125706	309.72	07/16/2026	INV	PD	Inmate linen service
21475406		07/14/2026	10340335	08042026	125706	307.10	07/16/2026	INV	PD	inmate linen services
						616.82				
213 AQUA-FLO										
SI2785751		07/08/2026	10340619	08042026	125707	275.61	08/08/2026	INV	PD	IRRIGATION SUPPLIES
2825 AT&T										
3393437028_07012026		07/01/2026	10340460	08042026	125708	48.51	08/04/2026	INV	PD	MONTHLY FEES ACCT 339 343
15139 AT&T MOBILITY										
X07042026		06/26/2026	10340586	08042026	125709	122.22	07/21/2026	INV	PD	FIRSTNET MOBILE HOTSPOT
6328 BAYSIDE MEDICAL CENTER										

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
00198106		07/10/2026	10340337	08042026	125710	2,665.00	07/16/2026	INV	PD	June Medical Clearances
5439 BEAR CONTRACTORS INC.										
77605		05/07/2026	10340524	08042026	125711	850.00	06/07/2026	INV	PD	309 ESPLANADE REMOVED FIR
77867		06/15/2026	10340525	08042026	125711	850.00	07/15/2026	INV	PD	309 ESPLANADE EMG CALL- D
						1,700.00				
14340 BOWMAN INFRASTRUCTURE ENGINEERS LTD										
570106	7089	06/30/2026	10340798	08042026	125712	42,064.48	07/21/2026	INV	PD	PLAN CHECKAND CONSULTING
15559 BRENNTAG PACIFIC LLC										
BPI617379	7368	07/15/2026	10340605	08042026	125713	4,621.98	08/14/2026	INV	PD	CHEMICALS 7/15
BPI614895	7368	07/06/2026	10340606	08042026	125713	3,490.07	08/05/2026	INV	PD	SEASIDE LAGOON CHEMICALS
BPI615266	7368	07/07/2026	10340608	08042026	125713	2,936.52	08/06/2026	INV	PD	SEASIDE LAGOON CHEMICALS
						11,048.57				
9016 BROADCAST SUPPORT, INC										
051226-5252	7387	07/22/2026	10340937	08042026	125714	8,839.92	07/22/2026	INV	PD	QUAD DIGITAL WIRELESS REC
7067 CALIFORNIA BUILDING STANDARDS COMMISSION										
2ND QTR GREEN FEES		07/01/2026	10340707	08042026	125715	1,549.80	07/17/2026	INV	PD	2ND QUARTER GREEN FEES
577 CALIFORNIA WATER SERVICE										
9779295077-070226		07/02/2026	10340463	08042026	125716	40,480.99	07/21/2026	INV	PD	FY 26 TORRANCE, HARBOR DR
0125637138-071026A		07/10/2026	10340528	08042026	125716	1,422.63	07/29/2026	INV	PD	FY 26 500 FISHERMAN WHARF
2754759120-070826		07/08/2026	10340537	08042026	125716	223.21	07/27/2026	INV	PD	FY 27 MANHATTAN, ARTESIA,
0125637138-071026B		07/10/2026	10340538	08042026	125716	401.86	07/29/2026	INV	PD	FY 27 500 FISHERMAN WHARF
2211933964-071326B		07/13/2026	10340539	08042026	125716	1,050.63	08/03/2026	INV	PD	FY 27 180 HARBOR DR, W TO
9968051525-071326B		07/13/2026	10340540	08042026	125716	904.67	08/03/2026	INV	PD	FY 27 PORTOFINO, MARINA W
2754759120-070826A		07/08/2026	10340546	08042026	125716	8,809.44	07/27/2026	INV	PD	FY 26 MANHATTAN, ARTESIA,
2211933964-071326A		07/13/2026	10340547	08042026	125716	3,672.51	08/03/2026	INV	PD	FY 26 180 HARBOR DR, W TO
9968051525-071326A		07/13/2026	10340548	08042026	125716	3,341.53	08/03/2026	INV	PD	FY 26 PORTOFINO, MARINA W
						60,307.47				
15028 CANON USA INC										
6016531515	7350	07/14/2026	10340342	08042026	125717	349.08	07/14/2026	INV	PD	PER PAGE PER COPY MONTHLY
6016545779	7350	07/17/2026	10340645	08042026	125717	8,935.65	07/17/2026	INV	PD	PER PAGE PER COPY MONTHLY
						9,284.73				
15020 CENGAGE LEARNING INC										
999102929382		07/13/2026	10340520	08042026	125718	65.03	07/20/2026	INV	PD	BOOKS
999102929381		07/13/2026	10340521	08042026	125718	130.05	07/20/2026	INV	PD	BOOKS
999102929380		07/13/2026	10340522	08042026	125718	155.57	07/20/2026	INV	PD	BOOKS
						350.65				
13000 CHARTER COMMUNICATIONS										

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
237747601070126		07/01/2026	10340461	08042026	125719	458.91	07/27/2026	INV	PD	MONTHLY FEES ACCOUNT 2377
15414 CHILDREN'S PLUS INC										
286107		07/06/2026	10340393	08042026	125720	16.88	07/20/2026	INV	PD	BOOKS
286111		07/07/2026	10340394	08042026	125720	14.48	07/20/2026	INV	PD	BOOKS
286293		07/08/2026	10340449	08042026	125720	29.17	07/20/2026	INV	PD	BOOKS
286176		07/07/2026	10340450	08042026	125720	222.90	07/20/2026	INV	PD	BOOKS
286294		07/08/2026	10340451	08042026	125720	96.40	07/20/2026	INV	PD	BOOKS
286292		07/08/2026	10340453	08042026	125720	45.73	07/20/2026	INV	PD	BOOKS
						425.56				
705 CITY OF REDONDO BEACH										
071626		07/16/2026	10340470	08042026	125721	880.00	07/20/2026	INV	PD	Petty Cash - Motel Stay 0
12849 CLEAR INC										
June2026		07/01/2026	10340578	08042026	125722	10,300.00	07/20/2026	INV	PD	6/26 Services
11907 COBRA-ADVANTAGE ADMINISTRATORS										
199047		06/30/2026	10340408	08042026	125723	465.80	07/27/2026	INV	PD	BENEFITS - PARICIPANT FEE
8889 COMMLINE, INC.										
0540294-IN		05/13/2026	10340457	08042026	125724	874.00	05/27/2026	INV	PD	MOBILE RADIO REPAIR SERVI
0528740-IN	7476	02/27/2026	10340821	08042026	125724	80,223.41	08/21/2026	INV	PD	COMMUNICATIONS EQUIP MAIN
						81,097.41				
11863 COMMUNICATION STRATEGIES										
4249	7052	06/30/2026	10340296	08042026	125725	1,968.75	07/14/2026	INV	PD	PROVIDE TECH CONSULT SERV
12643 COUNTY OF LOS ANGELES										
LOA-CRB 2526-02		07/10/2026	10340700	08042026	125726	145,927.74	07/20/2026	INV	PD	Pallet Shelter Services f
862 CPRS DISTRICT IX TRAINING										
6-2026-2027		07/14/2026	10340305	08042026	125727	225.00	07/20/2026	INV	PD	INV_6-2026-2027_CPRS9
8372 CULLIGAN OF SANTA ANA										
2060782		06/30/2026	10340641	08042026	125728	46.41	07/30/2026	INV	PD	CH DRINKING WATER 7/1-7/3
893 CUMMINS CAL PACIFIC, INC.										
X4-260797940		07/01/2026	10340505	08042026	125729	1,924.42	07/31/2026	INV	PD	UNIT 114-18 PRESSURE SENS
15691 DEGENER, MEGAN										
246302		07/17/2026	10340631	08042026	125730	200.00	08/04/2026	INV	PD	REFUND_246302_AV DEP_7423
966 DEPARTMENT OF CONSERVATION										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2ND QTR FEES		07/01/2026	10340705	08042026	125731	9,070.62	07/17/2026	INV	PD	2ND QUARTER SMIP FEES
8368 DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT										
2026 CRESTA MOBILE H		04/05/2026	10340791	08042026	125732	350.00	07/21/2026	INV	PD	REMAINING FEE FOR MOBILE
971 DEPARTMENT OF JUSTICE										
057395		06/30/2026	10340410	08042026	125733	530.00	07/27/2026	INV	PD	FINGERPRINTS JUNE 2026
11884 DIAMOND ENVIRONMENTAL SERVICES LP										
0007029908		06/22/2026	10340638	08042026	125734	336.17	07/22/2026	INV	PD	RESTROOM PORTOFINO WAY TH
11538 DISABILITY COMMUNITY RESOURCE CENTER										
QUARTER4		07/17/2026	10340692	08042026	125735	1,444.76	07/17/2026	INV	PD	CDBG SUB. - DISABILITY CO
14496 DRAG, DENNIS										
245769		07/17/2026	10340625	08042026	125736	400.00	08/04/2026	INV	PD	REFUND_245769_PERRY SC DE
1085 ELLIS ENVIRONMENTAL MANAGEMENT, INC.										
26-326		07/14/2026	10340800	08042026	125737	1,098.50	08/13/2026	INV	PD	FS3 SAMPLING FOR MOLD-MOI
1169 FASTENAL COMPANY										
CALO269691		04/23/2026	10340600	08042026	125738	576.25	05/23/2026	INV	PD	STEEL CHAIN-PARKS
5752 FEHR AND PEERS										
196748	7429	06/16/2026	10340557	08042026	125739	1,610.00	07/20/2026	INV	PD	MARINA PARKING REQUIREMEN
14775 FIRSTTWO INC										
465646	7478	06/04/2026	10340816	08042026	125740	10,800.00	07/04/2026	INV	PD	SOFTWARE LICENSE 7/1/2026
1218 FLANAGAN, ROBIN										
6182026		06/18/2026	10340388	08042026	125741	38.05	07/15/2026	INV	PD	LUNCH REINBURSEMENT
10825 FRANCO AUTO UPHOLSTERY										
17937		07/13/2026	10340484	08042026	125742	300.00	08/12/2026	INV	PD	UNIT 897-07 REUPHOLSTERED
15408 GALLS LLC										
035627227		07/13/2026	10340576	08042026	125743	460.74	08/12/2026	INV	PD	UNIFORM BOOTS
1300 GAS COMPANY, THE										
16503508778-07162026		07/17/2026	10340661	08042026	125744	11,162.36	07/20/2026	INV	PD	CNG FUEL 06/01 - 07/01/20
SoCalGas 6.11-7.13.2		06/30/2026	10340731	08042026	125744	47.65	06/30/2026	INV	PD	SoCalGas 6.11-7.13.26

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						11,210.01				
14454 GENERAL CODE LLC										
PG000047718		07/13/2026	10340551	08042026	125745	2,645.00	07/27/2026	INV	PD	MUNICIPAL CODE SUPPLEMENT
6345 GOLD COAST TOURS, INC.										
444070		07/20/2026	10340744	08042026	125746	1,911.25	07/20/2026	INV	PD	GOLD COAST TOURS_444070_E
442223		07/20/2026	10340745	08042026	125746	1,292.50	07/20/2026	INV	PD	GOLD COAST TOURS_442223_E
442224		07/20/2026	10340747	08042026	125746	1,292.50	07/20/2026	INV	PD	GOLD COAST TOURS_442224_E
						4,496.25				
3706 GOLDEN STATE WATER										
48470300004-070926A		07/09/2026	10340531	08042026	125747	1,281.55	07/30/2026	INV	PD	FY 26 INGLEWOOD PKW SE/LA
48470300004-0729B		07/09/2026	10340567	08042026	125747	67.45	07/30/2026	INV	PD	INGLEWOOD PKWY SE LAWNDAL
54719000009-70626		07/06/2026	10340591	08042026	125747	176.29	07/27/2026	INV	PD	REDONDO BEACH/ARTESIA LAW
						1,525.29				
11331 GRANICUS, LLC										
232438	7472	07/01/2026	10340775	08042026	125748	91,893.98	07/27/2026	INV	PD	GRANICUS AGENDA MANAGEMEN
9412 GREENSTREET AUTO SPA										
202606-1		07/01/2026	10340433	08042026	125749	696.00	07/31/2026	INV	PD	JUNE '26 CAR WASHES
1416 HAAKER EQUIPMENT COMPANY										
INV41661		07/07/2026	10340419	08042026	125750	359.95	08/07/2026	INV	PD	805-19 SCRUBBER BROKEN SW
INV41656		07/07/2026	10340599	08042026	125750	2,192.03	08/07/2026	INV	PD	803-19 PIER SCRUBBER PART
						2,551.98				
15709 HAMID, IKHLAS										
243494		07/17/2026	10340622	08042026	125751	200.00	08/04/2026	INV	PD	REFUND_243494_AV DEP_7353
11305 HARBOR INTERFAITH SERVICES										
4TH QUARTER		07/17/2026	10340694	08042026	125752	1,876.00	07/17/2026	INV	PD	CDBG SUB. - HARBOR INTERF
11221 HAUSE, ELIZABETH										
288125		07/17/2026	10340724	08042026	125753	180.60	07/17/2026	INV	PD	Travel Expense Reimbursem
15712 HAZELL, TIIA										
243816		07/17/2026	10340615	08042026	125754	200.00	08/04/2026	INV	PD	REFUND_243816_AV DEP_7754
15444 HEADS UP FOUNDATION										
6202026		07/20/2026	10340740	08042026	125755	1,646.09	07/20/2026	INV	PD	PARTIAL REFUND - HEADS UP
15404 HERO (HOUSING, EMPOWERMENT, RECOVERY,										

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
010662		06/01/2026	10340427	08042026	125756	5,577.29	07/20/2026	INV	PD	6/26 ACR Services
010661		05/01/2026	10340428	08042026	125756	10,781.42	07/20/2026	INV	PD	5/26 ACR Services
						16,358.71				
1518 HOUSING RIGHTS CENTER										
JAN7		07/17/2026	10340687	08042026	125757	1,493.64	07/17/2026	INV	PD	CDBG SUB. - HOUSING RIGHT
FEB8		07/17/2026	10340690	08042026	125757	1,291.82	07/17/2026	INV	PD	CDBG SUB. - HOUSING RIGHT
						2,785.46				
15711 HOUTS, GARRET										
243442		07/17/2026	10340613	08042026	125758	200.00	08/04/2026	INV	PD	REFUND_243442_AV DEP_7588
3519 HUNTINGTON BEACH HONDA										
122239	7109	07/15/2026	10340515	08042026	125759	554.39	08/04/2026	INV	PD	2025 HONDA CRF1100A MAINT
122213	7109	07/15/2026	10340516	08042026	125759	1,295.51	07/15/2026	INV	PD	2020 HONDA CRF1100 MAINTE
						1,849.90				
3760 IBARRA-ARMAS, KRISTY										
SUMMER_2026		07/17/2026	10340560	08042026	125760	682.50	08/04/2026	INV	PD	LAILAH YASMINA - BELLY DN
12157 ILAND INTERNET SOLUTIONS CORPORATION										
71354311		07/14/2026	10340285	08042026	125761	1,647.10	07/14/2026	INV	PD	DATA CENTER ILAND CLOUD B
8433 INGRAM LIBRARY SERVICES										
97790565		07/09/2026	10340395	08042026	125762	225.65	07/20/2026	INV	PD	BOOKS
12138 INSIGHT PUBLIC SECTOR SLED										
1101401142	7385	07/14/2026	10340293	08042026	125763	7,100.80	07/14/2026	INV	PD	EXCLAIMER PRO EDITION FOR
8090 INTEGRATED MEDIA SYSTEMS										
48132	7413	07/14/2026	10340304	08042026	125764	22,630.54	07/14/2026	INV	PD	COUNCIL CHAMBERS UPGRADES
1619 INTERSTATE BATTERIES OF CALIF COAST, INC										
130118045		07/07/2026	10340507	08042026	125765	811.63	08/06/2026	INV	PD	STOCK BATTERIES
11868 JOHNSON CONTROLS FIRE PROTECTION LP										
54186559		07/15/2026	10340442	08042026	125766	1,463.91	07/15/2026	INV	PD	FA SERVICE CALL 6/18/2026
15576 JUSTFOIA, INC										
PS30072	7379	07/10/2026	10340302	08042026	125767	2,375.00	07/14/2026	INV	PD	ADM 1 - JF New - Enterpri
14134 KIS										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
91574	7024	07/17/2026	10340587	08042026	125768	875.14	07/17/2026	INV	PD	REMOTE MANAGEMENT SERVICE
15713 KRYMOV, SIMON										
243517		07/17/2026	10340616	08042026	125769	200.00	08/04/2026	INV	PD	REFUND_243517_AV DEP_7551
7791 LACY, ROY										
07152026		07/15/2026	10340643	08042026	125770	143.63	07/20/2026	INV	PD	REFUND FOR ACCIDENTAL PUR
14934 LAU, MELINDA										
2026-054-CC		06/30/2026	10340553	08042026	125771	1,275.00	07/27/2026	INV	PD	MEETING MINUTES FOR CITY
2026-055-TRANSCRIPT		06/30/2026	10340554	08042026	125771	595.00	07/27/2026	INV	PD	MINUTES TRANSCRIPT REVIEW
						1,870.00				
11194 LEECH TISHMAN FUSCALDO & LAMPL INC.										
387838		07/10/2026	10340565	08042026	125772	325.00	07/20/2026	INV	PD	6/26 General Advice and C
387840		07/10/2026	10340566	08042026	125772	97.50	07/20/2026	INV	PD	6/26 Rangle (PMQ Depositi
387841		07/10/2026	10340573	08042026	125772	130.00	07/20/2026	INV	PD	6/26 A. DeLambert Legal F
						552.50				
7938 LEOTEK ELECTRONICS USA, LLC										
4116503686	7175	07/15/2026	10340601	08042026	125773	35,427.30	08/15/2026	INV	PD	STREETLIGHT FIXTURES-COBR
1884 LIEBERT CASSIDY WHITMORE										
324377-B		07/01/2026	10340743	08042026	125774	900.00	07/27/2026	INV	PD	SOUTH BAY CONSORTIUM MEMB
1887 LIFE ASSIST, INC.										
2161473		07/13/2026	10340572	08042026	125775	185.94	08/27/2026	INV	PD	PARAMEDIC SUPPLIES
15710 LOPEZ, ASHLEY										
243454		07/17/2026	10340614	08042026	125776	400.00	08/04/2026	INV	PD	REFUND_243454_AV DEP_7396
1951 LOS ANGELES COUNTY SHERIFF'S DEPT										
263562HN		07/12/2026	10340266	08042026	125777	718.86	07/20/2026	INV	PD	6/26 Homeless Court Servi
14518 LOVEJOY FOUNDATION INC										
LRB070126	6532	07/01/2026	10340486	08042026	125778	1,250.00	07/16/2026	INV	PD	07/2026 ANIMAL SHELTERING
10274 MACKAY METERS, INC.										
1072432		06/30/2026	10340392	08042026	125779	134.00	07/20/2026	INV	PD	JUNE METER FEES
1072433	7021	06/30/2026	10340491	08042026	125779	6,664.00	07/20/2026	INV	PD	06/2026 PARKING METER CON
						6,798.00				
2023 MANHATTAN TOYOTA										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
723343TOR		07/15/2026	10340518	08042026	125780	8.77	08/14/2026	INV	PD	UNIT 607-14 RIVET
7847 MANNING & KASS, ELLROD, RAMIREZ, TRESTER LLP										
865315		06/10/2026	10340765	08042026	125781	2,776.25	07/20/2026	INV	PD	5/26 Estate of J. Sosa Le
865314		06/10/2026	10340767	08042026	125781	2,685.40	07/20/2026	INV	PD	5/26 M. Rhoads Legal Fees
866937		07/07/2026	10340768	08042026	125781	4,185.70	07/20/2026	INV	PD	6/26 M. Rhoads Legal Fees
866938		07/07/2026	10340769	08042026	125781	46,054.52	07/20/2026	INV	PD	6/26 Estate of J. Sosa Le
866939		07/07/2026	10340770	08042026	125781	2,330.00	07/20/2026	INV	PD	6/26 M. Ralston Legal Fee
866940		07/07/2026	10340771	08042026	125781	53.15	07/20/2026	INV	PD	6/26 D. Minner Legal Fees
						58,085.02				
14839 MARINE MAMMAL CARE CENTER										
RB-1007	7378	06/30/2026	10340438	08042026	125782	15,000.00	07/20/2026	INV	PD	MARINE MAMMAL RESCUE/RECO
2038 MARINE TECH ENGINEERING, INC.										
4028	7401	07/06/2026	10340649	08042026	125783	7,349.60	07/17/2026	INV	PD	JULY 4, 2026 FIREWORKS -
4054	7402	07/15/2026	10340812	08042026	125783	19,252.87	08/15/2026	INV	PD	REPAIR/REMOVE MOORINGS AN
						26,602.47				
11202 MARK43										
INV1919	7475	07/17/2026	10340819	08042026	125784	237,447.00	08/16/2026	INV	PD	CAD-RMS SOFTWARE SERVICE
14163 MEEDER PUBLIC FUNDS INC										
REDONDO54		06/30/2026	10340364	08042026	125785	4,500.00	08/06/2026	INV	PD	INVESTMENT ADVISORY SERVI
4582 MELAD & ASSOCIATES										
RB26-14	7096	07/10/2026	10340776	08042026	125786	13,027.50	07/21/2026	INV	PD	PLAN CHECK AND CONSULTING
RB26-13	7096	07/10/2026	10340778	08042026	125786	24,634.56	07/21/2026	INV	PD	PLAN CHECK AND CONSULTING
						37,662.06				
2117 MERRIMAC ENERGY GROUP										
2248606	7474	07/02/2026	10340805	08042026	125787	18,273.94	08/03/2026	INV	PD	4000 GALLONS DIESEL FOR C
7177 MICHEL & ASSOCIATES, P.C.										
14898TS/9080QB		06/05/2026	10340267	08042026	125788	2,403.35	07/20/2026	INV	PD	4/26 M. Venegas Legal Fee
14892TS		06/05/2026	10340268	08042026	125788	3,260.00	07/20/2026	INV	PD	4/26 W. Corteza Legal Fee
14895TS/9075QB		06/05/2026	10340269	08042026	125788	1,518.50	07/20/2026	INV	PD	4/26 D. Mendoza-Conner Le
						7,181.85				
13349 MINUTEMAN PRESS REDONDO BEACH										
35887	7353	07/14/2026	10340286	08042026	125789	57.38	07/14/2026	INV	PD	MINUTE MAN PRESS PRINTING
35901	7353	07/14/2026	10340287	08042026	125789	95.21	07/14/2026	INV	PD	MINUTE MAN PRESS PRINTING
35902	7353	07/14/2026	10340288	08042026	125789	95.21	07/14/2026	INV	PD	MINUTE MAN PRESS PRINTING
35873		06/30/2026	10340413	08042026	125789	878.55	07/15/2026	INV	PD	OFFICE SUPPLIES
35925	7353	07/17/2026	10340589	08042026	125789	351.20	07/17/2026	INV	PD	MINUTE MAN PRESS PRINTING

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						1,477.55				
15702 MOONBUG PRODUCTION USA, LLC										
585105		06/26/2026	10340564	08042026	125790	1,000.00	08/04/2026	INV	PD	FILM DEPOSIT REFUND
15599 MOUMNE, ALEX										
246316		07/17/2026	10340623	08042026	125791	400.00	08/04/2026	INV	PD	REFUND_246316_WP DEP_7633
10737 MULTI W SYSTEMS, INC.										
32630852		07/07/2026	10340611	08042026	125792	2,851.50	08/07/2026	INV	PD	REPAIRS - TWO PUMPS GOODM
2209 MUNICIPAL MANAGEMENT ASSOCIATION										
16386		07/16/2026	10340736	08042026	125793	5.15	08/15/2026	INV	PD	WEBINAR TRAINING 7/30/26
2281 NEWS BANK INC.										
RN2013824		05/08/2026	10340454	08042026	125794	2,219.00	07/20/2026	INV	PD	DIGITAL MATERIALS - ANNUA
13567 NUVIS										
28665	5952	03/20/2026	10340358	08042026	125795	40,677.50	07/20/2026	INV	PD	SEASIDE LAGOON REVITALIZA
13029 ODP BUSINESS SOLUTIONS, LLC										
473673268001		06/25/2026	10340295	08042026	125796	307.24	07/14/2026	INV	PD	OFFICE SUPPLIES IT
470675719001		07/06/2026	10340300	08042026	125796	46.03	07/14/2026	INV	PD	OFFICE SUPPLIES IT
472672957001		06/29/2026	10340327	08042026	125796	59.25	07/14/2026	INV	PD	OFFICE SUPPLIES
475322010001		07/08/2026	10340406	08042026	125796	78.77	07/27/2026	INV	PD	OFFICE SUPPLIES 07/08/202
475086578001		07/06/2026	10340447	08042026	125796	124.33	07/20/2026	INV	PD	OFFICE SUPPLIES
475590602001		07/08/2026	10340448	08042026	125796	63.97	07/20/2026	INV	PD	OFFICE SUPPLIES
474014167001		06/30/2026	10340523	08042026	125796	64.25	07/30/2026	INV	PD	MOUSEPAD, PLATES, APPROVE
475100078001		07/06/2026	10340585	08042026	125796	125.08	08/07/2026	INV	PD	OFFICE SUPPLIES
474053338001		06/30/2026	10340793	08042026	125796	99.54	07/21/2026	INV	PD	OFFICE SUPPLIES
469625222001		06/19/2026	10340826	08042026	125796	118.96	07/21/2026	INV	PD	PAPER
						1,087.42				
10183 ON THE WING FALCONRY										
781109	7033	06/01/2026	10340550	08042026	125797	15,288.00	07/20/2026	INV	PD	PEST BIRD ABATEMENT SERVI
781110	7033	06/30/2026	10340552	08042026	125797	14,651.00	07/20/2026	INV	PD	PEST BIRD ABATEMENT SERVI
						29,939.00				
15715 LAW OFFICES OF ANTHONY G PATCHETT										
071626		07/06/2026	10340733	08042026	125798	7,500.00	07/20/2026	INV	PD	7/26 Stuver Settlement
14540 PEREGRINE TECHNOLOGIES INC										
INV-0604	7477	07/10/2026	10340818	08042026	125799	96,500.00	07/21/2026	INV	PD	PLATFORM INTEGRATION SOFT
12236 PERFORMANCE TRUCK REPAIR INC.										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
20119	7423	06/09/2026	10340475	08042026	125800	5,361.09	07/09/2026	INV	PD	REPAIRS TO FD APPARATUS S
12725 PINEDO, MICHELLE										
288126		07/17/2026	10340725	08042026	125801	188.70	07/17/2026	INV	PD	Travel Expense Reimbursem
15539 PRADO FAMILY SHOOTING RANGE										
7921		07/20/2026	10340735	08042026	125802	450.00	07/20/2026	INV	PD	RANGE TRAINING RENTAL 7/1
8230 RAYNE WATER SYSTEMS										
9652		06/30/2026	10340637	08042026	125803	138.00	07/30/2026	INV	PD	FS2 WATER SOFTENER 7/1-7/
12696 REACHING EDUCATIONAL MILESTONES										
5102026		07/20/2026	10340737	08042026	125804	270.22	07/20/2026	INV	PD	PARTIAL REFUND - REM 5/10
13279 REDONDO BEACH POLICE OFFICERS'										
531155_900437		07/16/2026	10340533	08042026	125805	308.00	07/20/2026	INV	PD	QUARTERLY PORAC DUES RESE
12044 RENDELL, BRAD										
07072026		07/07/2026	10340584	08042026	125806	170.00	08/06/2026	INV	PD	UNDERWATER BOAT MAINTENAN
13594 REVIZE LLC										
24368		07/17/2026	10340590	08042026	125807	1,250.00	07/17/2026	INV	PD	CUSTOM COMMUNITY DEVELOPM
2685 RICHARDS, WATSON & GERSHON										
259292		06/30/2026	10340398	08042026	125808	6,107.24	07/15/2026	INV	PD	PROFESSIONAL SERVICES MAY
15703 RISTA, ALEXANDRU										
travelexprista		07/15/2026	10340409	08042026	125809	722.32	07/15/2026	INV	PD	PER DIEM & MILEAGE OSFT C
4742 ROBBIE FRENCH, INC.										
PDSC SUMMER 2026-01		07/17/2026	10340561	08042026	125810	1,718.50	08/04/2026	INV	PD	PDSC-SUMMER 2026-JUNE-INV
14102 ROBERT HALF										
66378596	7093	06/30/2026	10340796	08042026	125811	1,309.50	07/21/2026	INV	PD	ROBERT HALF INC Contracto
66400044	7093	06/30/2026	10340797	08042026	125811	1,295.10	07/21/2026	INV	PD	ROBERT HALF INC Contracto
66417944	7093	07/14/2020	10340799	08042026	125811	1,309.50	07/21/2026	INV	PD	ROBERT HALF INC Contracto
						3,914.10				
15707 ROSS, MARISSA										
243808		07/17/2026	10340620	08042026	125812	200.00	08/04/2026	INV	PD	REFUND_243808_AV DEP_7319
14800 SAFETYCENTRIC INC										

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INV26923	7075	07/09/2026	10340301	08042026	125813	1,050.00	07/14/2026	INV	PD	CONTRACTOR FOR FIBER OPTI
13716 SALAS, JOY										
SUMMER_2026		07/17/2026	10340559	08042026	125814	112.00	08/04/2026	INV	PD	JOY SALAS-HAWAIIAN DANCE-
3855 SAMURAI ACTION STUDIO										
MySummer2026		07/17/2026	10340558	08042026	125815	1,425.90	08/04/2026	INV	PD	MICHI GYM KARATE SUMMER 2
4861 SECTRAN SECURITY, INC.										
26041776		07/17/2026	10340681	08042026	125816	231.77	07/17/2026	INV	PD	SECTRAN - ARTESIA OFFICE
26040085		07/17/2026	10340674	08042026	125816	244.21	07/17/2026	INV	PD	SECTRAN - ALTA VISTA - AP
26050086		07/17/2026	10340676	08042026	125816	244.21	07/17/2026	INV	PD	SECTRAN - ALTA VISTA - MA
26060085		07/17/2026	10340677	08042026	125816	244.21	07/17/2026	INV	PD	SECTRAN - ALTA VISTA - JU
26061793		07/17/2026	10340678	08042026	125816	231.77	07/17/2026	INV	PD	SECTRAN - ARTESIA - JUNE
26051795		07/17/2026	10340680	08042026	125816	231.77	07/17/2026	INV	PD	SECTRAN - ARTESIA OFFICE
26010086		07/17/2026	10340665	08042026	125816	244.21	07/17/2026	INV	PD	SECTRAN - ALTA VISTA - JA
26021766		07/17/2026	10340666	08042026	125816	231.77	07/17/2026	INV	PD	SECTRAN - ARTESIA - FEBRU
26020086		07/17/2026	10340667	08042026	125816	244.21	07/17/2026	INV	PD	SECTRAN - ALTA VISTA - FE
26031768		07/17/2026	10340671	08042026	125816	231.77	07/17/2026	INV	PD	SECTRAN - ARTESIA - MARCH
26030084		07/17/2026	10340672	08042026	125816	244.21	07/17/2026	INV	PD	SECTRAN - ALTA VISTA - MA
25050089		07/17/2026	10340655	08042026	125816	221.50	07/17/2026	INV	PD	SECTRAN - ALTA VISTA - MA
25111748		07/17/2026	10340657	08042026	125816	220.73	07/17/2026	INV	PD	SECTRAN - ARTESIA - NOVEM
25110085		07/17/2026	10340659	08042026	125816	232.58	07/17/2026	INV	PD	SECTRAN - ALTA VISTA - NO
25121754		07/17/2026	10340660	08042026	125816	220.73	07/17/2026	INV	PD	SECTRAN - ARTESIA - DECEM
25120085		07/17/2026	10340662	08042026	125816	232.58	07/17/2026	INV	PD	SECTRAN - ALTA VISTA - DE
26011761		07/17/2026	10340664	08042026	125816	231.77	07/17/2026	INV	PD	SECTRAN - ARTESIA - JANUA
25041718		07/17/2026	10340653	08042026	125816	221.69	07/17/2026	INV	PD	SECTRAN - ARTESIA OFFICE
25051724		07/17/2026	10340654	08042026	125816	210.24	07/17/2026	INV	PD	SECTRAN - ARTESIA OFFICE
26071658		07/10/2026	10340405	08042026	125816	617.76	07/15/2026	INV	PD	415 DIAMOND ST - JUL 2026
						5,033.69				
15693 SEO, ANDRIA										
246301		07/17/2026	10340633	08042026	125817	200.00	08/04/2026	INV	PD	REFUND_246301_AV DEP_7617
11774 SHAFER, MARIA										
2026-017 RBYC		06/30/2026	10340555	08042026	125818	510.00	07/27/2026	INV	PD	MEETING MINUTES FOR YOUTH
2026-021 RBYC		06/30/2026	10340556	08042026	125818	255.00	07/27/2026	INV	PD	MEETIN MINUTES FOR YOUTH
						765.00				
15694 SMITH, RACHAEL										
246304		07/17/2026	10340626	08042026	125819	200.00	08/04/2026	INV	PD	REFUND_246304_AV DEP_8032
2990 SOUTH BAY FORD										
595858		07/08/2026	10340485	08042026	125820	388.96	08/07/2026	INV	PD	UNIT 677-21 REAR SHOCKS
595904		07/09/2026	10340488	08042026	125820	181.91	08/08/2026	INV	PD	STOCK OILL FILTER COVERS
595655		07/07/2026	10340497	08042026	125820	126.46	08/06/2026	INV	PD	UNIT 255-16 DOOR LATCH
595710		07/07/2026	10340498	08042026	125820	40.34	08/06/2026	INV	PD	UNIT 255-16 JAM SWITCH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
596409		07/13/2026	10340499	08042026	125820	117.79	08/12/2026	INV	PD	UNIT 678 DRIVERSIDE SPLAS
596588		07/14/2026	10340500	08042026	125820	150.17	08/13/2026	INV	PD	UNIT 013-19 DOOR LATCH
596690		07/15/2026	10340501	08042026	125820	377.81	08/14/2026	INV	PD	UNIT 346 STARTER
595903		07/08/2026	10340502	08042026	125820	90.95	08/07/2026	INV	PD	STOCK OIL FILTER HOUSING
						1,474.39				
11928 SOUTH BAY PARKLAND CONSERVANCY										
253949		07/17/2026	10340650	08042026	125821	200.00	08/04/2026	INV	PD	REFUND_253949_WP DEP_7031
2999 SOUTH BAY SHELL										
SHELLCARWASH 06/26		06/30/2026	10340389	08042026	125822	560.00	07/30/2026	INV	PD	JUNE '26 CAR WASHES
3006 SOUTH COAST LIGHTING & DESIGN										
S502829	6852	08/22/2025	10340563	08042026	125823	3,093.38	09/22/2025	INV	PD	SOLAR LIGHT POLE ASSEMBLY
3016 SOUTHERN CALIFORNIA EDISON										
700062327897-070626		07/06/2026	10340308	08042026	125824	4,082.52	07/27/2026	INV	PD	180 N HARBOR DR, 201 N CA
700634979323-070626		07/06/2026	10340310	08042026	125824	1,896.88	07/27/2026	INV	PD	412 CAMINO REAL, AVENUE H
700063072575-070726		07/07/2026	10340311	08042026	125824	201,589.61	07/27/2026	INV	PD	700 JULIA, 2000 ARTESIA,
600001012446-0726B		07/09/2026	10340682	08042026	125824	2,387.30	08/09/2026	INV	PD	GRANT/FRANCISCA/ARTESIA/C
700062391656-0726		07/06/2026	10340706	08042026	125824	4,433.02	08/06/2026	INV	PD	BERYL/HARBOR, 350 PORTOFI
600001012446-0726		07/09/2026	10340709	08042026	125824	62,462.75	08/09/2026	INV	PD	GRANT/FRANCISCA/ARTESIA/C
						276,852.08				
3045 SPECIALTY DOORS										
56868S		02/18/2026	10340782	08042026	125825	1,853.47	03/18/2026	INV	PD	FS1 ROLL UP BAY#2
10201 SPORTBALL										
SB_SUMMER26		07/17/2026	10340562	08042026	125826	4,557.00	08/04/2026	INV	PD	SB SUMMER 2026 CLASSES
3063 ST. PAUL'S UNITED METHODIST CHURCH										
4TH QUARTER		07/17/2026	10340696	08042026	125827	1,963.67	07/17/2026	INV	PD	CDBG SUB. - ST. PAUL'S UN
3079 STATE CONTROLLER'S OFFICE										
FTB-00009039		05/06/2026	10340452	08042026	125828	545.15	06/20/2026	INV	PD	2025 FTB OFFSET PROGRAM F
9644 STEAMX, LLC										
76231		07/09/2026		08042026	125829	705.52	08/08/2026	INV	PD	PARKS UNIT 208 AND 278 PR
15708 STOCKS, TARA										
243510		07/17/2026	10340621	08042026	125830	200.00	08/04/2026	INV	PD	REFUND_243510_AV DEP_7363
3132 SUPERIOR ELECTRICAL ADVERTISING										
260378-1		07/15/2026	10340443	08042026	125831	375.00	07/15/2026	INV	PD	SERVICE CALL NEON FLY TOW

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9715 T2 SYSTEMS CANADA INC.										
7003220		06/30/2026	10340361	08042026	125832	163.25	07/20/2026	INV	PD	EXTEND BY PHONE USAGE 5/2
11998 TELEFLEX LLC										
9511857704		07/13/2026	10340571	08042026	125833	578.19	08/12/2026	INV	PD	EZ-IO 25MM TRAINING NEEDL
11764 THE CHUKA FAMILY TRUST										
JULY17'26		07/17/2026	10340699	08042026	125834	22,738.79	07/17/2026	INV	PD	CHUKA FAMILY TRUST FOR AU
71 TIME WARNER CABLE										
187587201070126		07/14/2026	10340289	08042026	125835	5,726.15	07/14/2026	INV	PD	DARK FIBER 187587201
188500801070126		07/14/2026	10340290	08042026	125835	260.89	07/14/2026	INV	PD	NETWORK SVS
188418401070126		07/14/2026	10340291	08042026	125835	420.00	07/14/2026	INV	PD	DARK FIBER 188418401
188420401070126		07/14/2026	10340292	08042026	125835	420.00	07/14/2026	INV	PD	188420401- DARK FIBER
						6,827.04				
11361 TIREHUB, LLC										
60036221		07/08/2026	10340503	08042026	125836	185.28	08/07/2026	INV	PD	UNIT 070-15 TIRES
3225 TORRANCE AUTO PARTS										
2280-0526	7417	06/01/2026	10340476	08042026	125837	5,212.26	07/01/2026	INV	PD	MAY 2026 AUTO PARTS PURCH
2280-0626	7438	07/01/2026	10340834	08042026	125837	15,141.09	08/01/2026	INV	PD	JUNE '26 AUTO PARTS
						20,353.35				
7130 TORRANCE AUTO REPAIR										
0195133		07/02/2026		08042026	125838	119.95	08/01/2026	INV	PD	UNIT 672-25 REGULAR WHEEL
0195162		07/07/2026	10340510	08042026	125838	139.95	08/06/2026	INV	PD	UNIT 670 REGULAR WHEEL AL
0195139		07/06/2026	10340511	08042026	125838	139.95	08/05/2026	INV	PD	UNIT 682-21 REGULAR WHEEL
						399.85				
6479 TRANSTECH ENGINEERS, INC.										
20264898	7110	06/30/2026	10340794	08042026	125839	2,512.00	07/21/2026	INV	PD	PLAN CHECK AND CONSULTANT
20262725	7110	02/28/2026	10340795	08042026	125839	11,144.97	07/21/2026	INV	PD	PLAN CHECK AND CONSULTANT
						13,656.97				
15215 TRUE NORTH COMPLIANCE SERVICES INC										
26-06-058	7103	07/07/2026	10340779	08042026	125840	10,257.04	07/21/2026	INV	PD	PLAN CHECK AND CONSULTING
26-058-036	7103	06/08/2026	10340788	08042026	125840	290.00	07/21/2026	INV	PD	PLAN CHECK AND CONSULTING
						10,547.04				
5885 U.S. BANK CORPORATE PAYMENT SYSTEM										
3248-06222026		06/22/2026	10339755	08042026	125841	136.17	07/20/2026	INV	PD	CALCARD JUNE 2026 - GLEND
4608-06222026		06/22/2026	10339756	08042026	125841	3,945.45	07/20/2026	INV	PD	CALCARD JUNE 2026 - ADRIA
6932-06222026		06/22/2026	10339757	08042026	125841	6,446.49	07/20/2026	INV	PD	CALCARD JUNE 2026 - MARIO

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
782006222026		07/06/2026	10339792	08042026	125841	63.01	07/06/2026	INV	PD	ROBERT NORMAN 6/26 CAL CA
7597097806222026		07/07/2026	10339972	08042026	125841	1,491.03	07/07/2026	INV	PD	CHELSEA SIMPSON CALCARD 0
6289-06222026		06/22/2026	10339979	08042026	125841	505.69	07/20/2026	INV	PD	CALCARD JUNE 2026 - HUMBE
6431-06222026		06/22/2026	10340764	08042026	125841	938.23	07/20/2026	INV	PD	WADDELL CALCARD 6/26
5479-06222026		06/22/2026	10340766	08042026	125841	81.20	07/20/2026	INV	PD	YAMAMOTO CALCARD 6/26
7933-06222026		06/22/2026	10340772	08042026	125841	1,000.00	07/20/2026	INV	PD	YANG CALCARD 6/26
4603-06222026		07/21/2026	10340786	08042026	125841	18.00	07/21/2026	INV	PD	CAL CARD JUNE 2026 - JESS
2968-06222026		06/22/2026	10340758	08042026	125841	26.10	07/20/2026	INV	PD	MAHONEY CALCARD 6/26
5708-06222026		06/22/2026	10340759	08042026	125841	65.00	07/20/2026	INV	PD	MAY CALCARD 6/26
3686-06222026		06/22/2026	10340760	08042026	125841	1,302.44	07/20/2026	INV	PD	REGAN CALCARD 6/26
1599-06222026		06/22/2026	10340761	08042026	125841	175.00	07/20/2026	INV	PD	REYES CALCARD 6/26
8775-06222026		06/22/2026	10340762	08042026	125841	52.60	07/20/2026	INV	PD	SMITH CALCARD 6/26
3478-06222026		06/22/2026	10340763	08042026	125841	319.62	07/20/2026	INV	PD	STOUT CALCARD 6/26
6273-06222026		06/22/2026	10340752	08042026	125841	108.11	07/20/2026	INV	PD	CONARD CALCARD 6/26
8866-06222026		06/22/2026	10340753	08042026	125841	171.82	07/20/2026	INV	PD	CURRIE CALCARD 6/26
4737-06222026		06/22/2026	10340754	08042026	125841	92.41	07/20/2026	INV	PD	DAILEY CALCARD 6/26
5362-06222026		06/22/2026	10340755	08042026	125841	1,508.88	07/20/2026	INV	PD	DODIER CALCARD 6/26
8353-06222026		06/22/2026	10340757	08042026	125841	2,187.40	07/20/2026	INV	PD	HOFF CALCARD 6/26
1848 6/22/26		06/22/2026	10340756	08042026	125841	1,352.65	07/20/2026	INV	PD	E. SMITH JUNE 2026 CAL CA
229306222026		06/30/2026	10340730	08042026	125841	1,460.17	06/30/2026	INV	PD	AVR,bike to work day,ride
064306222026		06/22/2026	10340739	08042026	125841	2,316.68	07/20/2026	INV	PD	HARRISON CALCARD 06/22/20
6290-06222026		06/22/2026	10340748	08042026	125841	1,510.82	07/20/2026	INV	PD	BELLANTE CALCARD 6/26
1615-06222026		06/22/2026	10340749	08042026	125841	494.83	07/20/2026	INV	PD	BOSTER CALCARD 6/26
4839-06222026		06/22/2026	10340750	08042026	125841	201.01	07/20/2026	INV	PD	BUTLER CALCARD 6/26
3460-06222026		06/22/2026	10340751	08042026	125841	1,774.65	07/20/2026	INV	PD	CAMPOS CALCARD 6/26
062220264842		07/17/2026	10340703	08042026	125841	1,262.44	07/17/2026	INV	PD	Barry Christensen 0622202
062220260373		07/17/2026	10340712	08042026	125841	36.00	07/17/2026	INV	PD	Victoria Chang 0622202603
062220267375		07/17/2026	10340714	08042026	125841	1,115.90	07/17/2026	INV	PD	Alejandra Lopez 062220267
062220264288		07/17/2026	10340718	08042026	125841	1,270.64	07/17/2026	INV	PD	Monica Stieber 0622202642
062220264270		07/17/2026	10340722	08042026	125841	1,669.64	07/17/2026	INV	PD	Alexandra Lopez 062220264
062220264296		07/17/2026	10340723	08042026	125841	2,079.60	07/17/2026	INV	PD	Geraldine Lopez 062220264
062220265820		07/17/2026	10340686	08042026	125841	669.35	07/17/2026	INV	PD	Kristen Martin 0622202658
062220265559		07/17/2026	10340689	08042026	125841	1,944.98	07/17/2026	INV	PD	Marissa Granados 06222026
062220266099		07/17/2026	10340691	08042026	125841	1,845.42	07/17/2026	INV	PD	Zachariah Painter 0622202
062220264204		07/17/2026	10340693	08042026	125841	1,096.80	07/17/2026	INV	PD	Michelle Pinedo 062220264
573206222026		06/22/2026	10340701	08042026	125841	399.00	07/17/2026	INV	PD	LORENA SOULES CAL CARD 06
062220269498		07/17/2026	10340679	08042026	125841	2,089.35	07/17/2026	INV	PD	Sonnaca Luckey 0622202694
062220268254		07/17/2026	10340669	08042026	125841	504.81	07/17/2026	INV	PD	Jhen Gorden 062220268254
7739-062226		06/22/2026	10340494	08042026	125841	2,085.80	07/20/2026	INV	PD	MANZANO - JUNE CALCARD
3986-062226		06/22/2026	10340519	08042026	125841	98.28	07/20/2026	INV	PD	DIAZ JUNE CALCARD
9234-06222026		06/22/2026	10340545	08042026	125841	363.00	07/22/2026	INV	PD	CALCARD JUNE 2026 - MITCH
7572-06222026		06/22/2026	10340644	08042026	125841	3,104.92	07/22/2026	INV	PD	CALCARD JUNE 2026 - ROY L
7342-062226		06/22/2026	10340437	08042026	125841	14.83	07/20/2026	INV	PD	BODKIN - JUNE CALCARD
368906222026		07/15/2026	10340439	08042026	125841	2,231.12	07/15/2026	INV	PD	JACK MEYER CAL CARD 6/22/
9449-06222026		06/22/2026	10340445	08042026	125841	4,613.36	07/20/2026	INV	PD	CALCARD JUNE 2026 - TOMMY
293606222026		06/22/2026	10340446	08042026	125841	6,303.67	07/20/2026	INV	PD	LONG CALCARD 06/22/2026
2076-06222026		06/22/2026	10340456	08042026	125841	11,042.85	07/22/2026	INV	PD	CALCARD JUNE 2026 - MICHA
2602-06222026		06/22/2026	10340466	08042026	125841	8,054.16	07/22/2026	INV	PD	CALCARD JUNE 2026 - ROBER
728306222026		06/22/2026	10340423	08042026	125841	752.68	07/20/2026	INV	PD	PLUGGE CALCARD 06/22/2026
213306222026		06/22/2026	10340424	08042026	125841	2,173.13	07/20/2026	INV	PD	DOSSETT CALCARD 06/22/202
946006222026		07/15/2026	10340425	08042026	125841	6,215.28	07/15/2026	INV	PD	ANTHONY WILSON CAL CARD 6
991706222026		06/22/2026	10340426	08042026	125841	1,058.21	07/20/2026	INV	PD	LOFSTROM CALCARD 06/22/20
424706222026		07/15/2026	10340434	08042026	125841	4,248.58	07/15/2026	INV	PD	Jonathan Reyes-Flores Cal
1793-062226		06/22/2026	10340436	08042026	125841	771.80	07/20/2026	INV	PD	KALISH - JUNE CALCARD
984406222026		06/22/2026	10340416	08042026	125841	2,464.99	07/20/2026	INV	PD	TEMPRANO CALCARD 06/22/20

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
110306222026		06/22/2026	10340417	08042026	125841	147.01	07/20/2026	INV	PD	WESTPHAL CALCARD 06/22/20
960206222026		06/22/2026	10340418	08042026	125841	625.21	07/20/2026	INV	PD	COOK CALCARD 06/22/2026
674106222026		06/22/2026	10340420	08042026	125841	-505.00	07/20/2026	CRM	PD	SPRENGEL CALCARD 06/22/20
067306222026		06/22/2026	10340421	08042026	125841	1,170.22	07/20/2026	INV	PD	HAVRILCHAK CALCARD 06/22/
682006222026		06/22/2026	10340422	08042026	125841	537.48	07/20/2026	INV	PD	MANIS CALCARD 06/22/2026
770106222026		06/22/2026	10340391	08042026	125841	2,337.61	07/20/2026	INV	PD	KILPATRICK CALCARD 06/22/
782506222026		06/22/2026	10340396	08042026	125841	1,380.49	07/20/2026	INV	PD	SPRY CALCARD 06/22/2026
256406222026		06/22/2026	10340400	08042026	125841	168.20	07/20/2026	INV	PD	BODENHAMER CALCARD 06/22/
609606222026		06/22/2026	10340411	08042026	125841	428.46	07/20/2026	INV	PD	WEADOCK CALCARD 06/22/202
111106222026		06/22/2026	10340414	08042026	125841	708.93	07/20/2026	INV	PD	HOLLEY CALCARD 06/22/2026
493406222026		06/22/2026	10340383	08042026	125841	299.23	07/20/2026	INV	PD	DELERY M CALCARD 06/22/20
071520261479		07/15/2026	10340384	08042026	125841	144.00	07/20/2026	INV	PD	LIBRARY/PARKER
628206222026		06/22/2026	10340385	08042026	125841	248.04	07/20/2026	INV	PD	GONZALEZ CALCARD 06/22/20
027006222026		06/22/2026	10340386	08042026	125841	1,392.00	07/20/2026	INV	PD	PORTOLESE CALCARD 06/22/2
710606222026		06/22/2026	10340387	08042026	125841	167.38	07/20/2026	INV	PD	ROSE CALCARD 06/22/2026
257206222026		06/22/2026	10340390	08042026	125841	74.38	07/20/2026	INV	PD	OTT CALCARD 06/22/2026
170106222026		06/22/2026	10340374	08042026	125841	70.45	07/20/2026	INV	PD	EVELO CALCARD 06/22/2026
682606222026		06/22/2026	10340375	08042026	125841	612.89	07/20/2026	INV	PD	DILEVA CALCARD 06/22/2026
140206222026		06/22/2026	10340376	08042026	125841	27.52	07/20/2026	INV	PD	STEVENS CALCARD 06/22/202
566006222026		06/22/2026	10340379	08042026	125841	75.15	07/20/2026	INV	PD	MARTIN CALCARD 06/22/2026
348106222026		06/22/2026	10340381	08042026	125841	760.96	07/20/2026	INV	PD	HENRY CALCARD 06/22/2026
071520267279		07/15/2026	10340382	08042026	125841	-43.79	07/20/2026	CRM	PD	LIBRARY/VILHAUER CREDIT M
674906222026		06/22/2026	10340367	08042026	125841	21.17	07/20/2026	INV	PD	WINDMAN CALCARD 06/22/202
554306222026		06/22/2026	10340368	08042026	125841	86.96	07/20/2026	INV	PD	RUBIO CALCARD 06/22/2026
287006222026		06/22/2026	10340369	08042026	125841	75.00	07/20/2026	INV	PD	PRESTIA CALCARD 06/22/202
783406222026		06/22/2026	10340370	08042026	125841	179.99	07/20/2026	INV	PD	DRURY CALCARD 06/22/2026
836606222026		06/22/2026	10340371	08042026	125841	355.69	07/20/2026	INV	PD	HALEY CALCARD 06/22/2026
709606222026		06/22/2026	10340373	08042026	125841	895.54	07/20/2026	INV	PD	VALDIVIA CALCARD 06/22/20
8979-06222026		06/22/2026	10340331	08042026	125841	2,002.27	07/22/2026	INV	PD	CALCARD JUNE 2026 - JOHNA
4694-06222026		06/22/2026	10340332	08042026	125841	1,954.33	07/22/2026	INV	PD	CALCARD JUNE 2026 - STEVE
4849-06222026		06/22/2026	10340333	08042026	125841	3,442.07	07/22/2026	INV	PD	CALCARD JUNE 2026 - PHILL
0826-06222026		06/22/2026	10340348	08042026	125841	1,420.59	07/20/2026	INV	PD	CALCARD JUNE 2026 - DAVID
9211-06222026		06/22/2026	10340366	08042026	125841	57.74	07/20/2026	INV	PD	CALCARD JUNE 2026 - ESTE
920306222026		06/22/2026	10340365	08042026	125841	411.41	07/20/2026	INV	PD	RECINOS CALCARD 06/22/202
3471-06222026		06/22/2026	10340322	08042026	125841	3,294.81	07/20/2026	INV	PD	CALCARD JUNE 2026 - VICTO
9224-06222024		06/22/2026	10340324	08042026	125841	4,918.31	07/20/2026	INV	PD	CALCARD JUNE 2026 - CHRIS
6366-06222026		06/22/2026	10340325	08042026	125841	1,041.41	07/22/2026	INV	PD	CALCARD JUNE 2026 - BRIAN
8996-06222026		06/22/2026	10340328	08042026	125841	3,984.59	07/22/2026	INV	PD	CALCARD JUNE 2026 - JUAN
6324-06222026		06/22/2026	10340329	08042026	125841	4,257.50	07/22/2026	INV	PD	CALCARD JUNE 2026 - ROBER
6390-06222026		06/22/2026	10340330	08042026	125841	1,588.81	07/22/2026	INV	PD	CALCARD JUNE 2026 - MICHA
0448-06222026		06/22/2026	10340277	08042026	125841	73.13	07/20/2026	INV	PD	6/26 R. Vega Cal Card
579406222026		07/14/2026	10340283	08042026	125841	4,678.65	07/14/2026	INV	PD	MIKE COOK CALCARD 2026 JU
5151-06222026		06/22/2026	10340312	08042026	125841	574.65	07/20/2026	INV	PD	CALCARD JUNE 2026 - JUAN
1017-06222026		06/22/2026	10340313	08042026	125841	1,351.14	07/20/2026	INV	PD	CALCARD JUNE 2026 - AIRRO
0304-06222026		06/22/2026	10340316	08042026	125841	636.78	07/20/2026	INV	PD	CALCARD JUNE 2026 - JUSTI
0088-06222026		06/22/2026	10340319	08042026	125841	2,214.98	07/20/2026	INV	PD	CALCARD JUNE 2026 - SAXWE
5628-06222026		06/22/2026	10340272	08042026	125841	517.88	07/20/2026	INV	PD	CALCARD JUNE 2026 - JOE F
4196-06222026		06/22/2026	10340271	08042026	125841	709.00	07/20/2026	INV	PD	6/26 J. Ford Cal Card
7359-06222026		06/22/2026	10340274	08042026	125841	380.32	07/20/2026	INV	PD	CALCARD JUNE 2026 - JOSUE
7663-06222026		06/22/2026	10340275	08042026	125841	802.51	07/20/2026	INV	PD	CALCARD JUNE 2026 - JOSE
0451-06222026		06/22/2026	10340273	08042026	125841	2,612.06	07/20/2026	INV	PD	6/26 M. Morallo
4246-06222026		06/22/2026	10340276	08042026	125841	1,946.04	07/20/2026	INV	PD	CALCARD JUNE 2026 - FERNA
681306222026		07/09/2026	10340160	08042026	125841	675.00	07/09/2026	INV	PD	CCASTLE CALCARD 062026
227706222026		07/09/2026	10340161	08042026	125841	675.00	07/09/2026	INV	PD	LSMUDE CALCARD 062026
679706222026		07/09/2026	10340162	08042026	125841	1,474.84	07/09/2026	INV	PD	JCHUNG CALCARD 062026

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
775406222026		07/09/2026	10340163	08042026	125841	675.00	07/09/2026	INV	PD	MWITZANKSY CALCARD 062026
680506222026		07/09/2026	10340164	08042026	125841	724.16	07/09/2026	INV	PD	BWALLER CALCARD 062026
5897-06222026		06/22/2026	10340270	08042026	125841	16.47	07/20/2026	INV	PD	CALCARD JUNE 2026 - CHRIS
760606222026		07/08/2026	10340039	08042026	125841	1,395.83	07/08/2026	INV	PD	ROB PIERCE CAL CARD 6/22/
06222026-6846		06/22/2026	10340145	08042026	125841	224.95	07/20/2026	INV	PD	Marc Cal Card - Planetize
06222026-4451		06/22/2026	10340150	08042026	125841	126.75	07/20/2026	INV	PD	Sean Cal Card - chat gpt
185706222026		07/09/2026	10340151	08042026	125841	1,071.62	07/09/2026	INV	PD	RMICHEL CALCARD 062026
128106222026		07/09/2026	10340152	08042026	125841	675.00	07/09/2026	INV	PD	SBEHRENDT CALCARD 062026
080706222026		07/09/2026	10340153	08042026	125841	675.00	07/09/2026	INV	PD	PKALUDEROVIC CALCARD 0620
						167,047.82				
4616 UNITED SITE SERVICES OF CALIFORNIA, INC.										
114-14248536 FY26		06/19/2026	10340338	08042026	125842	550.09	07/20/2026	INV	PD	RB Pallet Shelter Restroo
114-14248536 FY27		06/19/2026	10340339	08042026	125842	634.71	07/20/2026	INV	PD	RB Pallet Shelter Restroo
						1,184.80				
13011 VENICE FAMILY CLINIC										
QUARTER4		07/17/2026	10340695	08042026	125843	1,884.50	07/17/2026	INV	PD	CDBG SUB. - VENICE FAMILY
13579 VEOLIA WTS SERVICES USA, INC.										
903880116 101053232		07/13/2026	10340568	08042026	125844	372.67	08/12/2026	INV	PD	EXCHANGE DI MIX BED
903880115 101053231		07/13/2026	10340570	08042026	125844	376.62	08/12/2026	INV	PD	EXCHANGE DI MIX BED
						749.29				
8088 VERIZON BUSINESS SERVICES										
Z2307009		07/17/2026	10340588	08042026	125845	40.55	07/17/2026	INV	PD	PH CHARGE
3621 VERIZON WIRELESS										
6147544158		07/14/2026	10340294	08042026	125846	366.55	07/14/2026	INV	PD	842000640 00002
6147011732		07/14/2026	10340297	08042026	125846	2,538.69	07/14/2026	INV	PD	44200360100002 MDC
6147008196		06/25/2026	10340326	08042026	125846	38.01	07/14/2026	INV	PD	SERVICE MAY 26 - JUNE 25
6147544217		07/01/2026	10340402	08042026	125846	593.88	07/24/2026	INV	PD	PW CELL PHONES 6/2-7/1/26
6147468393		07/01/2026	10340455	08042026	125846	407.05	07/24/2026	INV	PD	06/02/26-07/01/2026 FEES
						3,944.18				
14811 VESTIS UNIFORM AND WORK PLACE										
5860586082	6754	07/01/2026	10340603	08042026	125847	173.78	08/01/2026	INV	PD	PIER UNIFORMS - 7/1
5860586077	6754	07/01/2026	10340604	08042026	125847	246.77	08/01/2026	INV	PD	PARKS UNIFORMS 7/1
5860586078	6754	07/01/2026	10340607	08042026	125847	495.66	08/01/2026	INV	PD	PW MAIN YARD UNIFORMS 7/1
						916.21				
3408 WAXIE SANITARY SUPPLY										
84011770		07/08/2026	10340593	08042026	125848	3,958.76	08/08/2026	INV	PD	PARKS JANITORIAL SUPPLIES
84024165		07/16/2026	10340594	08042026	125848	1,181.68	08/16/2026	INV	PD	SEASIDE LAGOON JANITORIA
84016041		07/10/2026	10340595	08042026	125848	466.99	08/10/2026	INV	PD	FACILITIES JANITORIAL SUP
84024136		07/16/2026	10340596	08042026	125848	1,743.30	08/16/2026	INV	PD	AVIATION GYM JANITORIAL S
83941942		05/21/2026	10340783	08042026	125848	2,847.64	06/22/2026	INV	PD	FACILITIES JANITORIAL SUP
84001860		06/30/2026	10340784	08042026	125848	505.84	07/30/2026	INV	PD	PERFORMANCE ARTS CTR. JAN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
83928348		05/13/2026	10340785	08042026	125848	771.76	06/15/2026	INV	PD	RBPAC JANITORIAL SUPPLIES
						11,475.97				
9128 WEST COAST LIGHTS & SIRENS, INC.										
29165		03/09/2026	10340458	08042026	125849	91.39	04/08/2026	INV	PD	SEAT BRACKETS & BUCKLES P
14679 WESTFLEX INC										
5013333		07/06/2026	10340617	08042026	125850	471.25	08/06/2026	INV	PD	NITRILE GLOVES
3458 WILLIAMS SCOTSMAN, INC.										
9026425776 FY26		06/19/2026	10340352	08042026	125851	118.25	07/20/2026	INV	PD	Pallet Shelter Storage 06
9026425786 FY26		06/19/2026	10340353	08042026	125851	140.82	07/20/2026	INV	PD	Pallet Shelter Storage 06
9026425795 FY26		06/19/2026	10340354	08042026	125851	118.25	07/20/2026	INV	PD	Pallet Shelter Storage 06
9026425786 FY27		06/19/2026	10340356	08042026	125851	187.77	07/20/2026	INV	PD	Pallet Shelter Storage 07
9026425795 FY27		06/19/2026	10340357	08042026	125851	157.66	07/20/2026	INV	PD	Pallet Shelter Storage 07
9026425776 FY27		06/19/2026	10340360	08042026	125851	157.66	07/20/2026	INV	PD	Pallet Shelter Storage 07
9026488635		06/29/2026	10340636	08042026	125851	174.07	07/27/2026	INV	PD	STREETS STORAGE CONTAINER
						1,054.48				
13598 YEHDEGO, RAHEL										
243802		07/17/2026	10340618	08042026	125852	200.00	08/04/2026	INV	PD	REFUND_243802_AV DEP_7597
15695 ZIEGELHOEFER, CLAIRE										
245754		07/17/2026	10340630	08042026	125853	200.00	08/04/2026	INV	PD	REFUND_245754_AV DEP_7345
397 INVOICES						1,845,522.52				

** END OF REPORT - Generated by Nicholette Garcia **

Administrative Report

H.5., **File #** 26-0877 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

APPROVE CONTRACTS UNDER $35,000:

1. APPROVE AN AGREEMENT WITH LIEBERT CASSIDY WHITMORE FOR SPECIAL SERVICES TO PROVIDE GROUP TRAINING AS A MEMBER OF THE EMPLOYMENT RELATIONS CONSORTIUM IN AN AMOUNT NOT TO EXCEED $5,045 FOR THE TERM JULY 1, 2026 TO JUNE 30, 2027

   CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

2. APPROVE A CHECK-IN CENTER PLAN AGREEMENT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR USE OF THE REDONDO BEACH PERFORMING ARTS CENTER PARKING LOT (5 SPACES) FOR ELECTION WORKERS TO CHECK IN ELECTION MATERIALS FOR THE NOVEMBER 3, 2026 GENERAL ELECTION AT NO COST TO THE CITY FOR THE TERM OCTOBER 24, 2026 TO NOVEMBER 3, 2026

   CONTACT: ELEANOR MANZANO, CITY CLERK

3. APPROVE A VOTE CENTER FACILITY USE AGREEMENT AND THE SAFE ELECTION PLAN WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR USE OF THE ALTA VISTA PARK COMMUNITY CENTER FOR THE NOVEMBER 3, 2026 GENERAL ELECTION AT NO COST TO THE CITY FOR THE TERM AUGUST 4, 2026 TO NOVEMBER 6, 2026

   CONTACT: ELEANOR MANZANO, CITY CLERK

EXECUTIVE SUMMARY

Approve Contracts Under $35,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt & Signature - Liebert Cassidy Whitmore
- Insurance - Liebert Cassidy Whitmore

- Check-In Center Plan Agreement - Los Angeles County Registrar-Recorder County Clerk
- Vote Center Facility Use Agreement & Signature - Los Angeles County Registrar-Recorder County Clerk

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the City of Redondo Beach, A Municipal Corporation,hereinafter referred to as "Consortium Member," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "LCW" for the below described special services ("Agreement"). Consortium Member and LCW may be referred to herein individually as "Party" or collectively as "Parties."

WHEREAS Consortium Member has the need to secure expert training and consulting services to assist Consortium Member in its workforce management and employee relations; and

WHEREAS LCW is specially experienced and qualified to perform the special services desired by the Consortium Member and is willing to perform such services;

NOW, THEREFORE, Consortium Member and LCW agree as follows:

1. Term & Termination:

This Agreement is effective July 1, 2026 and shall remain in effect until June 30, 2027.

2. LCW's Services:

LCW will provide South Bay consortium membership, which includes the following Services, including the Materials as defined below, to Consortium Member (and the other consortium members) in exchange for payment in full of the Fee defined below:

A. Five (5) days of group training workshops covering various trainings applicable to Consortium Member, with the specific subjects covered and lengths of individual workshop presentations to be determined by Consortium Member and the other members of the consortium.

B. Availability of LCW attorney for Consortium Member to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls.

C. Providing of a monthly newsletter covering employment relations developments.

D. Access to Liebert Library at the PREMIUM level.

3. Fee:

For the above services the Consortium Member owes $5,045.00, (Five Thousand Forty Five Dollars) ("Fee").

The Fee will cover the above Services, including related development and distribution of written materials provided to attendees at the training programs (also "Materials").

4. Ownership & Use of Materials:

LCW shall have and retain ownership of all intellectual property rights, including patent rights, copyrights, moral rights, trademark rights, trade name rights, service mark rights, trade dress rights, trade secret rights, proprietary rights, privacy rights, and publicity rights, whether or not those rights have been filed, registered or applied for under any statute or are protected or protectable under applicable law existing at the time the Parties enter into this Agreement with regard to the Materials ("Intellectual Property Rights"). LCW will retain ownership of its Intellectual Property Rights. Consortium Member understands that the Material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. Consortium Member warrants there will be no future use of LCW Material in other trainings without the expressed written permission of LCW. To the fullest extent permitted by law, Consortium Member hereby

waives and release LCW, and each of their officers and employees ("Released Party(ies)") from any and all claims, demands, damages, or liabilities, including, but not limited to, those for the ordinary negligence of a Released Party, claims for bodily injury, personal injury or illness, emotional distress, property damage, wrongful death, consequential damages, economic damages, infringement, and attorney's fees and costs ("Claims" or "Claim"), which arise from or relate to Consortium Member's unauthorized use of or modification of Material or breach of this Agreement. This release does not apply to a Released Party to the extent a Claim is caused by the willful misconduct or gross negligence of that Released Party.

5. No Representation or Warranty.

LCW does not make any specific promise, representation or warranty regarding the Materials. LCW is not responsible for updating the Materials and, as time passes, the Materials may become outdated or contrary to applicable laws. LCW does not guarantee that the Materials will meet the needs of the Consortium Member or achieve certain results. LCW provides the Materials "AS IS" and without any warranty of any kind and any use by Consortium Member is at their own risk. LCW expressly disclaims any and all warranties, including the implied warranty of merchantability, fitness for a particular purpose and non-infringement to the fullest extent permitted by law. To the fullest extent permitted by law, Consortium Member releases LCW from Claims arising from their use or modification of the Materials.

6. Professional Liability Insurance.

The California Business & Professions Code requires an attorney to inform a client whether the attorney maintains errors and omissions insurance coverage applicable to the Services. LCW confirms that LCW maintains such insurance coverage.

7. Artificial Intelligence

LCW permits attorneys to utilize generative artificial intelligence ("AI") tools in the performance of their work within the standards and guidance established by the State Bar of California. Attorneys may use AI as a tool and do not use AI work product without applying their own independent legal judgment. Attorneys do not disclose confidential information to unsecure AI tools.

8. Disputes.

If a dispute between Consortium Member and LCW arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred in such arbitration. Any arbitration award may be served by mail upon either side and personal service shall not be required. If a dispute arises between Consortium Member and LCW over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. Both Parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. Each Party is to bear its own attorney's fees and costs.

9. File Retention.

LCW will return Consortium Member provided documents upon request at the conclusion of Services. If Consortium Member does not request the return of such documentation, LCW will retain it for a period of seven (7) years after conclusion of the Services. If Consortium Member does not request delivery of such documentation before the end of the seven (7) year period, LCW will have no further obligation to retain the file and may, at LCWs' discretion, destroy it without further notice to Consortium Member. At any point during the seven (7) year period, Consortium Member may request delivery of the file.

10. Miscellaneous.

It is understood and agreed that LCW is and shall remain an independent contractor under this Agreement. The Parties acknowledge that: (1) LCW is free from the control and direction of Consortium Member in connection with the performance of Services; (2) LCW performs Services outside the usual course of Consortium Member's business; and (3) LCW is customarily engaged in an independently established trade, occupation, or business of the same nature as the LCW performs for Consortium Member. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

This Agreement, and any Exhibits, represents the entire and integrated contract between Consortium Member and LCW with respect to the services described in this Agreement, and supersedes all prior representations, or agreements concerning those services only. This Agreement does not amend, supersede, or otherwise affect the Consortium Member's Agreement for Legal and Consulting Services with LCW. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining valid provisions will nevertheless continue in full force and effect. No modification to any provision of this Agreement shall be effective unless approved in writing and signed by both Parties. The failure of a Party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either Party thereafter to enforce each and every provision herein. The signators to this Agreement are authorized to execute this Agreement on behalf of and bind their respective Parties hereto. This Agreement may be executed in counterparts (including counterparts delivered by facsimile or other electronic means), which taken together will form one legal instrument.

ACCEPTED AND AGREED on the date indicated below:

LIEBERT CASSIDY WHITMORE
A Professional Corporation
Attn: Melanie Chaney
6033 W. Century Blvd., 5th Floor
Los Angeles, CA 90045
Email: mchaney@lcwlegal.com

By: 
Melanie Chaney / Managing Partner

Date: July 24, 2026

CITY OF REDONDO BEACH
A Municipal Corporation

By: _____

Name: _____

Title: _____

Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/12/2026

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).

PRODUCER
IMA, Inc. - Pasadena
3475 E. Foothill Boulevard
Suite 100
Pasadena CA 91107
License#: 0008309

CONTACT NAME: IMA Certs Team
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: certificates@imacorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Federal Insurance Company	20281
INSURER C : QBE Insurance Corporation	39217
INSURER D : QBE Specialty Insurance Company	11515
INSURER E : Harco National Insurance Company	26433
INSURER F :	

INSURED LIEBCAS-C1
Liebert Cassidy Whitmore, A Professional Corporation
6033 W. Century Blvd 5th Floor
Los Angeles CA 90045

COVERAGES **CERTIFICATE NUMBER:** 120823236 **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	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			72SBABL8FM5	12/14/2025	12/14/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			72SBABL8FM5	12/14/2025	12/14/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			72SBABL8FM5	12/14/2025	12/14/2026	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		2671750595	4/1/2025	4/1/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D E	Professional Liability Cyber Liability D&O			LAW2163903 CELP001193501377801 PML000345401	12/14/2025 12/14/2025 12/14/2025	12/14/2026 12/14/2026 12/14/2026	Each Claim/Aggregate: Each Occ/Aggregate: Aggregate:	$10,000,000 $3,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability forms apply to Automobile as written on the policy.

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

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
Brett Messner

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CHECK-IN-CENTER PLAN
November 3, 2026 General Election

The following constitutes the mutually agreed upon Check-In-Center Plan for the November 3, 2026 General Election by Redondo Beach Performing Arts Center and the Los Angeles County Registrar-Recorder/County Clerk (RR/CC) for the use of the facility space specified below:

Redondo Beach Performing Arts Center
1935 Manhattan Beach Blvd.
Redondo Beach, CA 90278

Contact List – Host

Primary Contact Name	Anthony Wilson	**Phone #**	(310) 318-0643
Email Address	Anthony.Wilson@redondo.org	**Alternate Phone #**	(323) 833-6730
After Hours Emergency Contact Name	Eleanor Manzano	**Phone #**	(310) 344-5934
Email Address	eleanor.manzano@redondo.org	**Alternate Phone #**	(310) 318-0646

Contact List – RR/CC

Primary Contact Name	Leanna Allende	**Phone #**	626-828-2910
Email Address	Lallende@rrcc.lacounty.gov	**Alternate Phone #**	562-410-5363
After Hours Emergency Contact Name	Gabriela Amezcua	**Phone #**	626-828-2975
Email Address	Gamezcua@rrcc.lacounty.gov	**Alternate Phone #**	562-412-3108

Access Schedule:
Host has agreed to grant exclusive access to the designated space for the following dates:

Start Date	End Date
October 24, 2026	**November 3, 2026**

During the above period, RR/CC staff shall have vehicle access to the designated space from 6:00pm – approximately 10:00pm. On Election Day, November 3, 2026, RR/CC staff shall have vehicle access to the designated space from 6:00pm – approximately 12:00am.

Designated Space, Parking, and Public Access

Host will provide RR/CC with access to five (5) continuous parking stalls to set up a Check-In Center. This space will accommodate one (1) supply van and the tables and equipment needed by the RR/CC.

Host will permit Election Workers access to Check-In-Center during the designated dates and hours. Election Workers will drive up to a Check-In-Center where staff will retrieve voted ballots and other election materials.

RR/CC shall limit signage and vehicle traffic to the mutually agreed upon areas.

Amendment of the Agreement

No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by both parties. This agreement may be modified or amended only upon a subsequent amendment executed by both Host and the RR/CC.

Indemnity Agreement: Host will indemnify, defend and hold harmless RR/CC, its trustees, elected and appointed officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss demands, actions, fees, costs and expenses are caused by or result from the grossly negligent or willful misconduct of the Host, its officials, officers, agents, employees, or volunteers.

RR/CC shall indemnify, defend and hold harmless Host, its officials, officers, agents, employees, independent contractors and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the RR/CC, its trustees, officers, agents, employees, or volunteers.

Notwithstanding the foregoing, RR/CC acknowledges and understands that certain parties will have access to the designated space, including but not limited to, custodial contractors and emergency staff. In no event shall Host be liable for any access to the designated facility space by these parties.

Additional Access Considerations

The following details represent any additional considerations necessary in providing RR/CC access to the designated space (Alarm Codes, Gate keys, Access Badges, Parking Passes, etc.):

_____
_____
_____
_____

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

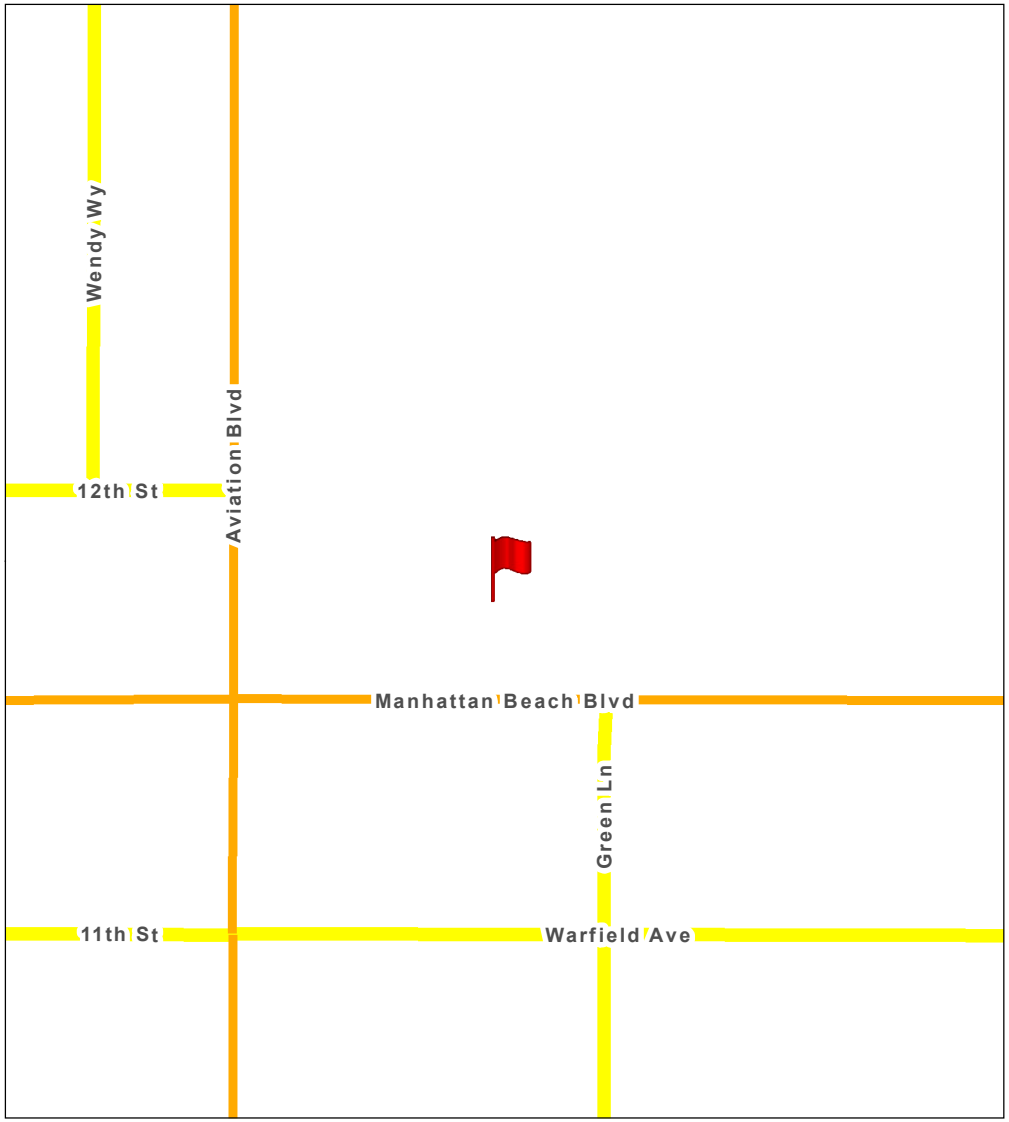
THE ABOVE CHECK-IN-CENTER PLAN APPLIES TO ONLY ELECTION PROGRAMS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement, and it is effective as of the date of last signature below.

Los Angeles County Registrar-Recorder/County Clerk	City of Redondo Beach – A Chartered Municipal Corporation
_____ Signature & Date	_____ Signature & Date
_____ Printed Name	_____ Printed Name

CHECK-IN-CENTER INSTRUCTIONS AND MAP

CIC # 801





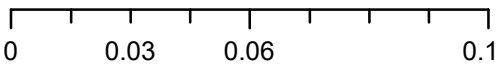
During Early Voting each night you and one clerk will return your Ballot Transport Box(es) Ballot Security Envelope(s) directly to:

Redondo Beach Performing Arts Center
1935 Manhattan Beach Blvd
Redondo Beach CA, 90278

The Clerk should hold the sealed:

- **Ballot Transport Box(es)**
- **Ballot Security Envelope(s)**
- **Green Stripe Envelope (Final night only)**





VOTE CENTER FACILITY USE AGREEMENT

Agreement and authorization is granted by the **City of Redondo Beach,** a chartered municipal corporation ("Host') to the Los Angeles County Registrar-Recorder/County Clerk on behalf of Los Angeles County ("RR/CC") for the use of the designated facility space specified below for the 2026 General Election.

Alta Vista Park - 12864 Community Center
715 Julia Ave
Redondo Beach, CA 90277

For and in consideration of the following conditions, both parties hereby agree as follows:

Term: This Agreement is entered into this **4th day of August 2026** and shall expire on November 6, 2026, unless sooner terminated or extended, in whole or in part, as provided in this agreement.

Use of the Facility: Host permits access to the agreed upon designated space during the period identified in the Access Schedule unless otherwise stated in the Vote Center Election Plan.

Facility Requirements: Host will ensure the designated space is free from any activity during the mutually agreed upon Access Schedule included in the Vote Center Election Plan, attached hereto as Exhibit "A", and provide an accessible means of entry pursuant to the American with Disabilities Act (ADA), electricity, air conditioning/heating (if available), and restroom access (if available).

Host will ensure the designated space is free from tables, chairs, electronic equipment, exercise equipment, musical instruments, movable cabinets, appliances and other similar large items prior to the first day of the Access Schedule unless use of existing furniture or equipment is mutually agreed upon by both parties in the Vote Center Election Plan. In the event of rain or roof leaks, Host will provide suitable accessible remedies to ensure a safe egress at the designated voting space or other reasonable accommodations.

Host will remove any floor coverings such as tarps and mats that may potentially cause tripping or injuries. Host will ensure that at times RR/CC is not on premises, access to the designated space is restricted only to those RR/CC has given prior approval.

Host will ensure that any network configuration and technical equipment installed in preparation for the election remains unmodified for the period designated in the Access Schedule of the Vote Center Election Plan. If changes are made to the network system, the RR/CC must be notified.

Primary Contacts:
The Host's Primary Contact for this Agreement is Eleanor Manzano, City Clerk, City of Redondo Beach, City Clerk's Office, 415 Diamond Street, Redondo Beach, CA 90277. (310) 318-0656 Ext. 3737 and Eleanor.Manzano@redondo.org.

The RR/CC's Primary Contact for this Agreement is Jaime Young, Assistant Division Manager, Vote Center Assessment and Recruitment, 12680 Corral Place, Santa Fe Springs, CA 90670, (562) 347-2447, votecenters@rrcc.lacounty.gov.

In addition, Host and RR/CC will designate contacts for both business and weekend/non-business hours related to facility access and technical operations to be included in the Vote Center Election Plan for each election.

Parking Requirements: Host agrees to provide sufficient parking including accessible spaces, a minimum of one space for curbside voting, and a waiver of any parking fees for RR/CC staff and voters.

Public Voting Period: Host agrees to provide RR/CC staff access to the designated space as detailed in the Vote Center Election Plan, unless a revised schedule is mutually agreed upon prior to the specific election.

Promotions and Political Material: RR/CC agrees to remove any political campaign signage or literature and not engage in audible dissemination of electioneering information within 100 feet of the designated voting space or the curbside voting location and not conduct any promotional activity tied to the public voting period without prior authorization from the Host.

Termination of the Agreement: Host will not cancel or change the location outside of a natural disaster or building/structural damage. Host and RR/CC stipulate that the novel coronavirus COVID-19 pandemic is excluded as a natural disaster or ground for termination for purposes of this Agreement. RR/CC may at any time and without reason, revoke its request to use the designated facility space; provided, however, that RR/CC shall reimburse Host for all reasonable and documented costs incurred by Host in preparation for or performance of this Agreement before the effective date of revocation. In the event any provision of this Agreement contradicts any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

Amendment of the Agreement: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

Certificate of Self-Insurance: RR/CC will provide certificate upon request.

Indemnity Agreement: Host shall indemnify, defend and hold harmless RR/CC, its principals, elected and appointed officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the grossly negligent or willful misconduct of the Host, its principals, officers, agents, employees, or volunteers.

RR/CC shall indemnify, defend and hold harmless Host, its principals, officers, agents, employees, independent contractors, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent, grossly negligent or willful misconduct of the County, its principals, officers, agents, or employees.

RR/CC shall be solely responsible for the custody, security, loss, theft, or damage of ballots, voting equipment, election materials, and other property brought to or maintained at the facility by or on behalf of RR/CC, and Host shall have no liability for such property or for access to the designated voting space by persons authorized or permitted by RR/CC, except to the extent directly caused by Host's gross negligence or willful misconduct.

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE SITE INDEMNITYAGREEMENT APPLIES ONLY TO ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK.

IN WITNESS WHEREOF, and executed as the date first written above, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.

Los Angeles County **Registrar-Recorder/County Clerk**	**City of Redondo Beach**
07/29/2026 Signature and Date	Signature and Date
Jaime Young, Assistant Division Manager Printed Name and Title	Printed Name and Title

Exhibit "A"

VOTE CENTER ELECTION PLAN

November 3, 2026 General Election

The following constitutes the mutually agreed upon Vote Center Election Plan for the November 3, 2026 General Election by the **City of Redondo Beach,** a chartered municipal corporation ("Host") and the Los Angeles County Registrar-Recorder/County Clerk on behalf of the County ("RR/CC") for the use of the facility space specified below:

Alta Vista Park - 12864
Community Center 715
Julia Ave
Redondo Beach, CA 90277

Contact List - Host

Primary Contact Name	Eleanor Manzano	**Phone #**	(310) 318-0656 Ext. 3737
Email Address	Eleanor.Manzano@redondo.org	**Alternate Phone #**	(310) 344-5934
On-Site Access Contact Name	Jhen Gordon	**Phone #**	(310) 697-3411
Email Address	Jhen.Gordon@redondo.org	**Alternate Phone #**	
Custodial Service Contact Name	Michael Klein	**Phone #**	(323) 875-3127
Email Address	Michael.Klein@redondo.org	**Alternate Phone #**	(310) 294-4192
IT Contact Name	Mike Cook	**Phone #**	(310) 697-3221
Email Address	mike.cook@redondo.org	**Alternate Phone #**	
After Hours/Emergency Contact Name	Eleanor Manzano	**Phone #**	(310) 318-0656 Ext. 3737
Email Address	Eleanor.Manzano@redondo.org	**Alternate Phone #**	(310) 344-5934

Contact List -RR/CC

Account Manager	Dayna Everon	**Phone #**	(562) 526-4415
Email Address	deveron@rrcc.lacounty.gov	**Alternate Phone #**	(562) 347-2447

IT Contact Name	Shannon Gadson	**Phone #**	562-462-2826
Email Address	sgadson@rrcc.lacounty.gov	**Alternate Phone #**	562-277-2118
After Hours/Emergency Contact Name	Jaime Young	**Phone #**	562-347-2447
Email Address	votecenters@rrcc.lacounty.gov	**Alternate Phone #**	562-229-8865

Access Schedule

Host has agreed to grant access to the designated voting space for the following dates and times:

Equipment Delivery & Set-Up (exclusive access begins)	October 28, 2026; 8:00AM to 12:00PM
Election Worker Pre-check Day	October 30, 2026; 12:00PM to 5:00PM
Early Voting Period	Oct 31 - Nov 2, 2026; 9:00AM to 8:00PM
Election Day	November 3, 2026; 6:00AM to 10:00PM
Vote Center Breakdown & Equipment Pick-up (exclusive access ends)	November 5, 2026; 8:00AM to 8:00PM

A deployment schedule for vote center equipment delivery/set-up and breakdown/pick-up is tentatively scheduled for the above dates. RR/CC will contact Host within two weeks of the equipment delivery & set-up date to confirm access to the designated space. This Agreement may be modified or amended only upon the mutual written amendment of both the Host and the RR/CC.

During the public voting period, RR/CC staff shall have access to the designated space during the dates and times listed above.

Voting hours are from 10:00AM to 7:00PM during the Early Voting Period and 7:00AM to 8:00PM on Election Day. Host acknowledges that public voting hours may be extended due to long lines. Pursuant to California Elections Code, any voter in line at the time of closing shall be provided the opportunity to receive and cast a ballot.

The contact persons and the phone numbers must be reachable during the period identified in the Access Schedule.

Health and Safety Plan

RR/CC shall ensure that public health guidelines are adhered to in all vote centers across LA County from the beginning of equipment set-up, during the voting period, and through the breakdown of the vote center as described in the Safe Election Plan (Attachment B). As provided in the Specific Responsibilities (Attachment A), RR/CC and facility staff shall maintain the cleanliness of the vote center and safeguard voter, election worker, and facility staff/user health as described in Attachment B

Designated Space, Parking, and Public Access

RR/CC shall use best efforts to limit voting traffic to the mutually agreed upon areas. RR/CC shall further use best efforts to not disturb the normal activities and use of the designated space and parking. Host agrees to provide an accessible means of entry, sufficient parking including accessible spaces, and a minimum of one space for curbside voting. Consistent with the Host's obligation to provide access compliant with the American with Disabilities Act (ADA), reasonable accommodations will be facilitated.

Voting Space (Check one and write your Initials to acknowledge):

☒ The items in the designated voting space/s will be free from tables, chairs, printers, electronic equipment, exercise equipment, musical instruments, movable cabinets, appliances, and other large items prior to the set-up day.
Host Initials: _____

☐ The items specified below may be left in the designated voting space/s as mutually agreed upon by both RR/CC and Host.

_____

Host Initials: _____ ***RR/CC Initials***: _____

Floor Coverings (Check one and write your Initials to acknowledge):

☒ The designated voting space/s will be free from any floor coverings such as tarps and mats that may potentially cause tripping or injuries prior to the set-up day.
Host Initials: _____

☐ The floor covering below may be used/remain in place in the designated voting space.

_____

Host Initials: _____ ***RR/CC Initials***: _____

Additional Access Considerations

The following details below represent any additional considerations necessary in providing RR/CC access to the designated space (check all that apply):

☒ On-site staff will open and lock the facility on days noted in the Access Schedule.

☐ Facility key or key card, alarm code or access badge will be provided to RR/CC staff for direct access to the voting area. The Host authorizes the use of a lockbox during the period identified in the Access Schedule to secure the key/key card on the premises. The placement of this lockbox shall be mutually agreed upon.
Host Initials: _____ ***RR/CC Initials***: _____

☐ Parking permits will be provided to RR/CC staff.

Internet Connection (Check one and write your Initials to acknowledge):

☑ Host agrees to provide hardwire connection (hardline, LAN) at the start of the period identified in the Access Schedule. An active data port will be available and security passwords (if any) will be provided to RR/CC staff.
Host Initials: _____

☐ Host will not provide hardwire connection at the start of the Access Schedule.
Host Initials: _____

NOT APPLICABLE - Private Facility Use Payment (Check one and write your Initials to acknowledge):

NOT APPLICABLE - ☐ Host agrees to waive any payment for use of the facility.
Host Initials: N/A

NOT APPLICABLE - ☐ RR/CC agrees to pay Host for use of the facility in the amount of $___. This payment covers all associated and incidental costs including, but not limited to, staff and custodial fees, hired security fees, cleaning fees and purchase of items, etc. used during the period identified in the Access Schedule. Private facilities must provide their W-9 to RR/CC before payment is processed. The payee name and mailing address is based on the information from the W-9.
Host Initials: N/A

Public Facility Use Payment (Check one and write your Initials to acknowledge):

☐ Host agrees to waive any and all payments for use of the facility pursuant to the California Elections Code.
Host Initials: _____

☒ RR/CC shall pay reasonable costs for of any personnel (including contractors) provided to RR/CC, including but not limited to, labor at an overtime or if applicable, double time rate, supervision, benefits, and administration incurred during the Access Schedule. An official invoice containing Agency letterhead must be submitted to RR/CC within 60 days after the election showing the breakdown of costs. RR/CC shall pay to the Host the cost, no later than forty-five (45) days following the date of RR/CC's receipt of the Host's invoice(s). Upon request, Host will provide RR/CC with supporting documentation and a breakdown of the costs invoiced pursuant to this Agreement.

Host Initials: _____

Other Costs

In the event that any unforeseen additional cost or fees are incurred by Host in connection with RR/CC's access to the designated voting space, Host shall notify RR/CC in advance of said fees/costs. Host shall provide RR/CC with detailed invoices of said costs and RR/CC shall pay Host within forty-five (45) days following the date of RR/CC's receipt of the Host's invoice(s).

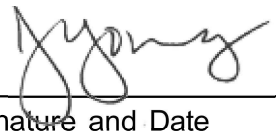
Electronic Signatures

The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE ELECTION PLAN APPLIES ONLY TO ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement and it is effective as of the date of last signature below.

Los Angeles County
Registrar-Recorder/County Clerk



07/29/2026
Signature and Date

Jaime Young, Assistant Division Manager
Printed Name and Title

City of Redondo Beach

Signature and Date

Printed Name and Title

ATTACHMENT A SPECIFIC

RESPONSIBILITIES

LA County RR/CC staff is responsible for:

- Disinfecting the surfaces of all voting equipment including, but not limited to, the Ballot Marking Devices, electronic pollbooks, and central ballot box after voter use.
- Placing mitigation items such as signs, cones, mats, door stops, etc. to maintain the most accessible path to and from the voting area.

Facility staff is responsible for:

- Daily/frequent cleaning of the restrooms.
- Daily/frequent trash pick-up.
- Providing a space outside of the vote center for curbside voting.
- Allowing RR/CC staff to place mitigation items such as signs, cones, mats, door stops, etc. to maintain the most accessible path to and from the voting area.
- Provide additional signage, if needed, to direct voters to the vote center.

Additional consideration:

- Wherever feasible, doors and windows should be open during hours where election workers are present to increase airflow.

LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK

Safe Election Plan

The Los Angeles County Safe Election Plan reflects ongoing public health, safety, and security practices designed to support voters and Election Workers during in-person voting.

These practices are informed by current public health guidance, election administration best practices, and security protocols to ensure voting remains safe, accessible, and secure for all voters.

Public Health & Wellness Measures



Cleaning Practices

- Electronic Pollbooks, Ballot Marking Devices (BMDs), and other commonly used surfaces are cleaned on an ongoing basis.
- Vote Centers are maintained to support a clean and orderly voting environment.



Physical Safety & Security at Vote Centers

Los Angeles County is committed to ensuring that Vote Centers are safe, neutral, and welcoming environments for all voters.

- Federal and State law protect voters from intimidation or interference while voting.
- Election Workers are trained on de-escalation, voter assistance, and incident response protocols.
- Security procedures are in place to address disruptions while maintaining a calm and orderly voting experience.
- Voters who feel uncomfortable may choose to drop off their Vote by Mail ballot at any Vote Center or Official Ballot Drop Box, or visit any Vote Center in the County.

Our Commitment

The Safe Election Plan reflects Los Angeles County's ongoing commitment to:

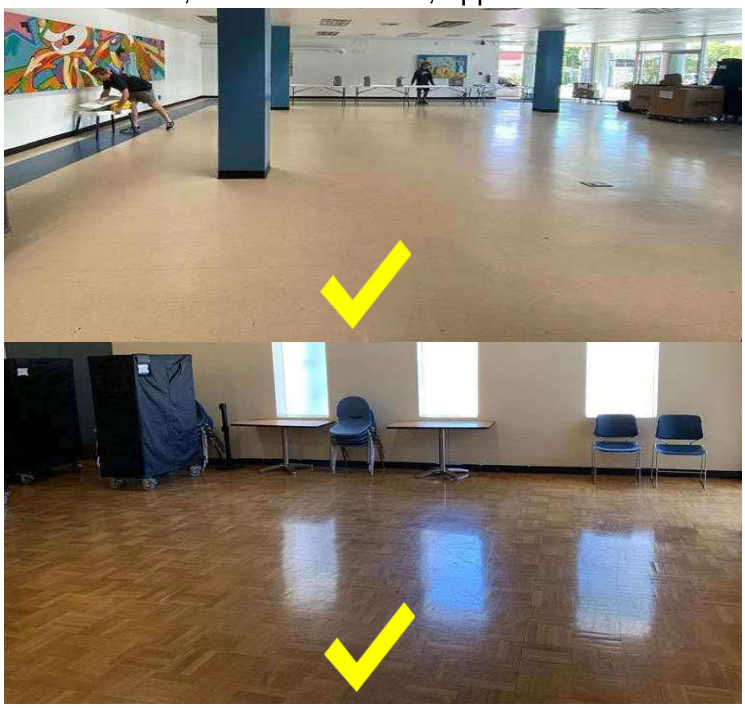
- Protecting voter health and safety
- Ensuring physical security and peace of mind at Vote Centers
- Preserving the integrity, accessibility, and confidentiality of the voting process

For more information about voting options or Vote Center locations, visit LAVOTE.GOV.

ATTACHMENT C

Voting Space

The space/s must be free from tables, chairs, printers, electronic equipment, exercise equipment, musical instruments, movable cabinets, appliances and other similar large items as shown in the pictures below.



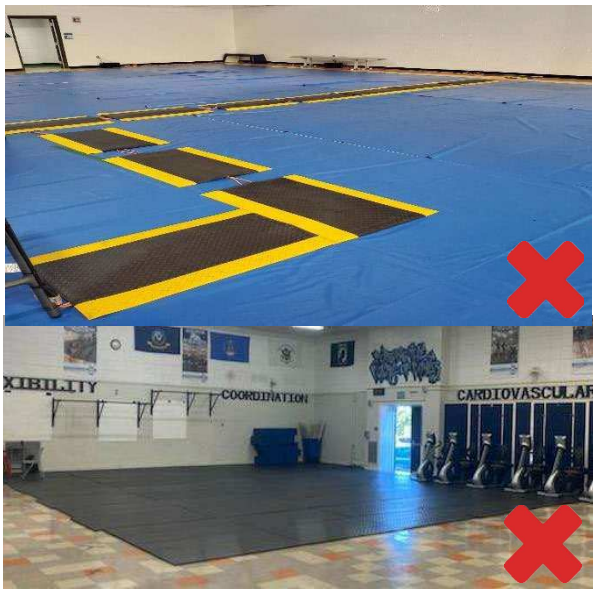


Floor Coverings

The space/s must be free from any floor coverings such as tarps and mats that may potentially cause tripping or injuries as shown in the pictures below.







Administrative Report

H.6., **File #** 26-0479 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE A PROJECT SERVICES AGREEMENT WITH 72 HOUR LLC, DBA WATSONVILLE FLEET GROUP TO PURCHASE AND UPFIT TWO 2027 RAM 4500 MEDIUM DUTY COMMERCIAL TRUCKS CONFIGURED AS PARAMEDIC SQUADS, FOR USE BY THE FIRE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED $571,365.44

EXECUTIVE SUMMARY

Staff recommends the approval of a project services agreement to purchase and upfit two Fire Paramedic Squad trucks (2027 Ram 4500 Chassis Cab Big Horn 4x2 Crew Cab) for use by the Fire Department, replacing Units 135 and 136, which have reached the end of their scheduled life cycle. These replacements were authorized as part of the FY 2026-27 budget adoption. Competitive pricing for the vehicles was obtained through a Request for Proposal process.

BACKGROUND

In June 2026, the City Council approved FY 2026-27 Decision Package #13 Scheduled Vehicle Replacement, which included funding for the purchase of two Fire Department Paramedic Squad units (Units 135 and 136) that have reached the end of their scheduled life cycle. Staff recommends the purchase of two Paramedic Squad units (2027 Ram 4500 Chassis Cab Big Horn 4x2 Crew Cab) at a quoted cost of $571,365.44. The vehicles will be upfit as Fire Paramedic Squad trucks and will meet the operational needs of the Fire Department. If approved, delivery of the vehicles is anticipated to be in the next nine to ten months.

Staff issued a Request for Proposal (RFP 2526-006) and received five submissions. The five proposals were evaluated for responsiveness, qualifications, and cost. 72 Hour LLC, dba Watsonville Fleet Group, submitted the proposal with the best combination of price and qualifications.

The table below shows all vehicles authorized for replacement in the FY 2026-27 Budget, including the two units recommended for purchase. Pre-order authorization was granted by the City Council in the prior fiscal year to initiate the vehicle procurement process.

Vehicle Replacement Schedule - FY2026-27 Decision Package #13

Unit	Year	Description	Assigned	Dept	Total Funding Per Unit
611	2021	DODGE DURANGO	INVESTIGATIONS-SIU	P	$ 60,007
637	2013	CHEVROLET CAPRICE	INVESTIGATIONS-SIU PD	P	$ 53,259
682	2021	HONDA ODYSSEY VAN	INVESTIGATIONS-SIU	P	$ 53,344
683	2021	FORD EDGE	INVESTIGATIONS-SIU PD	P	$ 50,956
685	2021	FORD EXPLORER	INVESTIGATIONS-SIU	P	$ 54,538
135	2018	DODGE RAM 4500 P/U (R61)	OPS-SPEC-SRVS	F	$ 297,285
136	2018	DODGE RAM 4500 P/U (R62)	OPS-SPEC-SRVS	F	$ 297,285
250	2013	FORD F-150 P/U	PARKS	PW	$ 48,079
647	2023	DODGE DURANGO	PATROL	P	$ 83,536
649	2023	DODGE DURANGO	PATROL	P	$ 83,536
665	2023	DODGE DURANGO	PATROL	P	$ 83,536
671	2023	DODGE DURANGO	PATROL	P	$ 83,536
674	2021	DODGE CHARGER	PATROL	P	$ 83,178
382-1	2013	SOLAR GUARD LITE 50	STREETS-GAS TAX	PW	$ 5,445
800	2014	TAYLOR-DUNN ELECTRIC TRUCK	TIDELANDS MAINT	PW	$ 31,257
855	2017	TAYLOR-DUNN ELECT CART	UPLANDS MAINT	PW	$ 18,890
12	2013	FORD F-150	SOLID WASTE	PW	$ 29,557
204	2012	FORD F-350 1-TON PICKUP-EQ	PARKS-SOLID WASTE	PW	$ 50,325
14-13	2013	FORD TRANSIT CONNECT	BUILDING OCCUPANCY	PW	$ 35,505
677	2021	FORD UTILITY	PD - WATCH COMMANDER	P	$ 94,257
					$ 1,597,314
Advance Replacement (1 year advance)					
344	2014	FORD F250	STREETS-GAS TAX	PW	$ 57,251
803	2019	POWERBOSS NAUTILUS SCRUBBER	TIDELANDS MAINT	PW	$ 85,000
					$ 1,739,565

COORDINATION

The Public Works Department coordinated the purchase with the Financial Services and Fire Departments. The City Attorney's Office reviewed and approved the Agreement as to form.

FISCAL IMPACT

Funding for the purchase of the vehicles, at a total cost of $571,365,44 is available in the Public Works Department's Fleet Operating Budget. No additional appropriation is required to complete the purchase.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - 72 Hour LLC DBA Watsonville Fleet Group
- Insurance - 72 Hour LLC DBA Watsonville Fleet Group

AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND 72 HOUR LLC DBA WATSONVILLE FLEET GROUP

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and 72 Hour LLC, a California limited liability company dba Watsonville Fleet Group ("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 adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

E. Agreement to Comply with California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

* * * * *

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 five (5) 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 performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

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. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). 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, and employment laws.

a. Acknowledgement. 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. 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. 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 11/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. 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 comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

b. Labor Law Requirements. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html.

18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. 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.

20. 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.

21. 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.

22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

23. 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.

24. 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.

25. 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.

26. Time of Essence. Time is of the essence of this Agreement.

27. 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.

28. 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."

29. 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.

30. 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.

31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 810 *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.

32. 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.

33. Warranty; Correction of Work.
    a. Contractor warrants that all products and work provided under this Agreement shall:
        1. be delivered with good title, free of liens and encumbrances;
        2. conform to the requirements of this Agreement;
        3. be free from defects in materials and workmanship; and
        4. be fit for their intended purpose.

b. Unless a longer warranty applies, Contractor's warranty shall remain in effect for one (1) year from the date of delivery or acceptance by the City, whichever is later, except that consumable items shall be warranted for thirty days from the date of delivery or City acceptance, whichever is later. This warranty is in addition to, and shall not reduce or replace, any applicable OEM, body manufacturer, equipment manufacturer, supplier, or subcontractor warranty. Contractor shall obtain and pass through to the City all applicable warranties provided by the OEM, body manufacturer, equipment manufacturers, suppliers, and subcontractors. Contractor shall obtain and pass through to the City an OEM delayed warranty commencement date for each Vehicle described in Exhibit "A" based on the actual in-service date of the completed Vehicle. Contractor shall provide the City with written evidence of the delayed warranty commencement date before City acceptance of the applicable Vehicle.

c. For purposes of this Section, "consumable items" means items ordinarily depleted through normal use. Consumable items do not include installed equipment, batteries, electrical or lighting components, finishes, graphics, manufactured or fabricated components, or other components intended to remain in service as part of the completed Vehicles.

d. If during the applicable warranty period, the City determines that any product or work is defective or nonconforming, Contractor shall, upon the City's written notice and at its sole cost and expense, promptly repair, correct, or replace the defective or nonconforming product or work, including all labor, supervision, materials, transportation, removal, reinstallation, and related costs.

e. If Contractor fails to commence the required warranty work within thirty (30) days of City's written request, or thereafter fails to diligently complete the warranty work, the City may perform the work and the Contractor shall reimburse the City for its reasonable costs. All corrected or replaced work shall be warranted for one year following the City's acceptance of the correction or replacement, or for the remaining term of the original applicable warranty, whichever is longer.

f. Contractor shall remain the City's primary point of contact for all warranty claims involving the chassis, truck bodies, upfit, electrical systems, communications systems, graphics, and installed equipment.

Nothing in this Section 33 shall limit Contractor's obligation to correct or replace defective work or Contractor's indemnity obligations under Section 14. The warranty set forth in this Agreement shall survive the termination or expiration of this Agreement and shall remain in full force and effect for the applicable warranty periods stated herein and under any assigned or passed-through third-party warranties.

34. 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.

35. 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.

36. 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 4th day of August, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

72 HOUR LLC, a California limited liability company dba Watsonville Fleet Group

DocuSigned by:
KEVIN BUZZARD
6A749242B7E34A4...

By: _____
Name: KEVIN BUZZARD
Title: Fleet Mgr
7/23/2026 | 6:20 AM PDT

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

A. PROJECT OVERVIEW

The Project consists of the purchase, fabrication, upfitting, testing, registration, and delivery of two (2) fully equipped Fire Paramedic Squad trucks for use by the City Fire Department (collectively, the "Vehicles"). Each Vehicle shall be built on a new Model Year 2027 Ram 4500 Chassis Cab Big Horn 4x2 Crew Cab, 60-inch cab-to-axle, 173.4-inch wheelbase. This Project is described in this Exhibit "A" and Attachment "A-1".

The Contractor's Response to RFP No. 2526-006, dated January 19, 2026, and revised May 19, 2026, including the Vehicle specifications, equipment descriptions, subcontractor quotations, and pricing information contained therein, is attached to this Exhibit "A" as Attachment "A-1" and incorporated herein by reference. In the event of a conflict or inconsistency between this Exhibit "A" and Attachment "A-1", this Exhibit "A" shall control.

Contractor shall coordinate the work performed by California Truck Equipment Company ("CTEC"), 911 Vehicle, and any other City authorized subcontractor or supplier. Contractor shall remain fully responsible for all work performed by its subcontractors and suppliers as if performed directly by Contractor. No subcontracting shall relieve Contractor of any obligation under the Agreement.

B. SCOPE OF WORK

The Project includes:

1. Purchase of the chassis and completion of the Vehicles in accordance with Attachment "A-1".

2. Fabrication and installation of two Paramedic Squad Utility bodies by CTEC in accordance with City specifications as outlined in Attachment "A-1".

3. Upfitting of the Vehicles by 911 Vehicle with the lighting, communications, electrical, console, graphics, and related equipment described in Attachment "A-1".

4. Inspection, testing, correction of deficiencies, title, registration with the California Department of Motor Vehicles, and delivery of the Vehicles.

Contractor shall furnish all labor, supervision, materials, equipment, tools, transportation, and other items and services to complete this Project, whether or not each item is expressly identified.

C. **TASKS AND ACTIVITIES**

Contractor shall perform or cause to be performed all tasks and activities to complete the Work described in this Exhibit "A".

1. Task 1 — Purchase of Two Chassis
   a. Purchase two new Model Year 2027 Ram 4500 Chassis Cab Big Horn 4x2 Crew Cab vehicles, with a 60-inch cab-to-axle dimension and 173.4-inch wheelbase, including all options and specifications identified in Attachment "A-1".
   b. Provide the City with written OEM order confirmation and the vehicle identification number for each chassis prior to delivery.
   c. Upon delivery of the chassis from the OEM, provide the City reasonable access to inspect the chassis before fabrication and upfitting begin.
   d. Coordinate transportation and delivery of the chassis to CTEC, 911 Vehicle, and any other approved subcontractor to complete the Project.

2. Task 2 – Truck Fabrication
   a. Fabricate **two (2) Paramedic Squad Utility bodies** in accordance with City-approved design drawings, specifications, materials, colors, products, including but not limited to AMDOR Roll-up Box Doors, as outlined in Attachment "A-1".

3. Task 3 – Lighting and Communications Upfit
   a. Install new lighting and communications systems in the Vehicles in accordance with Attachment "A-1".
   b. The upfit shall include:
      i. Base electrical system;
      ii. Emergency lighting and siren equipment;
      iii. Command and center console module;
      iv. Radio and computer equipment; and
      v. Other equipment, including the City-approved graphics package.

   Contractor shall ensure that all installed components are compatible with the chassis, truck bodies, City-supplied equipment, and all other installed systems.

4. Task 4 – Testing, Delivery, Registration, and Acceptance
   a. Upon completion of fabrication and upfitting, Contractor shall make the Vehicles available to City designated staff for the Fire and Public Works Departments at locations designated by the City for inspection and testing before City acceptance.
   b. Contractor shall, at its sole cost and expense, promptly correct any defect, deficiency, damage, or nonconforming work identified during inspection or testing.

1. Contractor shall deliver the Vehicles to the City with good title, free and clear of liens and encumbrances, together with all documents required for title and registration with the California Department of Motor Vehicles and issuance of California exempt license plates.

2. City acceptance shall occur only after:
   a. The Vehicles have been delivered to the City;
   b. The City has completed its inspection and testing;
   c. Contractor has corrected all identified deficiencies;
   d. The Vehicles conform to the requirements and specifications set forth in this Exhibit “A”; and
   e. The City has received all required title, registration, warranty, manuals, keys, and closeout documentation.

3. City acceptance shall be confirmed in writing. Inspection, testing, possession, use, or payment shall not constitute City acceptance or waive any defect, nonconformity, warranty claim, or other remedy available to the City.

4. Contractor shall provide all warranty documentation and comply with the requirements set forth in Section 33 of the Agreement.

D. **DELIVERABLES**

Contractor shall deliver:

1. The Vehicles, fully operational and conforming to the requirements and specifications set forth in this Exhibit “A”.

2. Good and transferable title to the Vehicles, free of liens and encumbrances.

3. California Department of Motor Vehicles registration and California exempt license plates.

4. All OEM, body manufacturer, equipment manufacturer, supplier, subcontractor, and Contractor warranty documentation required by Section 33.

5. Written confirmation of the delayed OEM warranty commencement date required by Section 33.

6. All operating and maintenance manuals, final approved drawings, wiring diagrams, keys, key fobs, and other documents or items required by this Exhibit “A”.

E. **PROJECT SCHEDULE**

Contractor shall complete the Project in accordance with Exhibit “B”.

The Contractor shall coordinate all work activities with the City, CTEC, 911 Vehicle, and its approved subcontractors and suppliers to meet the performance deadlines in Exhibit “B”. Contractor shall promptly notify the City of any unforeseen conditions that may affect the Project. The City may extend the Project timeline in writing at its sole discretion.

F. **PERFORMANCE REQUIREMENTS**

Contractor shall:

1. Perform all work in accordance with this Agreement, including all exhibits and attachments, City-approved design drawings, manufacturer requirements, and all applicable federal, state, and local laws, codes, and regulations.

2. Ensure that all fabrication and installation work meets applicable quality and safety standards and is completed using approved products, materials, and methods.

3. Maintain an efficient work sequence and adequate staffing to complete the Project within the time required by Exhibit “B”.

4. Coordinate City inspection and testing of the Vehicles before acceptance by the City.

5. Correct all identified deficiencies at no additional cost to the City.

City review or approval of any drawing, specification, product, material, or installation method shall not relieve Contractor of responsibility for compliance with this Agreement, system compatibility, proper fit, workmanship, or satisfactory operation of the completed Vehicles.

G. **REPORTING REQUIREMENTS**

Contractor shall:

1. Ensure that the Vehicles’ dealer provides the City with the written delayed warranty certification or authorization required by Section 33 before City acceptance.

2. Provide written OEM order confirmation and vehicle identification numbers as soon as available.

a. Submit any proposed revision to an approved design, product, material, or equipment list to the City for review and written approval before fabrication and upfit.
b. Provide vehicle registration with the California DMV and title upon final delivery to City.
c. Provide any other required closeout documents before City's acceptance.
d. Notify the City promptly of any unforeseen conditions affecting schedule or scope and obtain written authorization before performing additional work.

H. **ROLES AND RESPONSIBILITIES**

1. Contractor Responsibilities
   a. The Contractor shall perform all tasks and activities necessary to complete the Work as described in this Exhibit "A".
   b. Contractor shall be responsible for the acts, omissions, delays, defects, and nonperformance of CTEC, 911 Vehicle, and all other subcontractors and suppliers.
   c. Contractor shall remain responsible for the custody, protection, insurance, and risk of loss or damage to the chassis and Vehicles until City acceptance.

2. City Responsibilities
   a. The City will provide the following Customer-Supplied Parts to 911 Vehicle for installation as part of the upfit:
      i. Two Motorola APX8500 all-band, single-head radios; and
      ii. Two Motorola handheld radio chargers.

      The parts are described in Attachment "A-1".

   b. The City will be available to:
      i. Participate in one pre-build meeting;
      ii. Perform chassis and pre-upfit inspections as reasonably necessary; and
      iii. Perform final inspection and testing of the completed Vehicles.

No changes to the specifications outlined in Attachment "A-1", or additional work beyond the approved Scope of Work, shall proceed without written authorization from the City Public Works Director or designee.

ATTACHMENT "A-1"

CONTRACTOR'S RESPONSE TO RFP NO. 2526-006, DATED JANUARY 19, 2026, AND REVISED MAY 19, 2026.

See the attached Response to RFP No. 2526-006.

WATSONVILLE FLEET GROUP
490 Auto Center Drive, Watsonville, Ca 95076
(855) 289-6572 / (626)457-5590

1/19/2026
Revised 5-19-2026

Quote ID: **RFP# 2526-006**

CITY OF REDONDO BEACH

531 N GERTRUDA AVE

REDONDO BEACH, CALIFORNIA, 90277

Dear Redondo Beach,

Watsonville Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Two (2) New/Unused (2027 Ram 4500 Chassis Cab (DP4L93) Big Horn 4x2 Crew Cab 60" CA 173.4" WB, CTEC Body and 911 Upfit Medic Squad.

	One Unit	**Total Extended Unit's (2)**
Contract Price	$77,087.00	$154,174.00
CTEC Body and 911 Upfit Medic Squad	$183,205.00	$366,410.00
Tax (9.7500 %)	$25,378.47	$50,756.94
Tire fee	$12.25	$24.50
Total	$285,682.72	$571,365.44

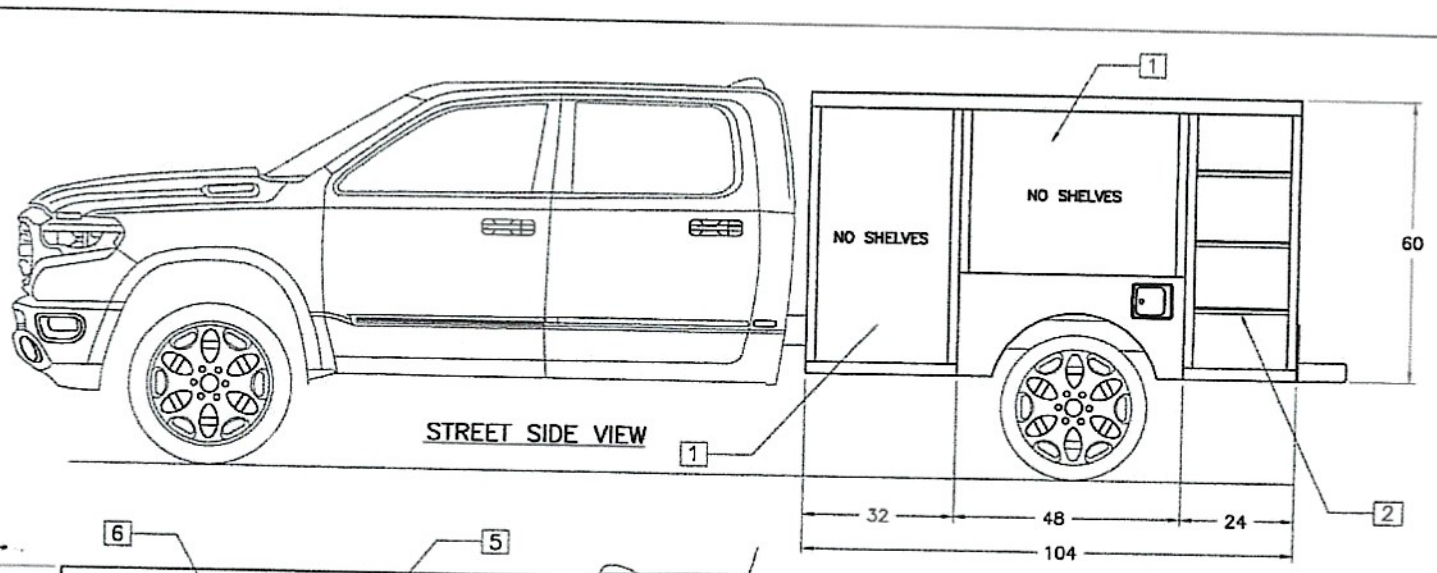
- per the attached specifications.

Estimated Delivery 220-180 Days ARO

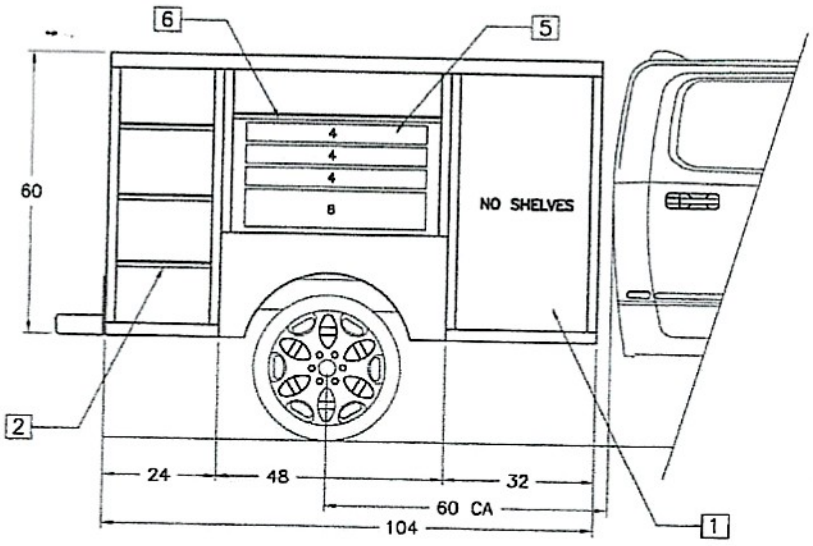
Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

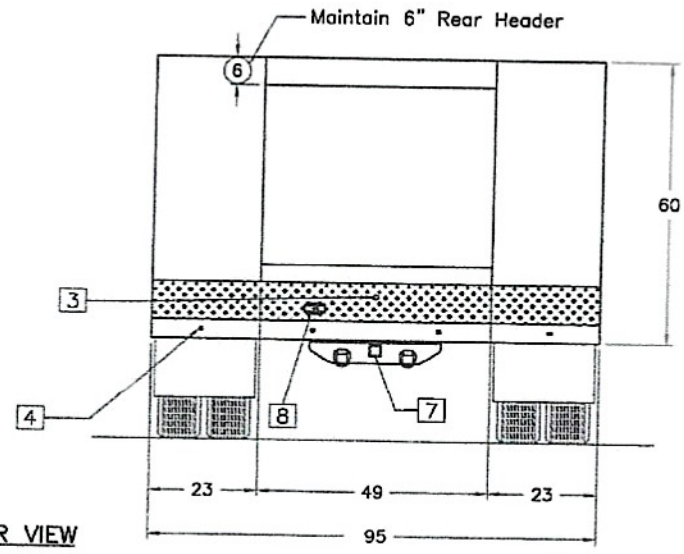
Kevin Buzzard
Account Manager
Email: buzzard5150@gmail.com
Office: (626) 457-5590



BILL OF MATERIALS		
NO.	QTY.	DESCRIPTION
1.	X	NO SHELF IN COMPARTMENT
2.	3	ADJ. SHELVES
3.	1	BACK UP CAMERA
4.	1	BACK UP SENSORS
5.	4	ROLL-OUT DRAWERS (1-8" TALL, 4-3" TALL)
6.	1	FIXED SHELF
7.	1	CLASS V RECEIVER HITCH W/D RINGS
8.	1	7-4 PIN TRAILER CONNECTOR
		NOTES:
	1	GRAY ZOLATONE INSIDE ALL COMPT. AND
		DRAWER FRONT
	2	FRONT DIAMOND PLATE - FRONT END PANEL
	3	NO DOORS IN ALL COMPT.
	4	ONLY DOORS BRACKET INSTALLED BY CTEC
		(8" TALL X 6" WIDE X 1-3/4" DEEP)
	5	DRAWER BRACKET - SPECIAL 4" WIDE



CURBSIDE VIEW



REAR VIEW

WORK ORDER NO : N/A	
CUSTOMER : REDONDO BEACH SQUAD 63	
BODY TYPE : 10460-VCT-95	
CHASSIS INFO : 2024 DODGE RAM 4500 ,60 CA , DRW	
ENGINEER : KEVAL D.	CHECKED BY : RICK A.
DATE : 01/14/2026	SHEET NO : 1
CUSTOMER APPROVAL : DATE : SIGN :	REVISION NO:

CALIFORNIA TRUCK EQUIPMENT CO.
12351 Bellflower Blvd.
Downey, CA. 90242
(800) 567-2832
(562) 803-4466
FAX (562) 803-8795
www.ctec-truckbody.com

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5604 E. La Palma Ave. Anaheim, CA 92807
P: 714-808-0911 F: 714-808-0916 www.911vehicle.com

Your Single Source Provider for Emergency Vehicle Solutions

Quote#11326-1

To: _____ From: Dan Walters

Company: Redondo Beach Fire Date: May 19, 2026

E-Mail: _____ Phone # _____

Regarding: Medic Squad Vehicle Lighting and Communications Package RAM 4500 Crew Cab 2 wheel drive

1 Number of Pages sent including cover sheet

QTY	Breakdown with labor:			EXTENSION TOTAL
	Vehicle and Truck Body			
1	Custom Medic Squad Utility Body per Redondo Spec Highway Products Bed Slide in rear center portion of box AMDOR Roll Up Box Doors			92,015.00
	Base Electrical System			
1	Main DC Power / Ground Electrical Buss System			1,740.00
2	Odyssey 94R Drycell Batteries underhood			1,300.00
1	Odyssey 48-720 Drycell Batteries in Service Body for MDC			835.00
1	In Floor Battery Boxes			1,217.00
1	2G Power and Ground Cable for Isolated Battery			1,185.00
1	Auto Isolator for Dual Battery System			1,115.00
1	911V-Mux Vehicle Load Manager			3,265.00
1	Key Ignition Control System			270.00
1	Park Nuetral Control System			320.00
	Emergency Lighting and Siren Equipment			
1	Code 3 Z3SXP-1 Siren and Lighting Controller in Console			3,045.00
1	Code 3 2700 Lightbar with Dual Mode LED's			6,175.00
1	Headlight Flasher			555.00
2	L.E.D. Lights mounted under side view mirrors			1,310.00
2	Whelen M7R Grill Lights (Red)			1,510.00
2	Whelen M7R Side Fender LED's (Red)			1,725.00
2	Whelen M7R LED's mounted on Side of Truck Body			1,295.00
1	Arrowstick - Mega Thin MTS835MC-AW mounted on rear of roof			2,120.00
2	Siren speakers mounted behind grill C3900U			1,355.00
1	Back-up Alarm with Override Switch (On/Off)			508.00
2	Whelen M6 Scene Lights on Rear of Truck Body with Bezel			1,435.00
2	Whelen M6R Red Lights in Bezel on Rear of Truck Body			1,195.00
2	Whelen M6 4 Position Chrome Vertical Bezel for Lights			1,195.00
2	Whelen M6A Amber Lights with Bezel on Rear of Truck Body			1,195.00
2	Whelen M6 Chevron Arrow Turn Signals mounting in Vertical Bezel			1,001.00
2	Whelen M6 Brake/Running Lights mounted in vertical bezel			1,065.00
2	Whelen M6 Reverse Lights Mounted in Vertical Bezel			1,135.00
1	Air Horn with Compressor and Tank with Foot Switch (Driver Side)			1,455.00
2	Whelen Pioneer Flood Lights with surface mount			7,710.00
	Command and Center Console Module			
1	Metal Center Console for Radios and Lighting Controller			1,855.00
1	AC-FHDFB Storage Box behind widebody console			1,225.00
2	Arm rests mounted on each side of the console			393.00
1	Communications Cabinet under Rear Seat			1,240.00
	Radio and Computer Equipment			
2	Motorola APX8500 All Band Single Head Radios (CS)			3,160.00
1	911Vehicle Intercom 4 PTT Stations 2 Radio TX			3,345.00
2	Mobile Radio Intercom Interfaces			1,410.00
2	911Vehicle OTH-10CF Headsets			710.00
1	X-Naut Mount for iPad 13 Pro M4 with fans			2,457.00
1	Heavy Duty Side Pole Mount for MDC			995.00
2	Motorola Handheld Radio Chargers flush in console (CS)			580.00
3	Roof Mounted Antennas			1,235.00
1	3-1 Multi-Band WiFi Antenna for Motorola OTA Programming			602.00
	Other Equipment			
1	Misc. Parts and Materials (Loom, Connectors, Etc.)			645.00
1	20 Amp Auto Eject Inlet for Battery Charger w/ LED			1,100.00
1	Auto Interlock Relay to allow for Dual Auto Eject Inputs			685.00
1	Second 20 Amp Auto Eject Inlet on Passenger Side for Battery Charger w/ LED			1,100.00
2	LED Indicator LEDs on Shore Power Inlet			500.00
1	40 Amp Battery Charger - L1 lower front panel			1,222.00
2	LED Lights under rear bumper on in reverse and button on Controller			700.00
1	Remote Door Unlock Swith in Grill			565.00
2	Dual USB-C Sockets with Rubber Cover			520.00
7	Magnetic Door Switches Installed on all Compartment Doors			2,745.00
1	LED Light on Console for Compartment Open Warning & Buzzer			1,035.00
1	Rear Storage Box on Bed Slide per Redondo Beach Design			5,150.00
1	Graphics installed per Redondo Beach Fire Spec			6,250.00
1	Live View Rear Camera System			1,535.00

(CS) = Customer Supplied Parts

SUBTOTALS	$	**183,205.00**
SALES TAX	$	-
TOTAL	$	**183,205.00**

All Quotes are Per Vehicle and Valid for 120 Days

All line items include parts and labor unless identified with (CS)

Vehicle Configuration Options

ENGINE	
Code	**Description**
ETN	Engine: 6.7L I6 Cummins Turbo Diesel, -inc: Selective Catalytic Reduction (Urea), Dual 730 Amp Maintenance Free Batteries, Clean Idle Emissions Label, Cummins Turbo Diesel Badge, Current Generation Engine Controller, Smart Diesel Exhaust Brake, Supplemental Heater, B-20 Bio Diesel Capability
TRANSMISSION	
Code	**Description**
DFM	Transmission: 8-Speed TorqueFlite HD Automatic (DFM)
WHEELS	
Code	**Description**
WP4	Wheels: 19.5" x 6.0" Forged Aluminum Polished, -inc: Center Hub
TIRES	
Code	**Description**
TAJ	Tires: 225/70R19.5G FT All Position, RR Traction, -inc: Hankook Brand Tires
PRIMARY PAINT	
Code	**Description**
PR4	Flame Red Clearcoat
SEAT TYPE	
Code	**Description**
V9X9	Black, Cloth 40/20/40 Bench Seat, -inc: 4 Way Front Headrests
ADDITIONAL EQUIPMENT	
Code	**Description**
NAS	50 State Emissions
XF1	Dual Alternators Rated at 480 Amps
TBB	Full Size Spare Tire, -inc: 19.5" Steel Spare Wheel
MDA	Front License Plate Bracket
MRT	Chrome Tubular Side Steps
XNR	Manual DPF Regeneration
XCH	2 Additional Key Fobs
XAC	ParkView Rear Back Up Camera
XAA	ParkSense Rear Park Assist System

GVWR	
Code	**Description**
Z4A	GVWR: 16,500 lbs, (STD)
CPOS PKG	
Code	**Description**
25Z	Quick Order Package 25Z Big Horn, -inc: Engine: 6.7L I6 Cummins Turbo Diesel, Transmission: 8-Speed TorqueFlite HD Automatic (DFM), Black-Out Tape, Tinted Acoustic Windshield Glass, Exterior Mirrors w/Heating Element, Chrome Grille Surround, Trailer Light Check, Painted I/P Bezels w/Hydrographics, Mirror Running Lights, Premium Vinyl Door Trim w/Map Pocket, RAM Door Badges, Power-Adjustable Convex Aux Mirrors, Mirror Power Heat Fold Telescope Black, Exterior Mirrors w/Supplemental Signals, Body Insulation, Exterior Mirrors Courtesy Lamps, Passenger Sun Visor w/Illuminated Mirror, Matte Black Mesh Grille w/Chrome, Center Hub, Satin Chrome Key Fob, Acoustic Front Door Glass, Power Adjust Mirrors, Traveler/Mini Trip Computer, Bright Front Bumper

~~2026~~ 2027 Fleet/Non-Retail Ram 4500 Chassis Cab Big Horn 4x2 Crew Cab 60" CA 173.4" WB

WINDOW STICKER

~~2026~~ 2027 Ram 4500 Chassis Cab Big Horn 4x2 Crew Cab 60" CA 173.4" WB

CODE	MODEL	MSRP
DP4L93	~~2026~~ 2027 Ram 4500 Chassis Cab Big Horn 4x2 Crew Cab 60" CA 173.4" WB	$59,015.00
	OPTIONS	
ETN	Engine: 6.7L I6 Cummins Turbo Diesel, -inc: Selective Catalytic Reduction (Urea), Dual 730 Amp Maintenance Free Batteries, Clean Idle Emissions Label, Cummins Turbo Diesel Badge, Current Generation Engine Controller, Smart Diesel Exhaust Brake, Supplemental Heater, B-20 Bio Diesel Capability	$9,995.00
DFM	Transmission: 8-Speed TorqueFlite HD Automatic (DFM)	$1,000.00
WP4	Wheels: 19.5" x 6.0" Forged Aluminum Polished, -inc: Center Hub	$1,195.00
TAJ	Tires: 225/70R19.5G FT All Position, RR Traction, -inc: Hankook Brand Tires	$250.00
PR4	Flame Red Clearcoat	$0.00
V9X9	Black, Cloth 40/20/40 Bench Seat, -inc: 4 Way Front Headrests	$0.00
NAS	50 State Emissions	$0.00
XF1	Dual Alternators Rated at 480 Amps	$495.00
TBB	Full Size Spare Tire, -inc: 19.5" Steel Spare Wheel	$395.00
MDA	Front License Plate Bracket	$0.00
MRT	Chrome Tubular Side Steps	$665.00
XNR	Manual DPF Regeneration	$345.00
XCH	2 Additional Key Fobs	$275.00
XAC	ParkView Rear Back Up Camera	$495.00
XAA	ParkSense Rear Park Assist System	$295.00
Z4A	GVWR: 16,500 lbs, (STD)	$0.00
25Z	Quick Order Package 25Z Big Horn, -inc: Engine: 6.7L I6 Cummins Turbo Diesel, Transmission: 8-Speed TorqueFlite HD Automatic (DFM), Black-Out Tape, Tinted Acoustic Windshield Glass, Exterior Mirrors w/Heating Element, Chrome Grille Surround, Trailer Light Check, Painted I/P Bezels w/Hydrographics, Mirror Running Lights, Premium Vinyl Door Trim w/Map Pocket, RAM Door Badges, Power-Adjustable Convex Aux Mirrors, Mirror Power Heat Fold Telescope Black, Exterior Mirrors w/Supplemental Signals, Body Insulation, Exterior Mirrors Courtesy Lamps, Passenger Sun Visor w/Illuminated Mirror, Matte Black Mesh Grille w/Chrome, Center Hub, Satin Chrome Key Fob, Acoustic Front Door Glass, Power Adjust Mirrors, Traveler/Mini Trip Computer, Bright Front Bumper	$2,995.00

Please note selected options override standard equipment

SUBTOTAL	**$77,415.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$2,595.00
TOTAL PRICE	**$80,010.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 6.4L V8 HEMI HD (STD)
Transmission: 8-Speed TorqueFlite HD Automatic (DFZ) (STD)
GVWR: 16,500 lbs (STD)

EXTERIOR

Wheels: 19.5" x 6.0" Steel (STD)
Tires: 225/70R19.5G All Position (STD)

ADDITIONAL EQUIPMENT

Heavy Duty Truck Federal Emissions
Transmission w/Driver Selectable Mode and Oil Cooler
Power Take-Off Right/Left
Rear-Wheel Drive
4.44 Axle Ratio
Engine Oil Cooler
730CCA Maintenance-Free Battery w/Run Down Protection
220 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
Trailer Brake Control -inc: Trailer Light Check
8910# Maximum Payload
HD Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar and Rear HD Anti-Roll Bar
Hydraulic Power-Assist Steering
52 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Leading Link Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs
Upfitter Switches
Mechanical Limited Slip Differential
Wheels w/Hub Covers
Front Bumper w/2 Tow Hooks
Black Fender Flares

Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Exterior Mirrors w/Clearance Lights
Black Exterior Mirrors
Manual Telescoping Mirrors
Manual Folding Exterior Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Auto On/Off Reflector Led Low/High Beam Daytime Running Headlamps w/Delay-Off
Front Fog Lamps
Cab Clearance Lights
Laminated Glass
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Voice Activation, Radio Data System and External Memory Control
Radio: Uconnect 5 w/8.4" Display
6 Speakers
Streaming Audio
Integrated Roof Antenna
GPS Antenna Input
2 LCD Monitors In The Front
40-20-40 Bench Folding Driver Seat w/4 Way Direction Control -inc: Manual Fore/Aft and Adjustable Headrest
Driver Seat
Manual Adjust 4-Way Driver Seat
40-20-40 Bench Folding Passenger Seat w/4 Way Direction Control -inc: Manual Fore/Aft and Adjustable Headrest
Passenger Seat
Manual Adjust 4-Way Front Passenger Seat
Front Facing Rear Seat
Manual Tilt Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer
Power Rear Windows
Voice Recorder
Rear Folding Seat
Illuminated Front Cupholder
Rear Cupholder
Proximity Key For Push Button Start Only
Valet Function

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Adaptive Cruise Control
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Glove Box
Interior Trim -inc: Deluxe Sound Insulation and Chrome/Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Mini Overhead Console and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Storage Tray
FOB Controls -inc: Keyfob Remote Start
Smart Device Remote Engine Start
RAM Connect Tracker System
Global Telematics Box Module (TBM)
Google Android Auto
Apple CarPlay
Remote USB Port - Charge Only
4G LTE Wi-Fi Hot Spot
Integrated Voice Command w/Bluetooth
Connectivity - US/Canada
For Details, Visit DriveUconnect.com
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Delayed Accessory Power
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Power Door Locks w/Autolock Feature
Driver Information Center
Redundant Digital Speedometer
Analog Appearance
Temperature & Compass Gauge
Manual Adjustable Front Head Restraints
Armrests w/Storage
40/20/40 Split Bench Seat
Front Armrest w/Cupholders
2 Way Rear Headrest Seat

Sentry Key Immobilizer
2 12V DC Power Outlets
Air Filtration
Electronic Stability Control (ESC)
ABS And Driveline Traction Control
Side Impact Beams
RAM Connect Emergency Sos Capability
Forward Collision Warning-Plus
Collision Mitigation-Front
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on August 4, 2026 and shall continue through August 3, 2029, unless otherwise terminated as herein provided.

PERFORMANCE SCHEDULE. Unless otherwise approved in writing by the City Public Works Director or designee, the Project timeline shall be as follows:

A. **August to September 2026:** Contractor shall order the chassis for the Vehicles.

B. **January 17, 2027:** On or before January 17, 2027 the Contractor shall provide the City with a written Project status update identifying:

1. Chassis order and production status;
2. Chassis delivery status;
3. Fabrication and upfit status;
4. Any known or anticipated delay; and
5. The anticipated date the completed Vehicles will be made available to the City for inspection.

C. **May 11, 2027:** On or before May 11, 2027, Contractor shall complete the Work and make the Vehicles available to the City for inspection and testing.

Any request for an extension shall be submitted to the City in writing as soon as Contractor becomes aware of the circumstances supporting the request. Submission of an extension request shall not extend any deadline. An extension shall be effective only if approved in writing by the City Public Works Director or designee.

EXHIBIT "C"

COMPENSATION

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

A. **AMOUNT.** Contractor shall be paid a fixed fee of $571,365.44 for all the work described in Exhibit “A”.

B. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to the Contractor, for this Project, exceed $571,365.44 during the term of this Agreement.

C. **METHOD OF PAYMENT.** Contractor shall submit invoices as follows:

1. **Initial Chassis Invoice:** Contractor shall submit an initial invoice in the amount of $169,205.96 after:

    a. Both chassis have been delivered by the OEM;
    b. The City has been given a reasonable opportunity to inspect both chassis;
    c. Contractor has provided the vehicle identification number for each chassis; and
    d. Contractor has provided documentation reasonably satisfactory to the City demonstrating that the chassis are new, conforming, free of liens and encumbrances, and the City is identified as the owner of the chassis on title and registration documents.

    The initial payment shall not constitute acceptance of the chassis or the completed Vehicles.

2. **Final Invoice:** Contractor shall submit a final invoice for the remaining contract balance of $402,159.48 after City acceptance of the Vehicles. No additional charge, subcontractor markup, escalation, fee, or reimbursement shall be payable unless expressly authorized in advance by a written amendment.

3. Each invoice shall identify, as applicable:

    a. The applicable payment milestone;
    b. The dates of performance or delivery;
    c. The task or work performed;
    d. The corresponding Vehicle or vehicle identification number;
    e. A description of the applicable parts, equipment, or hardware;
    f. The amount invoiced; and
    g. The total amount previously paid and remaining under the Agreement; and
    h. If applicable, attach invoices for City preapproved subcontractors and any markup authorized by a written amendment.

Invoices must be itemized, adequately detailed, based on accurate records, and, if approved, attach subcontractor invoices. Invoices must be in a form reasonably satisfactory to the City. Contractor may be required to provide backup material upon request.

D. **SCHEDULE FOR PAYMENT.** The City will pay each properly submitted and undisputed invoice within 45 days after receipt, provided that the applicable payment conditions set forth in this Exhibit "C" have been satisfied. Final payment shall not be due before City's written acceptance of the Vehicles.

E. **RIGHT TO WITHHOLD AMOUNTS.** The City may withhold any payments, or portion thereof, that the City disputes in good faith until the dispute is resolved, to the maximum extent permitted by law.

F. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: Watsonville Fleet Group
409 Auto Center Drive
Watsonville, CA 95076
Attention: Kevin Buzzard
Email: buzzard5150@gmail.com

City: City of Redondo Beach
Public Works
531 N. Gertruda Ave.
Redondo Beach, CA 90277
Attention: Andrea Delap
Email: Andrea.Delap@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. 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 in accordance with this section.

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 of $4,000,000 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 shall 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.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement 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 in this Exhibit "E" 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, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2026

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).

PRODUCER
SPEED INSURANCE AGENCY
1000 Town Center Dr #570
Oxnard, CA 93036
0703573

CONTACT NAME:
PHONE (A/C, No, Ext): (805)278-2511 FAX (A/C, No):
E-MAIL ADDRESS: suzanne@speedagency.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Auto Ins Co	21849
INSURER B: Interstate Fire & Casualty	22829
INSURER C: State Compensation Insurance Fund	35076
INSURER D: Houston Casualty	42374
INSURER E:	
INSURER F:	

INSURED
72 Hour LLC
dba:National Truck Sales & Service
c/o Watsonville Auto Group
490 Auto Center Dr
Watsonville, CA 95076

COVERAGES CERTIFICATE NUMBER: 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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Garage Liability X Ded 2500 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			MXA075025-0036	01/09/2026	01/09/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 2,000 $ 1,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY X Ded 2500			MXA075025-0036	01/09/2026	01/09/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CGU071326-0009	01/09/2026	01/09/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		9392846-2026	01/01/2026	01/01/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Building			MXG07326552 06	01/09/2026	01/09/2027	Special Form	$5,799,222
B	Garagekeepers			MXA07384285 06	01/09/2026	01/09/2027	Direct Primar	$1,100,000
D	Cyber Liability			H25NGP219250-03	10/01/2025	10/01/2026	2,000,000 occ	2,000,000agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are Additional Insured when required by written contract on a primary non-contributory basis with respect to liability arising out of work performed by the named insured per attached endorsements

CERTIFICATE HOLDER
City of Redondo Beach
Public Works
531 N Gertruda Ave
Redondo Beach, CA 90277

CANCELLATION
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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Additional Insured – Automatic Status When Required By Contract With You – VADCA1021 10 17

Policy Amendment

This Endorsement modifies insurance provided under the Garage Coverage Form.

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

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

Endorsement Effective:	1/9/2026
Named Insured:	Watsonville Auto Group

A. The following is added to **SECTION II - LIABILITY COVERAGE** Paragraph **A.3.b., Coverage, Who Is An Insured:**

The following are also "insureds" for "garage operations" other than covered "autos":

Any person or organization acting on your behalf pursuant to a written contract or agreement between you and such person or organization, but only with respect to liability arising out of your operations or premises owned by or rented to you, and only if you are obligated pursuant to such contract or agreement to provide them with such insurance as is afforded by this policy.

However, with respect to the insurance afforded to these additional "insureds", this insurance does not apply to any:

1. Person or organization who is more specifically described under any other provision of the Who Is An Insured section of this policy (regardless of any limitation applicable thereto);
2. "Bodily injury" or "property damage" arising out of the sole negligence of such person or organization; or
3. Assumption of liability by such person or organization in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage to which this insurance applies that the person or organization would have in the absence of such contract or agreement.

B. With respect to the insurance afforded to these additional "insureds", the following is added to **SECTION II - LIABILITY COVERAGE,** Paragraph **C. Limit Of Insurance:**

The most we will pay on behalf of the additional "insured" is the lesser of the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional "insured"; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

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

Named Insured Schedule:

Watsonville Auto Group
WCAF, LLC DBA Watsonville Ford
WCDJR, LLC DBA Watsonville CDJR
72 Hour LLC dba: Chevrolet of Watsonville
dba: National Auto Fleet Group
dba: National Truck Sales & Service
dba: Watsonville Buying Center
dba: Watsonville Fleet Group
So Cal Autoland, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

Named Insured: Watsonville Auto Group

Endorsement Effective Date: 1/9/2026

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Blanket Waiver of Subrogation

Blanket waiver of Subrogation., but only as respects the negligent acts of our insured.

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization

© Insurance Services Office, Inc., 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

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

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

Named Insured: Watsonville Auto Group
Endorsement Effective Date: 1/9/2026

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Blanket primary and non-contributory **but only as respects the negligent acts of our insured.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – "**Other Insurance**" of Item B. – "**General Conditions**" under Section IV – "**Business Auto Conditions**":

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

STATE COMPENSATION INSURANCE FUND®

Endorsement Agreement

Waiver of Subrogation
Blanket Basis

9392846-2026
New
SC
0-49-56-91

Home Office
San Francisco
All Effective Dates are
at 12:01 AM Pacific
Standard Time or the
Time Indicated at
Pacific Standard Time

Effective January 1, 2026 at 12:01 AM
and Expiring January 1, 2027 at 12:01 AM

72 HOUR LLC
490 AUTO CENTER DR
WATSONVILLE, CA 95076-3726

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the schedule.

This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 2.00% of the total policy premium.

Schedule

Person or Organization	Job Description
Any person or organization for whom the named Insured has agreed by written contract to furnish this waiver	Blanket Waiver of Subrogation

Nothing in this endorsement shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations in this endorsement.

Countersigned and Issued at San Francisco January 5, 2026

2572 Authorized Representative President and CEO SF – END

Rev. 2/2025 OLD DP 217

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2026

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).

PRODUCER
SPEED INSURANCE AGENCY
1000 Town Center Dr #570
Oxnard, CA 93036
0703573

CONTACT NAME:
PHONE (A/C, No, Ext): (805)278-2511 FAX (A/C, No):
E-MAIL ADDRESS: suzanne@speedagency.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Auto Ins Co	21849
INSURER B: Interstate Fire & Casualty	22829
INSURER C: State Compensation Insurance Fund	35076
INSURER D: Houston Casualty	42374
INSURER E:	
INSURER F:	

INSURED
72 Hour LLC
dba:National Truck Sales & Service
c/o Watsonville Auto Group
490 Auto Center Dr
Watsonville, CA 95076

COVERAGES CERTIFICATE NUMBER: 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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Garage Liability X Ded 2500 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			MXA075025-0036	01/09/2026	01/09/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 2,000 $ 1,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY X Ded 2500			MXA075025-0036	01/09/2026	01/09/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CGU071326-0009	01/09/2026	01/09/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		9392846-2026	01/01/2026	01/01/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Building			MXG07326552 06	01/09/2026	01/09/2027	Special Form	$5,799,222
B	Garagekeepers			MXA07384285 06	01/09/2026	01/09/2027	Direct Primar	$1,100,000
D	Cyber Liability			H25NGP219250-03	10/01/2025	10/01/2026	2,000,000 occ	2,000,000agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are Additional Insured when required by written contract on a primary non-contributory basis with respect to liability arising out of work performed by the named insured per attached endorsements

CERTIFICATE HOLDER
City of Redondo Beach
Public Works
531 N Gertruda Ave
Redondo Beach, CA 90277

CANCELLATION
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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Additional Insured – Automatic Status When Required By Contract With You – VADCA1021 10 17

Policy Amendment

This Endorsement modifies insurance provided under the Garage Coverage Form.

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

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

Endorsement Effective:	1/9/2026
Named Insured:	Watsonville Auto Group

A. The following is added to **SECTION II - LIABILITY COVERAGE** Paragraph **A.3.b., Coverage, Who Is An Insured:**

The following are also "insureds" for "garage operations" other than covered "autos":

Any person or organization acting on your behalf pursuant to a written contract or agreement between you and such person or organization, but only with respect to liability arising out of your operations or premises owned by or rented to you, and only if you are obligated pursuant to such contract or agreement to provide them with such insurance as is afforded by this policy.

However, with respect to the insurance afforded to these additional "insureds", this insurance does not apply to any:

1. Person or organization who is more specifically described under any other provision of the Who Is An Insured section of this policy (regardless of any limitation applicable thereto);
2. "Bodily injury" or "property damage" arising out of the sole negligence of such person or organization; or
3. Assumption of liability by such person or organization in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage to which this insurance applies that the person or organization would have in the absence of such contract or agreement.

B. With respect to the insurance afforded to these additional "insureds", the following is added to **SECTION II - LIABILITY COVERAGE,** Paragraph **C. Limit Of Insurance:**

The most we will pay on behalf of the additional "insured" is the lesser of the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional "insured"; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

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

Named Insured Schedule:

Watsonville Auto Group
WCAF, LLC DBA Watsonville Ford
WCDJR, LLC DBA Watsonville CDJR
72 Hour LLC dba: Chevrolet of Watsonville
dba: National Auto Fleet Group
dba: National Truck Sales & Service
dba: Watsonville Buying Center
dba: Watsonville Fleet Group
So Cal Autoland, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

Named Insured: Watsonville Auto Group

Endorsement Effective Date: 1/9/2026

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Blanket Waiver of Subrogation

Blanket waiver of Subrogation., but only as respects the negligent acts of our insured.

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization

© Insurance Services Office, Inc., 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

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

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

Named Insured: Watsonville Auto Group
Endorsement Effective Date: 1/9/2026

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Blanket primary and non-contributory **but only as respects the negligent acts of our insured.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – "**Other Insurance**" of Item B. – "**General Conditions**" under Section IV – "**Business Auto Conditions**":

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

STATE COMPENSATION INSURANCE FUND®

Endorsement Agreement

Waiver of Subrogation
Blanket Basis

9392846-2026
New
SC
0-49-56-91

Home Office
San Francisco
All Effective Dates are
at 12:01 AM Pacific
Standard Time or the
Time Indicated at
Pacific Standard Time

Effective January 1, 2026 at 12:01 AM
and Expiring January 1, 2027 at 12:01 AM

72 HOUR LLC
490 AUTO CENTER DR
WATSONVILLE, CA 95076-3726

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the schedule.

This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 2.00% of the total policy premium.

Schedule

Person or Organization	Job Description
Any person or organization for whom the named Insured has agreed by written contract to furnish this waiver	Blanket Waiver of Subrogation

Nothing in this endorsement shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations in this endorsement.

Countersigned and Issued at San Francisco January 5, 2026

2572 Authorized Representative President and CEO SF – END

Rev. 2/2025 OLD DP 217

Administrative Report

H.7., **File #** 26-0568 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

TITLE

APPROVE AN AGREEMENT WITH SAN PEDRO SIGN COMPANY FOR THE KING HARBOR GATEWAY SIGN REPLACEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED $158,786 AND THE TERM AUGUST 4, 2026 TO AUGUST 3, 2027

EXECUTIVE SUMMARY

On December 9, 2025, the City Council selected the final design for the King Harbor Gateway Sign Replacement project, which includes the City's new logo, and directed staff to initiate procurement. Staff selected San Pedro Sign Company (SPESCO) to manufacture, install, and paint the King Harbor Gateway Sign. Staff recommends the City Council approve the proposed Agreement with SPESCO to execute the project.

BACKGROUND

Following City Council's direction on the final design, staff began procurement for a sign manufacturer/installer and painting contractor. Per Redondo Beach Municipal Code 2-6.1.09, "*public projects over $60,000 to $200,000 may be let to contract by informal bidding procedures pursuant to Section 2-6.1.03* (Informal Bidding)." In accordance with this requirement, staff requested written quotes from multiple licensed and qualified contractors. Based on the responses received, staff selected SPESCO.

SPECSCO is a full-service electrical sign manufacturer and installation firm based in Wilmington, CA and is known for producing a wide range of custom signs for both private clients and public agencies. The firm fabricated the San Pedro gateway sign on Sixth Street, the marquee for Torrance's THE ATTIC Teen Center, and the King Harbor Gateway Sign, which they refurbished in July 2004 and again in August 2015.

Per the Agreement, SPESCO will be responsible for replacing the arched illuminated sign panels, updating the lower signage, and repainting the sign poles and supporting structure. At their December 9, 2025 meeting, the City Council approved updating the lower signage to read: "PIER HOTELS RESTAURANTS SEASIDE LAGOON FISHING." The project is expected to begin in August 2026, with anticipated completion by November 2026. Final completion is dependent on weather, due to the project's exposed exterior painting requirement. SPESCO is also tasked with preparing a traffic control plan that is subject to City approval.

The contract with SPESCO as proposed includes the design, and incorporation of the City's new

logo, approved by City Council at the December 9th meeting. SPESCO has stated that the City could, in the alternative, elect to refresh the sign's existing graphic at no additional charge. As noted at the December meeting, and only exacerbated since, the King Harbor Sign is in a state of disrepair and needs to be replaced as soon as possible. Accordingly, staff recommends approval of the contract with SPESCO to implement the sign replacement and repainting project.

COORDINATION

The City Manager's Office coordinated with the Public Works Department to prepare this report. The City Attorney's Office approved the Agreement as to form.

FISCAL IMPACT

The cost to refurbish the King Harbor Gateway Sign is $158,786.24, which includes a 10% contingency. Funding is available in the FY 2026-27 Capital Improvement Program Budget as part of the Repainting King Harbor Gateway Sign Project Account #41400.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - San Pedro Sign Company
- Insurance - San Pedro Sign Company

AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND SAN PEDRO SIGN COMPANY

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and San Pedro Sign Company, a California corporation ("Contractor" or "Consultant").

WHEREAS, the City owns and maintains the King Harbor Gateway Sign, a historic landmark;

WHEREAS, the King Harbor Gateway Sign requires maintenance and related work to address wear and deterioration and preserve its appearance, functionality, and continued operation;

WHEREAS, the City requires maintenance services for the King Harbor Gateway Sign, consisting of routine, recurring, and as-needed maintenance, inspection, repair, and related activities, as further described in Exhibit "A" of this Agreement;

WHEREAS, pursuant to Title 2, Chapter 6.1, Section 2-6.1.01(a) of the City Municipal Code, a "public works project" includes the maintenance of any City-owned facility;

WHEREAS, the work described in Exhibit "A" falls within the definition of a "maintenance project" under Title 2, Chapter 6.1, Section 2-6.1.01(h) of the City Municipal Code, as it constitutes activities necessary for the preservation, upkeep, and continued operation of an existing City owned facility;

WHEREAS, under Title 2, Chapter 6.1, Section 2-6.1.09 of the City Municipal Code, maintenance or repair projects may be performed by negotiated contract and are not subject to competitive bidding requirements, subject to applicable authorization thresholds and procedures set forth therein; and

WHEREAS, the City and Contractor desire to enter into this Agreement.

NOW, THEREFORE in consideration of the premises and the mutual covenants herein contained, the parties hereto 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 adhere to the insurance requirements outlined in Exhibit “D”, unless otherwise waived by the City’s Risk Manager.

E. Agreement to Comply with California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

* * * * *

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 five (5) 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 performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this

Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

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. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees’ active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). 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, and employment laws.

a. Acknowledgement. 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. 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. 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 11/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. 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 comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

b. Labor Law Requirements. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit “E”, which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations (“DIR”) website located at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html.

18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. 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.

20. 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.

21. 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.

22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

23. 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.

24. 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.

25. 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.

26. Time of Essence. Time is of the essence of this Agreement.

27. 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.

28. 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."

29. 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.

30. 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.

31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 810 *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.

32. 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.

33. Warranty; Correction of Work. Contractor warrants that all products and work provided under this Agreement shall:

a. be delivered with good title, free of liens and encumbrances;
b. conform to the requirements of this Agreement;
c. be free from defects in materials and workmanship; and
d. be fit for their intended purpose.

Unless otherwise specified, this warranty shall remain in effect for one (1) year from the date of delivery or acceptance by the City, whichever is later, except that consumable items, such as batteries and lightbulbs shall be warranted for thirty (30) days.
If, within the applicable warranty period, any product or work is determined by the City to be defective or nonconforming, Contractor shall, upon City's written notice and at its sole cost and expense, promptly repair, correct, or replace such product or work, including all labor, supervision, materials, removal, reinstallation, and related costs. If Contractor fails to do so, the City may perform the work and Contractor shall reimburse the City for its reasonable costs. All corrected or replaced work shall be subject to the same warranty.

Nothing in this Section 33 shall limit Contractor's obligation to correct or replace defective work or Contractor's indemnity obligations under Section 14. The warranty set forth in this Agreement shall survive the termination or expiration of this Agreement and shall remain in full force and effect for the applicable warranty periods stated herein and under any assigned or passed through third-party manufacturer warranties.

34. 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.

35. 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.

36. 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 4th day of August, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

SAN PEDRO SIGN COMPANY,
a California corporation

By: _____
Name:_____
Title: _____

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

A. **PROJECT OVERVIEW**

The Project consists of repairing and updating the City-owned “Redondo Beach – King Harbor” gateway sign (collectively the “Project”) located at Pacific Coast Highway and Catalina Avenue, Redondo Beach, CA, 90277.

The goal of the Project is to replace the gateway sign's faces and restore the sign structure to its original condition, while updating its appearance to improve visibility, support community branding, and ensure consistency with the City's current design standards.

B. **SCOPE OF WORK**

The Project scope of work includes the following:

1. Removal and disposal of existing sign faces.
2. Fabrication of new sign faces off-site.
3. Delivery and installation of new sign faces per City specifications.
4. Repair and preparation of the sign structure as provided herein to support installation.
5. Prepare and paint sign cabinets and structural poles per City specifications.

The Contractor shall furnish all labor, materials, equipment, tools, permits, traffic control measures, and services necessary to complete the Project. All new sign faces shall be produced in accordance with design specifications provided by the City.

A recent condition assessment conducted by the City’s Department of Public Works determined that the existing structural pipes are suitable for refurbishment. The Contractor shall refurbish and retain these structural components as directed by the City. Replacement of the structural poles is excluded from the scope of work.

C. **TASKS AND ACTIVITIES**

The Contractor shall perform all tasks and activities necessary to complete the Work as described in this Exhibit. The following tasks outline the required responsibilities of the Contractor:

1. <u>Task 1 – Submittals, Design & Permits</u>
   a. Prepare and submit complete design submittal to the City for review and approval.
   b. Obtain all required permits and approvals, including but not limited to permits issued by the City and the California Department of Transportation (Caltrans).

2. Task 2 – Sign Fabrication
    a. Fabricate off-site of **two (2)** new **10 foot (10') suspended flex faces** with digitally printed graphics.
    b. Fabricate **four (4)** new **6 feet 4 inch by 35 feet 6 inches (6'- 4"x35'-6") suspended flex faces** with 3M transcalent copy reading**: "REDONDO BEACH" and "KING HARBOR".**
    c. Fabricate **two (2)** new **2 feet 6 inch by 64 feet 4 inches (2'- 6"x 64'-4") suspended flex faces** with 3M transcalent copy reading: **"REDONDO BEACH" and "KING HARBOR".**
    d. Fabricate all new sign faces in accordance with City-approved design drawings, specifications, colors, typography, and graphic standards. The City will provide all required color, font and graphics files upon execution of this Agreement.
    e. Transport the fabricated sign to the Project site for installation.

3. Task 3 – Traffic Plan
    a. Obtain a stamped and approved engineered Traffic Control Plan (TCP), along with all necessary permits, from Caltrans and the City.
    b. Prepare and submit to the City a detailed Project-specific TCP approved by a registered Civil or Traffic Engineer.
    c. Furnish, install, maintain, and remove all required traffic control devices necessary to safely complete the Work, including but not limited to signs, lights, barricades, cones, arrow boards, and flaggers.
    d. Ensure all traffic control within and around the work area complies with the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and all applicable local, state, and federal regulations.

4. Task 4 – Sign Preparation and Installation
    a. Remove the existing sign faces from the eight (8) existing single face sign cabinets. Dispose of all the existing sign faces except for the center cabinet face, which will be delivered to the City Public Works Director or designee.
    b. Conduct a comprehensive condition assessment of the existing sign structure, support components, and electrical systems following removal of the existing sign faces. The assessment shall verify the condition, integrity, and suitability of all components proposed to remain in service and be reused as part of the completed installation. Any deficiencies, deterioration, damage, or conditions affecting performance or safety of the sign shall be documented and reported to the City.
    c. Based on the preliminary site assessment and available Project information, replacement of existing electrical components, conduit, wiring, structural steel members, support pipes, or foundations is not included in the scope of work. If concealed or unforeseen conditions are encountered during construction that necessitate repairs, replacement, or modification of existing structural or electrical components, the Contractor shall notify the City and provide documentation describing the condition and

recommendations for corrective action. No additional work beyond the approved scope of work shall proceed without prior written authorization from the City.

d. Install new flex faces onto eight (8) existing single face cabinets in accordance with City approved design specifications.
e. Clean and sand all surfaces of the existing sign cabinets and structural poles to remove dirt, rust, and loose paint. Paint material shall be Steel (Sherwin-Williams). Paint two coats of Sherwin-Williams Pro Industrial DTM Acrylic topcoat, color-matched as required. Any changes to paint colors and materials shall be approved by the City prior to application.
f. Remove and dispose of existing LED lighting in accordance with all applicable laws and regulations, and furnish and install new 24-volt single-sided Prism HO LED lighting rated at 6500K, including all required power supplies.

D. **DELIVERABLES**

The Contractor shall deliver and install the fabricated sign at the Project site in accordance with all City-approved specifications and shall restore the site to its pre-project condition upon completion of the work.

E. **PROJECT SCHEDULE**

1. Contractor shall perform and complete the work in accordance with the Performance Schedule set forth in Exhibit “B”.

2. Project construction activities requiring traffic control, lane closures, or access restrictions are anticipated to require five (5) but no more than ten (10) working days. To minimize impacts to traffic, adjacent businesses, and the public, the Contractor shall maintain an efficient work sequence and adequate staffing to minimize the duration the sign remains out of service. Once traffic control measures are implemented and the existing sign faces are removed, the Contractor shall proceed continuously with inspection, preparation, installation, testing, and commissioning activities until the new sign faces are fully installed and operational.

3. <u>On-Site Work Schedule</u>
   a. Day 1: Traffic control implementation, mobilization, removal of existing sign faces, and condition assessment of exposed structural and electrical components.
   b. Days 2-4: Preparation of the existing sign structure and installation of new sign faces and associated components.
   c. Day 5-10: Painting, final adjustments, testing, cleaning, punch list completion, demobilization, and site restoration.

4. The Contractor shall coordinate all work activities with the City and promptly notify the City of any unforeseen conditions that may affect the Project schedule

or scope of work. The City Public Works Director or designee reserves the right to extend the on-site Project timeline at its sole discretion.

F. **PERFORMANCE REQUIREMENTS**

The Contractor shall meet the following performance requirements:

1. Perform all Work in accordance with City-approved design drawings, specifications, and applicable codes and regulations.
2. Maintain required permits and implement traffic control in compliance with the approved Traffic Control Plan and the California MUTCD.
3. Ensure all fabrication and installation work meets required quality standards and is completed using City-approved materials and methods.
4. Maintain an efficient work sequence and adequate staffing to minimize the duration the sign remains out of service.

G. **REPORTING REQUIREMENTS**

The Contractor shall comply with the following reporting requirements:

1. Submit required design submittals and material samples for City review and approval prior to fabrication.
2. Provide copies of all approved permits and stamped Traffic Control Plans before mobilization.
3. Notify the City promptly of any unforeseen conditions affecting schedule or scope and obtain written authorization before performing additional work.

H. **ROLES AND RESPONSIBILITIES**

1. Contractor Responsibilities

   The Contractor shall perform all tasks and activities necessary to complete the Work as described in this Exhibit.

2. City Responsibilities

   The City will provide design drawings, specifications, colors, typography, and graphic standards. The City will provide all required color, font, and graphic files upon execution of the Agreement. The City will provide access to the Project site for the duration of the on-site work.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on August 4, 2026 and shall continue through August 3, 2027 unless otherwise terminated as herein provided.

PERFORMANCE SCHEDULE
Unless otherwise approved in writing by the City the Project timeline is as follows:

- **August 17, 2026:** Contractor shall submit the final design drawings to the City for approval.
- **September 30, 2026:** Contractor shall provide final stamped and approved engineered Traffic Control Plan and all required permits to the City.
- **October 26-November 6, , 2026:** On-site work, sign installation and painting. Any street or lane closures will be limited to ten (10) working days unless approved in writing by the City.
- **November 6, 2026:** Project completion and return of the site in pre-project condition.

EXHIBIT "C"

COMPENSATION

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

A. **AMOUNT.** Contractor shall be paid in the amount of $158,786.24, inclusive of all parts, hardware, and labor for completion of the work described in Exhibit “A”.

Description (including labor at prevailing wage)	Quantity	Total Cost
Fabricate off-site two (2) new 10 foot (10’) suspended flex faces with digitally printed graphics	2	$5,940
Fabricate four (4) new 6 feet 4 inch by 35 feet 6 inches (6’-4”x35’-6”) suspended flex faces with 3M transcalent copy reading: “REDONDO BEACH” and “KING HARBOR”.	4	$33,831.60
Fabricate two (2) new 2 feet 6 inch by 64 feet 4 inches (2’-6”x 64’-4”) suspended flex faces with 3M transcalent copy reading: “REDONDO BEACH” and “KING HARBOR”.	2	$6,433.34
Removal of existing sign faces on (8) existing face sign cabinets	1	$9,611
Install new flex faces onto eight (8) existing single face cabinets	1	$38,024.80
Clean and sand all surfaces of existing sign cabinets and poles to remove dirt, rust, and loose paint. Paint material shall be Steel (Sherwin-Williams). Paint two coats of Sherwin-Williams Pro Industrial DTM Acrylic topcoat, color-matched as required.	1	$31,504.64
Paint Material – Steel (Sherwin -Williams)	1	$6,288.96
New LED Lighting: 24V Prism HO LED, 6500K, Single Sided and power supplies	1	$9,021
Remove and install new LED lighting.	1	$12,133.20
Sales Tax		$5,997.70
Total		**$158,786.24**

B. **REIMBURSABLE EXPENSES.** Contractor shall not be entitled to reimbursement for any expenses. The compensation set forth herein is fully burdened and includes all costs necessary to perform the work described in Exhibit “A”.

C. **NOT TO EXCEED AMOUNT.** In the event that unforeseen conditions or circumstances arise in connection with the services described in Exhibit “A,” including but not limited to unforeseen conditions involving electrical components, conduit, wiring, structural steel members, support pipes, foundations or replacement of any of these components not included in the scope of work described in Exhibit “A,” Contractor shall notify the City and submit a written estimate for any proposed additional work. Subject to the prior written approval of the City Public Works Director, Contractor may utilize up to $15,878 in contingency funds to perform such additional

work. In no event shall the total compensation payable to Contractor under this Agreement exceed $174,664.24.

D. **METHOD OF PAYMENT.** Contractor shall submit a final invoice for services performed once the Project is deemed complete by the Public Works Director or designee. The invoice shall indicate the dates of service, description of services performed, task number, description of parts or hardware, quantity, unit cost, corresponding amount, the total amount, and, if applicable, the cost of City preapproved subcontractors plus markup.

Invoices must be itemized, adequately detailed, based on accurate records, and, if applicable, attach subcontractor invoices. Invoices must be in a form reasonably satisfactory to the City. Contractor may be required to provide backup material upon request.

E. **SCHEDULE FOR PAYMENT.** The City will make final payment within 45 days after the services are completed to the City's reasonable satisfaction. The payment schedule will be as follows:

Milestone	**Deliverable**	**Payment Percentage**
Exhibit "A" Task 1: Submittals, Design & Permits	Successful completion and City acceptance of Task 1	20%
Exhibit "A" Task 2: Sign Fabrication	Successful completion and City acceptance of Task 2, excluding Task 2(e).	40%
Project Completion (Tasks 2(e), 3, and 4	Successful completion and City acceptance of Tasks 2(e), 3, and 4	40%

Successful completion of each task shall be determined by the City Public Works Director or designee, in his/her sole discretion.

F. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: San Pedro Electric Sign Company
701 Lakme Ave.
Wilmington, CA 90744
Attention: Gus Navarro, Jr.
Email: gus.jr@spesco.com

City: City of Redondo Beach
Public Works Department
531 N. Gertruda Ave.
Redondo Beach, CA 90277
Attention: Mike Klein

Email: michael.Klein@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no “bounce-back” or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. 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 in accordance with this section.

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 of $4,000,000 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 shall 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.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement 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 in this Exhibit "E" 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, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/9/2026

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).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 548 W Cromwell Avenue Suite 101 Fresno, CA 93711	CONTACT NAME: Mary Steele PHONE (A/C, No, Ext): (877) 825-2681 FAX (A/C, No): (951) 231-2572 E-MAIL ADDRESS: Cal.CPU@Hubinternational.com
INSURED San Pedro Sign Company 701 Lakme Ave Wilmington, CA 90744	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Fire Insurance Company of Hartford — 20478 INSURER B : Transportation Insurance Company — 20494 INSURER C : The Continental Insurance Company — 35289 INSURER D : American Casualty Co of Reading PA — 20427 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Per Proj Agg GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6023739225	12/1/2025	12/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			6023739242	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6023739239	12/1/2025	12/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 8 38154870	4/1/2026	4/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

For Information Purposes Only.

CERTIFICATE HOLDER

City of Redondo Beach
531 N Gertruda Ave
Redondo Beach, CA 90277

CANCELLATION

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

H.8., **File #** 26-0781 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: ELIZABETH HAUSE, WATERFRONT AND COMMUNITY SERVICES DIRECTOR

TITLE

APPROVE A SECOND AMENDMENT TO THE AGREEMENT WITH MNS ENGINEERS, INC. FOR ADMINISTRATIVE AND INSPECTION SERVICES TO SUPPORT ADMINISTRATION OF THE CITY'S HOUSING PROGRAMS FOR AN AMOUNT NOT TO EXCEED $59,805

EXECUTIVE SUMMARY

Due to staff vacancies and limited resources in the Housing Division of the Community Services Department, staff recommends approval of a second amendment to the agreement with MNS Engineers, Inc. (MNS) to provide critical assistance with Department of Housing and Urban Development (HUD)-required inspections, re-inspections, and necessary administrative tasks to ensure timely compliance and reporting. The proposed amendment would not exceed $59,805 through September 2, 2026, increasing the total contract amount to $99,805. Staff recommends approval of the second amendment to maintain essential housing voucher program operations and regulatory compliance.

BACKGROUND

The Housing Services Division in the Community Services Department manages the City's housing voucher programs and associated support services. As a result of vacancies and limited resources in the Housing Division, temporary staff augmentation is necessary to support administrative functions and inspection/reinspection services for all units participating in the City's voucher programs, which are required to be completed annually by HUD regulations.

The Community Services Department currently utilizes the services of MNS to provide consultant support for the administration of the City's Community Development Block Grant (CDBG) program. The MNS team includes housing professionals that are experienced in conducting in-home inspections, necessary re-inspections, and required administrative tasks to comply with HUD reporting guidelines, making them a valuable partner to provide enhanced staff support in the Housing Division.

Proposed is a second amendment to the existing agreement with MNS to provide additional services to support staff in conducting inspections as well as administrative tasks needed to ensure accurate and on-time reporting is completed per HUD guidelines. Monthly billing would be based solely on actual time worked, following staff's confirmation of scheduled inspections and re-inspections. The total cost for these services would not exceed $59,805. Combined with the existing services

provided by MNS, the contract total would not exceed $99,805. The current term, which expires September 2, 2026, would remain unchanged.

Staff recommends the City Council approve the proposed second amendment to the agreement with MNS to provide critical, temporary support services to the Housing Division.

COORDINATION

The Community Services Department coordinated preparation of the second amendment with the City Attorney's Office.

FISCAL IMPACT

Funding for the Agreement is available through restricted Section 8 Housing Administrative funds provided by the Department of Housing and Urban Development.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Second Amendment to Agreement with MNS Engineers, Inc.
- Agmt - First Amendment to Agreement with MNS Engineers, Inc., September 2, 2025
- Agmt - Original Agreement with MNS Engineers, Inc., June 3, 2025

SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND MNS ENGINEERS, INC.

THIS SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and MNS Engineers, Inc., a California corporation ("Consultant").

WHEREAS, on September 3, 2024, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"), to support the City's Community Development Block Grant ("CDBG") program; and

WHEREAS, on September 2, 2025, the parties entered into a First Amendment to the Agreement ("First Amendment") to extend the initial term for one additional year, update the scope of services, and modify compensation consistent with updates to the scope of services; and

WHEREAS, the parties desire to further amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. **SCOPE OF SERVICES**. Exhibit "A" of the Agreement, as previously amended, is hereby further amended to add Exhibit "A-2", which adds services to support the Housing Authority and supplements the existing scope of services. Exhibit "A-2" is attached hereto and incorporated by reference. Consultant shall complete all services described in Exhibit "A", as amended by Exhibits "A-1 and "A-2".

2. **COMPENSATION**. Exhibit "C" of the Agreement, as previously amended, is hereby amended to add Exhibit "C-2", which includes additional costs associated with additional scope of services and raises Consultant's total compensation limit to $99,805. Exhibit "C-2" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A", as amended by Exhibits "A-1 and "A-2".

3. **NO OTHER AMENDMENTS**. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 4th day of August, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

MNS ENGINEERS, INC.,
a California Corporation

Signed by:
Peter Minegar
4EC2AA65DFDB40D...

By: _____
Name: Peter Minegar
Title: Executive Vice President
7/28/2026 | 12:05 PM PDT

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT "A-2"

PROJECT DESCRIPTION/SCOPE OF SERVICES

A. PROJECT OVERVIEW

Consultant shall provide additional administrative and staff augmentation services to support the Redondo Beach Housing Authority ("RBHA"), including Housing Quality Standards ("HQS") inspections and annual participant reexaminations. The services described herein supplement the services set forth in Exhibit "A-1".

B. SCOPE OF WORK

Consultant shall provide Housing Authority program support services in accordance with Housing and Urban Development (HUD) regulations, the Redondo Beach Housing Authority ("RBHA") Administrative Plan, and City direction.

C. TASKS AND ACTIVITIES

1. TASK 6 – HOUSING QUALITY STANDARDS ("HQS") INSPECTIONS

Consultant shall complete the following items on dates coordinated with the City in accordance with HUD regulations and the RBHA Administrative Plan. Consultant shall utilize its own vehicle in the performance of these duties.

a. Ensure the successful completion of an HQS Inspection Only transaction in the PHA Pro Software for each eligible unit participating in one of the Housing Authority's voucher programs, including submittal of required documentation.
b. Coordinate the scheduling and rescheduling of initial, annual, biennial, and special inspections of eligible units.
c. Prepare and mail inspection appointment letters to landlords and program participants every other month in accordance with the required inspection schedule for each unit.
d. Conduct in-person HQS inspections and submit completed Inspection Checklists.
e. Prepare correspondence to landlords and participants for all completed HQS inspections, including notices of corrective action for units that failed inspection, as well notices for units that pass inspections.
f. Complete follow-up correspondence, including phone calls and emails, for life-threatening deficiencies identified during HQS inspections.
g. Coordinate the scheduling and rescheduling of re-inspections, as needed in accordance with HUD regulations and the RBHA Administrative Plan.
h. Conduct in-person re-inspections to verify the successful completion of required repairs identified during initial and/or subsequent inspections and prepare follow up correspondence regarding inspection results.
i. Review and evaluate requests for extensions and prepare correspondence regarding approval or denial of such requests to landlords and participants.

j. Track, monitor, and prepare correspondence regarding individual unit abatements when unit repairs identified during the biennial inspection are not completed within 30-days of the inspection.

2. TASK 7 – ANNUAL REEXAMINATIONS

Consultant shall complete the following items on dates coordinated with the City and in accordance with HUD regulations and the RBHA Administrative Plan. Consultant shall utilize its own vehicle in the performance of these duties.

a. Conduct annual reexaminations for Housing Choice Voucher program participants.
b. Request and collect required income documentation from program participants to verify household composition, income, assets, and eligible deductions.
c. Review income documentation to ensure all required documentation has been submitted by the program participants.
d. Request missing documentation from program participants and monitor submission of necessary documentation to ensure compliance and eligibility.
e. Calculate household income to determine Housing Assistance Payments (HAP) and tenant rent portions.
f. Enter and successfully update participant's household income information in PHA Pro Software, including activities and actions, to complete and prepare the HUD-50058 (Family Report Form) form.
g. Complete reexaminations for applicable participants and mail Housing Assistance Payment Contract documents, Lease Addenda, and related correspondence to participants and landlords at least 30-days prior to their effective date.
h. Maintain accurate case files for each program participant by filing documents in accordance with City, Housing Authority, and HUD requirements.
i. Report potential program violations, unauthorized occupants, fraud, or unreported income to City staff for additional follow-up.
j. Refer incomplete reexaminations due to unresponsive participants to City staff for additional follow-up.

D. DELIVERABLES

Consultant shall complete, submit, and update federally mandated reports and documents in a timely manner required by HUD, the RBHA Administrative Plan, and the City, including but not limited to:

1. HQS inspection reports, completed the same day as the annual inspection;
2. Reinspection reports, completed the same day as the reinspection, if applicable;
3. Inspection appointment notices, completed two weeks prior to annual inspection;

4. Inspection deficiency notices, completed the same day as the annual inspection;
5. Abatement notices, completed the same day as the annual inspection;
6. HUD-50058 forms, completed 30-days prior to the annual effective date;
7. Participant eligibility documentation;
8. Reexamination files, initiated 120-days prior to the annual effective date with completion required 30-days prior to the effective date;
9. Other reports and records reasonably requested by the City.

E. PERFORMANCE REQUIREMENTS

Consultant shall perform all services in accordance with HUD regulations, Housing Choice Voucher program requirements, the RBHA Administrative Plan, and applicable federal, state, and local laws. Consultant shall timely complete inspections, reexaminations, reporting obligations, and related documentation to maintain program compliance. Consultant shall maintain complete and accurate records sufficient to demonstrate compliance with all applicable requirements.

F. REPORTING REQUIREMENTS

Consultant shall provide status updates to the City as requested and shall promptly notify the City of any actual or potential compliance issue, audit finding, missed deadline, program violation, or matter requiring corrective action. Consultant shall ensure all required reports and documentation are completed and submitted within applicable deadlines.

G. ROLES AND RESPONSIBILITIES

Consultant shall be responsible for providing support and services to ensure the City complies with HUD guidelines and regulations to its CDBG program, Housing Authority requirements, housing inspections, and reexaminations, and applicable federal, state, and local laws.

City will work collectively with the Consultant to determine deadlines for the submittal of public notices, Administrative Reports, and other required documents. City will provide support to the Consultant, as needed, to ensure City approval of required documents and access to rental unit and client files, as needed.

EXHIBIT "C-2"

COMPENSATION

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

A. AMOUNT. Consultant shall be compensated in accordance with the hourly rate schedule set forth below:

Title	Hourly Rate
Principal	$375
Senior Project Manager	$340
Project Manager	$290
Principal Planner/Scientist	$200
Senior Planner/Scientist	$185
Associate Planner/Scientist	$155
Assistant Planner/Scientist	$135
Planning Technician	$110
Senior GIS Technician	$175
GIS Technician	$135
Administrative Support	$110 - $210

The foregoing rates are fully burdened, meaning they include all direct and indirect costs, such as overhead, employee benefits, taxes, insurance, profit, and any other expenses associated with providing the services.

B. REIMBURSABLE EXPENSES. No reimbursable expenses shall be paid unless expressly approved in a subsequent written amendment executed by both parties.

C. NOT TO EXCEED AMOUNT

In no event shall the total amount paid to Consultant for the supplemental services described in Exhibit “A-2” exceed the amounts set forth below.

Task	Not to Exceed Amount
Task 6 – Housing Standards (“HQS”) Inspections	$19,845
Task 7 – Annual Reexaminations	$39,960
Total Not to Exceed Amount	**$59,805**

The compensation described herein is supplemental to Exhibit “C-1”. The cumulative not to exceed amount under the Agreement, including all amendments, shall not exceed $99,805.

Notwithstanding the foregoing, the amounts allocated to the tasks identified in Exhibit "C-1" and this Exhibit "C-2" may be reallocated among such tasks, with prior approval from the City; provided that the cumulative not to exceed amount is not exceeded. Consultant shall notify the City when 80% of the cumulative not to exceed amount has been expended.

D. METHOD OF PAYMENT

Consultant shall submit a monthly invoice for services performed in the prior month. Each invoice shall indicate the dates of service, description of services performed, staff title, hourly rate, number of hours worked, task number, corresponding amount, the total amount.

Invoices must be itemized, adequately detailed, based on accurate records, and, if applicable, attach subcontractor invoices. Invoices must be in a form reasonably satisfactory to the City. may be required to provide backup material upon request.

For services that are only partially completed within a month (or billing period), the City will make prorated payments based on the percentage of completion, as reasonably determined by the City in consultation with the Consultant. The percentage of completion is calculated as the value of satisfactorily completed work (measured by deliverables, progress reports, or other agreed upon metrics) divided by the total value of the task. The Consultant must provide supporting documentation, which may include time logs, progress updates, or partial deliverables. Any remaining balance is payable upon full completion of the task and approval by the City in accordance with Section E (Schedule for Payment) of this Agreement.

E. SCHEDULE FOR PAYMENT. The City will pay within 45 days of receiving the monthly invoice. Payments shall not exceed the totals per task outlined in Section C of Exhibit "C-2", unless the amounts have been reallocated provided in Section D of Exhibit "C-2". Notwithstanding the foregoing, The City may withhold any payments, or portion thereof, that the City disputes in good faith until the dispute is resolved, to the maximum extent permitted by law.

F. NOTICE. Written notices to City and shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor:	MNS Engineers, Inc. 201 N. Calle Cesar Chaves, Suite 300 Santa Barbara, CA 93103 Attention: Peter Minegar, AICP, Vice President - Planning Email: pminegar@mnsengineers.com
City:	City of Redondo Beach Community Services Department

1922 Artesia Blvd
Redondo Beach, CA 90278
Attention: Kelly Orta, Deputy Director of Community Services
Email: kelly.orta@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no “bounce-back” or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. 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 in accordance with this section.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/24/2026

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).

PRODUCER
AssuredPartners Design Professionals Ins. Svc. LLC
1325 4th Ave, Suite 2100
Seattle WA 98101

License#: 6003745

CONTACT NAME: Mandy Guo
PHONE (A/C, No, Ext): 510-272-1402 **FAX (A/C, No):**
E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : XL Specialty Insurance Company	37885
INSURER D : Hartford Casualty Insurance Company	29424
INSURER E :	
INSURER F :	

INSURED
MNS Engineers, Inc.
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara CA 93103

BKFENGI-02

COVERAGES **CERTIFICATE NUMBER:** 293726029 **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	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	72SBWBM2X4V	6/14/2025	9/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	72UEGCK5894	6/14/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	72SBWBM2X4V	6/14/2025	9/1/2026	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	57WEOK8H0Z	9/1/2025	9/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability (Includes Pollution Liability)			DPR5047615	9/1/2025	9/1/2026	Per Claim Annual Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following policies are included in the underlying schedule of insurance for Umbrella/Excess Liability: General Liability/Auto Liability/Employer's Liability.
MNS Job #M00250257
City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

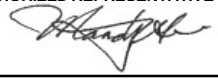
CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

CANCELLATION 30 Day Notice of Cancellation

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a**. through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f**.**(2)(b)** above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WEOK8H0Z **Endorsement Number:**
Effective Date: 09/01/2025 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: MNS Engineers, Inc.
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part**,** means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C**. Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F**. Liability And Medical Expenses Definitions.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

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(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the Limits of Insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

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b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

(3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or

(4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph **(1), (2), (3)** or **(4)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 51 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(ii) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

(f) An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

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i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Pharmaceutical services including but not limited to:

(a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;

(b) The providing of or failure to provide home health care or home infusion products or services; and

(c) Advising and consulting customers;

(11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

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(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **D.** Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;

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(2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of:

(a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(i) Infringement, in your "advertisement", of:

a. Copyright;

b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or

c. Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph **(7)(b)ii** above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a., b.** and **c.** under the definition of "personal and advertising injury" in Section **F.** Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) Advertising content for others on your web site;

(b) Placing a link to a web site of others on your web site;

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(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of “bodily injury” or “property damage” arising out of any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of “bodily injury”.

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

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(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)**, or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or “suit” alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or “suit” for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

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c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

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(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

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a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance required in a written contract, written agreement or permit; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all

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coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:

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(1) You or any additional insured under this Coverage Part that is an individual;

(2) Any partner, if you or an additional insured under this Coverage Part is a partnership;

(3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;

(5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or

(6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of “electronic data”, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.,** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.,** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, “mobile equipment” does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered “autos”.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

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a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Unmanned aircraft" means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

24. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND MNS ENGINEERS, INC.

THIS FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and MNS Engineers, Inc., a California corporation ("Consultant" or "Contractor").

WHEREAS, on September 3, 2024, the parties entered into the Agreement for Consulting Services between City and Consultant to support the City's Community Development Block Grant ("CDBG") program; and

WHEREAS, the term of the Agreement is set to expire September 2, 2025; and

WHEREAS, the parties desire to amend the Agreement to remove and add tasks, extend the term of the Agreement, and update the compensation and related provisions.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties agree to make the following amendments to the Agreement:

1. **SCOPE OF SERVICES**. Exhibit "A" of the Agreement is hereby replaced by Exhibit "A-1, which removes Task 6 under Exhibit "A", and updates Tasks 1 through 5. Exhibit "A-1" is attached hereto and incorporated by this reference.

2. **TERM AND TIME OF COMPLETION**. Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement term to September 1, 2026. Exhibit "B-1" is attached hereto and incorporated by this reference. Consultant shall commence and complete all services described in Exhibit "A" as amended by Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-1".

3. **COMPENSATION.** Exhibit "C" of the Agreement is hereby replaced by "Exhibit "C-1", which updates the rate schedule, the not-to-exceed amount, and the method of payment. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for services described in Exhibit "A", as amended by Exhibit "A-1".

4. **NO OTHER AMENDMENTS**. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 2nd day of September, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:
6BC0853B8E644E1...
James A Light, Mayor

MNS ENGINEERS, INC.,
a California Corporation

By: DocuSigned by:
Peter Minegar
4AF11AEBD1024B8...
Name: Peter Minegar
Title: Vice President

ATTEST:

DocuSigned by:
Eleanor Manzano
72E2AC716C214CE...
Eleanor Manzano, City Clerk

APPROVED:

Signed by:
Diane Strickfaden
ABED8CF35EEF48C...
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Signed by:
A5A27AAE40834DE...
Joy A. Ford, City Attorney

EXHIBIT "A-1"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONSULTANT'S DUTIES
Consultant shall provide the following services to support the City's Housing division.

1. **TASK 1 – GENERAL DUTIES**
   Consultant shall:

   a. Manage all components of the City's CDBG Program and carry out the scope of services in conjunction with the City's direction, input, and review.
   b. Conduct meetings with City representatives at least monthly to provide updates on the progress of the CDBG program.
   c. Ensure compliance with federal regulations and oversee all components of the City's CDBG program.
   d. Prepare and maintain a monthly CDBG task list to track the overall duties and progress of the program.

2. **TASK 2 – CDBG ADMINISTRATION**
   Consultant shall:

   a. Prepare staff reports, public notices, and presentation materials for CDBG public hearings.
   b. Prepare environmental reviews and supporting documents for upcoming CDBG projects.
   c. Prepare and submit all required reports to the Department of Housing and Urban Development ("HUD") by the required HUD deadline, including but not limited to the Consolidated Annual Performance, Annual Action Plan, and Evaluation Report.
   d. Manage and monitor CDBG public service agencies, including fair housing services, for federal compliance.
   e. Assist with setting up activities and preparing drawdowns in the Integrated Disbursement and Information System ("IDIS") as needed.

3. **TASK 3 – MOBILITY ACCESS/EMERGENCY REPAIR (MA/ER) PROGRAM**
   Consultant shall:

   a. Maintain a list of eligible applicants for the Mobility Access/Emergency Repair ("MA/ER") program.
   b. Review applications and determine eligibility for interested residents (i.e., low-income and disabled homeowners whose homes may be repaired under the program).
   c. Prepare work write ups and cost estimates for each project (i.e., the mobility access or emergency repair work performed on an eligible resident's home).
   d. Monitor City approved residential project contractors to ensure compliance with program requirements.
   e. Maintain resident files for each project (i.e., each home repaired under the program) with all federally required documentation.

4. **TASK 4 – PUBLIC SERVICE AGENCY FUNDING PROGRAM**
   Consultant shall:

   a. Provide oversight and ensure federal compliance for subrecipients of CDBG funds.
   b. Assist the City in preparing and evaluating Request for Proposals (RFPs) for the annual funding cycle period.
   c. Prepare applications and evaluation forms for public service agencies.

5. **TASK 5 – CAPITAL IMPROVEMENT PROJECTS**
   Consultant shall:

   a. Determine CDBG eligibility of potential capital improvement projects.
   b. Prepare CDBG bid package and construction contract documents, including Labor Standards Compliance in accordance with the California Labor Code (including Sections 1720 et seq.), Davis-Bacon Act, and related laws.
   c. Perform on-site monitoring to ensure compliance with California Labor Code (including Sections 1720 et seq.), federal Labor Standards and other CDBG requirements.

EXHIBIT "B-1"

TERM AND TIME OF COMPLETION

TERM. The term of the Agreement shall be extended to September 2, 2026, unless otherwise terminated as herein provided.

EXHIBIT "C-1"

COMPENSATION

Provided Consultant is not in default under the Agreement, Consultant shall be compensated as provided below.

1. **AMOUNT.** Effective September 2, 2025, Consultant shall be paid in accordance with the hourly rate schedule set forth below. The rates set forth are fully burdened, meaning they include all direct and indirect costs, such as overhead, employee benefits, taxes, insurance, profit, and any other expenses associated with providing the services.

Title	Hourly Rate
Housing Practice Lead	$285
Principal Planner/Scientist	$200
Senior Planner/Scientist	$185
Housing Project Manager	$165
Labor Compliance Officer	$155
Associate Planner/Scientist	$155
Assistant Planner/Scientist	$135
Housing Planner	$100
Senior GIS Technician	$175
GIS Technician	$135
Administrative Support	$110 - $210

2. **NOT TO EXCEED AMOUNT**. The total amount paid to Consultant shall not exceed the amounts set forth below.

Task	Not to Exceed Amount
Task 1 – General Duties	$4,500
Task 2 – CDBG Administration	$18,900
Task 3 – Mobility Access/Emergency Repair	$5,500
Task 4 – Public Service Agency Funding	$5,600
Task 5 – Capital Improvement Projects	$5,500
Total Not to Exceed Amount	**$40,000**

Notwithstanding the foregoing, the amounts allocated to each task may be reallocated to other tasks. Consultant shall notify the City when the budget described in the foregoing table has been 80% expended.

3. **METHOD OF PAYMENT**. Consultant shall provide monthly invoices for the City's approval and payment. The invoice shall include the following:

   a. Description of tasks performed and services provided.
   b. Completed tasks itemized by Task number.
   c. Dates of service.
   d. Applicable hourly rates, total number of hours worked for each title, and subtotal.
   e. Copies of receipts or supporting documentation (if applicable)
   f. Subcontractor invoices (if applicable)

   Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to the City. Consultant may be required to provide back-up material upon request.

4. **SCHEDULE FOR PAYMENT**. City agrees to pay Consultant within forty-five (45) days of receipt of monthly invoices; provided however, services are completed to the City's full satisfaction.

5. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

   Consultant: MNS Engineers, Inc.
   201 N. Calle Cesar Chavez, Suite 300
   Santa Barbara, CA 93103
   Attn: Peter Minegar, AICP, Vice President – Planning
   Email: pminegar@mnsengineers.com

   City: City of Redondo Beach
   415 Diamond Street
   Redondo Beach, CA 90277
   Attn: Kelly Orta, Deputy Director Community Services Department
   Email: kelly.orta@redondo.org

   All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. 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 in accordance with this section.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/12/2025

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).

PRODUCER
Risk Strategies Company
2040 Main Street, Suite 450
Irvine, CA 92614

www.risk-strategies.com CA DOI License No. 0F06675

CONTACT NAME: Sherry Young
PHONE (A/C, No, Ext): 949-242-9237 **FAX (A/C, No):**
E-MAIL ADDRESS: syoung@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : Sentinel Insurance Company, Ltd.	11000
INSURER D : Travelers Casualty and Surety Co of America	31194
INSURER E :	
INSURER F :	

INSURED
MNS Engineers, Inc.
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara CA 93103

COVERAGES **CERTIFICATE NUMBER:** 85744435 **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	
A	✓ COMMERCIAL GENERAL LIABILITY	✓		72SBWBM2X4V	6/14/2025	6/14/2026	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ OTHER:							$
B	AUTOMOBILE LIABILITY	✓		72UEGCK5894	6/14/2025	6/14/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	✓ UMBRELLA LIAB ✓ OCCUR			72SBWBM2X4V	6/14/2025	6/14/2026	EACH OCCURRENCE	$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 10,000,000
	☐ DED ✓ RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		72WEGAX1RMA	6/14/2025	6/14/2026	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liability			107272696	6/14/2025	6/14/2026	Per Claim: $5,000,000 Aggregate: $5,000,000	

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

Projects as on file with the insured including but not limited to Housing Staff Augmentation.
The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are named as additional insureds and primary/non-contributory clause applies to the general and auto liability policies.
30-day notice for non-renewal and cancellation, 10-day notice for non-payment of premium applies.
Umbrella Liability follows form to the general, auto and employer's liability policies Professional Liability Ded: $75,000 per claim.

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond St.
Redondo Beach CA 90277

CANCELLATION

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
RSC Insurance Brokerage

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a**. through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f**.**(2)(b)** above.

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THE HARTFORD

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

POLICY NUMBER: 72 SBW BM2X4V

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **C. WHO IS AN INSURED**:

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

a. The person(s) or organization(s) shown in the Schedule on the Declarations is also an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" and at the location designated and described in the Location And Description Of Completed Operations Schedule in the Declarations performed for that additional insured and included in the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications, payment requests, manuals or instructions;

(2) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;

(3) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;

(4) Monitoring, sampling, or testing service necessary to perform any of the services included in **(1)**, **(2)** or **(3)** above;

(5) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in **(1)**, **(2)** or **(3)** above;

c. The insurance afforded to these additional insureds only applies to the extent permitted by law.

d. If coverage provided to these additional insureds is required by a written contract, agreement or written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement or permit to provide for these additional insureds.

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND MNS ENGINEERS, INC.

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

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."

2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant 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. Consultant 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 Consultant's sole responsibility.

2. Brokers. Consultant acknowledges, represents and warrants that Consultant 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,

Consultant 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 Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant 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 Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant 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 Consultant, 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 Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.

6. Records. Consultant, 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". Consultant, 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 Consultant'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. Unless otherwise provided herein, all changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant 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 Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant 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. Consultant acknowledges, represents and warrants that Consultant 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 Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.

10. Business License. Consultant 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 Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant 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 Consultant for this Agreement, prior to Consultant’s receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant'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 Consultant 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. Consultant 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 Consultant's breach of this Agreement.

13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant 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. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant 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, Consultant 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 Consultant'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. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant 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 Consultant 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. Consultant, 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. Consultant 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. Consultant 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.

18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant 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 Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant 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 Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant 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 Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant 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.

21. 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 Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.

22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

23. 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 Consultant.

24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

25. 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 Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.

27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

28. 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."

29. 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.

30. 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.

31. Claims. Any claim by Consultant 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.

32. Interpretation. Consultant 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.

33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant 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 Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. 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.

35. 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 Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, 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 Consultant.

36. 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 3rd day of September, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:
6BC0853B8F644F1...

James A. Light, Mayor

MNS ENGINEERS, INC.,
a California corporation

DocuSigned by:
Peter Minegar
4AF11AFBD1024B8...

By: _____
Name: Peter Minegar
Title: Vice President

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:
Diane Strickfaden
ABED8CF35EEF48C...

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669049EDE03D402...

Michael W. Webb, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

CONSULTANT'S DUTIES
Consultant shall provide the following services to support the City's Housing Division.

1. **TASK 1 – GENERAL DUTIES**
   Consultant shall:

   a. Manage all components of the City's CDBG Program and carry out the scope of services in conjunction with the City's direction, input, and review.

   b. Conduct regular meetings with City representatives to provide updates on the progress of the community development block grant ("CDBG") program.

   c. Ensure compliance with federal regulations and oversee all components of the City's CDBG program.

   d. Prepare and maintain a monthly CDBG task list to track the overall duties and progress of the program.

2. **TASK 2 – CDBG ADMINISTRATION**
   Consultant shall:

   a. Prepare staff reports, public notices, and presentation materials for CDBG public hearings.

   b. Prepare environmental reviews and supporting documents for upcoming CDBG projects.

   c. Prepare and submit all required reports to the Department of Housing and Urban Development ("HUD") in a timely manner, including but not limited to the Consolidated Annual Performance and Evaluation Report.

   d. Manage and monitor CDBG public service agencies, including fair housing services, for federal compliance.

   e. Assist with setting up activities and preparing drawdowns in the Integrated Disbursement and Information System ("IDIS") as needed.

3. **TASK 3 – MOBILITY ACCESS/EMERGENCY REPAIR (MA/ER) PROGRAM**
   Consultant shall:

   a. Maintain a list of eligible applicants for the MA/ER program.

b. Review applications and determine eligibility for interested residents.

c. Prepare work write ups and cost estimates for each project.

d. Monitor project contractors to ensure compliance with program requirements.

e. Maintain client files with all federally required documentation.

4. TASK 4 – PUBLIC SERVICE AGENCY FUNDING PROGRAM
Consultant shall:

a. Provide oversight and ensure federal compliance for sub recipients of CDBG funds.

b. Assist the city in preparing and evaluating Request for Proposals (RFPs) for the annual funding cycle period next line. Prepare applications and evaluation forms for public service agencies.

5. TASK 5 – CAPITAL IMPROVEMENT PROJECTS
Consultant shall:

a. Determine CDBG eligibility of potential capital improvement projects.

b. Prepare CDBG bid package and construction contract documents, including Labor Standards Compliance in accordance with the Davis Bacon Act and related laws.

c. Perform on-site monitoring to ensure compliance with federal Labor Standards and other CDBG requirements.

6. TASK 6 – ANALYSIS OF IMPEDIMENTS AND CONSOLIDATED PLAN
Consultant shall:

a. Update the Analysis of Impediments to Fair Housing Choice ("AI"), 2025-2030 Consolidated Plan ("Con Plan"), FY 2025 Annual Action Plan ("AAP") and Updated Analysis of Impediments to Fair Housing to initiate the 2025-2030 Consolidated Plan process. Incorporate all work previously completed by prior consultants as part of the 2025-2030 Con Plan, which will be provided to Consultant by the City. Perform the following subtasks:

1. <u>Project Kick-off and Coordination</u>
   a. Schedule a meeting with the City to kick-off the project and set-up milestones and set up points of contact with each organization involved in the project to ensure a quick exchange of information and plan for sufficient document review.

b. Provide regular project update memorandums to the City during the community outreach and document preparation phase.

2. Data Collection and Analysis
   a. Perform data analysis at the beginning of the engagement to prepare the AI, 2025-2030 ConPlan, and Fiscal Year 2025 AAP.

   b. Base the data analysis on the required default data provided for the Consolidated Plan through HUO's CPD Maps tool.

   c. Collect and compile data from organizations, the City, and regional groups.

   d. Utilize an alternate data source acceptable to HUD where data is required, but not provided. The data shall consist of the following.

      i. Population and Housing: Provide a narrative description, supported by charts, tables, and maps, detailing general housing and population characteristics. This must include age, race, ethnicity, measures of household income and poverty, and housing type, condition, and tenure.

      ii. Housing Market information: Present specific details about housing costs and housing affordability, a summary of measures of housing distress measures such as cost burden, overcrowding, and substandard conditions. Include information on public and assisted housing, addressing the physical needs of public housing units and the needs of families on the public housing waiting list. Describe homeless facilities (emergency shelter, transitional housing, permanent supportive housing) and facilities for non-homeless special needs groups, focusing on affordable housing barriers for these groups (with a special focus on affordable housing for special needs groups). Highlight the needs of individuals discharged from hospitals, jails, and other institutions.

      iii. Housing and Homeless Needs Assessment: Compare local needs with existing resources, providing assessments of the general housing needs of the City. Include the need for housing for homeless persons and families with children, as well as the housing needs of non-homeless persons requiring permanent supportive housing or services to live independently. Describe the characteristics of the population of persons with HIV/AIDS

and their families, and address the extent of childhood poisoning risk due to lead-based paint in the home.

3. Community Outreach
   a. Develop a comprehensive community engagement program to facilitate constructive dialogue between decision-makers, planners, and the public.

   b. Adhere to the Fair Housing Planning Guidebook and implement a robust citizen participation program to reach a broad audience of stakeholders and residents that extend beyond just public hearings.

   c. Provide document design for public outreach which will facilitate the development of a meaningful and actionable Consolidated Plan and Annual Action Plan. Utilize in-house graphic designers to brand planning efforts with colorful, eye-catching promotional materials to garner the attention of residents.

4. Community Engagement
   a. Make recommendations to ensure inclusive public meetings including translation services, disability access, and reasonable accommodation.

   b. Make recommendations for additional accommodation to encourage attendance by protected classes and households at a higher statistical risk of discrimination.

   c. Prepare a report documenting outreach efforts and engagement outcomes with recent immigrant groups, ethnic minorities, and households with limned English proficiency.

   d. Evaluate the effectiveness of outreach strategies and recommendations for future engagement.

   e. Provide City with an option to conduct and facilitate a Housing Summit.

   f. At a minimum, conduct the list of meetings set forth below.

      1. Public Meetings/Hearings
         a. Conduct two public meetings/hearings during the planning effort.

         b. Conduct three public meetings across the City during data collection and analysis to gather community input on housing needs.

c. At the adoption stage, hold one public hearing, with the provision for an additional meeting if necessary.

2. Consultation Interviews and Focus Groups
   a. Provide up to three in-person focus groups with key community stakeholders to gather qualitative information that complements the data analysis findings described in Task 6(a)(2) and gather additional local knowledge that may not be evident through baseline analysis.

   b. Carry out one-on-one virtual consultations with up to 10 stakeholders to ensure thorough information sharing and feedback.

3. Community and Stakeholder Survey
   a. Design a comprehensive community-wide survey to gather data on housing discrimination and fair housing issues experienced by the general public.
   b. Couple the survey results with input from stakeholder consultation and use the information as a basis for the prioritization of needs.

4. Housing Summit (Optional Engagement Opportunity): Upon City's request, host a one-day Housing Summit to bring together stakeholders, affordable housing providers, affordable housing lenders, and other leaders within the community specific to the AI and Consolidated Plan. Organize the event to include a panel of housing experts followed by audience Q&A.

5. Analysis of Impediments to Fair Housing Choice (AI Report)
   1. Prepare an AI report identifying strengths and weaknesses in fair housing practices and recommending courses of action for improvement.

   2. Analyze fair housing issues and their contributing factors in the City using data provided by HUD and other sources.

   3. Engage local stakeholders in determining priority needs, as described in Task 6(a)(e), and include required sections as per HUD's requirements.

   4. In the report, include key chapters, such as a community participation process review, assessment of past goals and actions, analysis of fair housing issues (including sections on demographics, segregation, race and ethnic concentrations of

poverty, data maps, availability of public transportation, lending rates, unequal access to opportunities, disproportionate housing needs, public housing analysis, disability and access analysis, and an evaluation of enforcement, education, outreach capacity, and resources), a discussion of fair housing contributing factors and the effects of barriers to fair housing, and a chapter on setting fair housing priorities and goals.

6. 2025-2030 Consolidated Plan

   a. Develop a 2025-2030 Consolidated Plan conforming to 24 CFR 91, engaging local stakeholders in determining priority needs as described in Task 6(a)(3).

   b. Include all required sections by HUD such as executive summary, introduction, planning process summary, needs assessment, housing market analysis, strategic plan, performance measurement element, and appendices.

   c. Compile collected data and sources in a resource binder and utilize HUD's e-Con Plan Tool and CPD Maps through HUD's IDIS online website for the development and submission of the 2024-2028 Consolidated Plan to HUD.

   d. Deliver the Resource Binder to the City.

   e. Ensure the resource binder includes collected data and sources, and supporting documentation used to develop the Consolidated Plan.

   f. Utilize the CPD Maps, ACS, Census Bureau, and CHAS data as the primary data sources for the Consolidated Plan and as the basic structure and content of the published document.

7. FY 2025 Annual Plan

   a. Prepare and deliver the Annual Action Plan for FY 2025 in compliance with 24 CFR 91.220.

   b. Summarize anticipated resources, describe planned activities, and quantify objectives.

   c. Provide maps indicating the geographic distribution of programs and activities and address the needs of homeless and special needs populations, barriers to affordable housing, poverty, and lead-based paint hazards.

d. Ensure the Annual Action Plan includes the following components:

    1. Available Resources
        a. Summarize resources anticipated to be available during the program year to meet the goals and objectives of the Consolidated Plan.

        b. This shall include funds covered by the Annual Plan, leveraged funds, and other non-monetary resources.

    2. Programs and Activities
        a. Develop the Annual Action Plan, which will reflect planned activities to be undertaken, including descriptions of activities to be undertaken, quantified objectives, and the amount of funding for the City's proposed projects.

        b. Correlate each project description to the housing and community development priorities and goals identified in the Consolidated Plan Strategic Plan component.

    3. Geographic Distribution
        a. Create maps to identify the geographic distribution of programs and activities utilizing HUD's CPD Maps tool.

        b. Identify any areas with concentrated lower-income households that will benefit from the proposed actions.

        c. Identify any areas of minority concentration that will benefit by the planned activities.

    4. Other Actions
        a. Specifically identify the steps to meet the needs of the homeless and special needs populations and to address obstacles to meeting underserved needs in the Annual Action Plan.

        b. Discuss actions to foster and maintain affordable housing and remove barriers to affordable housing.

        c. Identify strategies to combat poverty and lead-based paint hazards, which may be based on a range of employment opportunities and supportive services.

EXHIBIT " B"

TERM AND TIME FOR COMPLETION

TERM. The term of this Agreement shall commence September 4, 2024 and expire September 3, 2025, unless otherwise terminated as herein provided.

Consultant shall complete the services described in Exhibit "A" in accordance with the following schedule:

Project Milestone	Completion Date
Project kick-off:	Within 1 week of contract execution.
Monthly updates:	First Tuesday of each month.
Data collection and analysis:	Completed by December 31, 2024.
Community outreach:	Ongoing, with key events as specified in Exhibit "A".
Draft AI Report:	Submitted to staff week of September 9, 2024 Adopted by City Council by October 31, 2024
Consolidated Plan:	Submitted to HUD by May 15, 2025.
Annual Action Plan:	Submitted to HUD by May 15, 2025.
FY 2023/24 CAPER:	Submit to HUD by September 30, 2024

EXHIBIT " C"

COMPENSATION

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

1. **AMOUNT**. Consultant shall be paid in accordance with the hourly rate schedule set forth below.

Title	Hourly Rate
Principal	$290 - $325
Senior Project Manager	$235 - $260
Project Manager	$185 - $225
Principal Planner/Scientist	$195 - $205
Senior Planner/Scientist	$160 - $180
Associate Planner/Scientist	$135 - $150
Assistant Planner/Scientist	$95 - $130
Planning Technician	$80 - $90
GIS Manager	$150 - $175
GIS Technician	$100 - $135
Administrative Support	$75 - $100

2. **NOT TO EXCEED AMOUNT**. The total amount paid to Consultant exceed the amounts set forth below. Notwithstanding the foregoing, the amounts allocated to each task may be reallocated to other tasks.

Task	Not to Exceed Amount
Task 1 – General Duties	$2,000
Task 2 – CDBG Administration	$16,664
Task 3 – Mobility Access/Emergency Repair	$9,100
Task 4 – Public Service Agency Funding	$2,000
Task 5 – Capital Improvement Projects	$4,000
Task 6 – Analysis of Impediments and Con Plan	$27,038
Total Not to Exceed Amount	$60,802

   Consultant shall notify the City when the budget described in the foregoing table has been 80% expended.

3. **METHOD OF PAYMENT**. Consultant shall provide monthly invoices for the City's approval and payment. The invoice shall include the following:

   a. Description of tasks performed and services provided.

b. Task number
c. Dates of service.
d. Applicable hourly rates, total hours worked for each title, and subtotal.
e. Copies receipts or supporting documentation.
f. Subcontractor invoices (if applicable)

Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to the City. Consultant may be required to provide back-up material upon request.

4. **SCHEDULE FOR PAYMENT**. City agrees to pay Consultant within forty-five (45) days of receipt of monthly invoices; provided however, services are completed to the City's full satisfaction.

5. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Consultant: MNS Engineers, Inc.
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103
Attn: Peter Minegar, AICP, Vice President – Planning
Email: pminegar@mnsengineers.com

City: City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attn: Kelly Orta, Deputy Director Community Services Department
Email: kelly.orta@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. 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 in accordance with this section.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant's indemnification obligations under this Agreement, Consultant 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 Consultant, 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

Consultant 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 Consultant 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 Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant'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 Consultant.

For any claims related to this project, the Consultant'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 Consultant'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 Consultant'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

Consultant 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

Consultant 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

Consultant 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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/2/2024

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).

PRODUCER
Risk Strategies Company
2040 Main Street, Suite 450
Irvine, CA 92614

www.risk-strategies.com CA DOI License No. 0F06675

CONTACT NAME: Sherry Young
PHONE (A/C, No, Ext): 949-242-9237 **FAX (A/C, No):**
E-MAIL ADDRESS: syoung@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company, Ltd.	11000
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : Travelers Casualty and Surety Co of America	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MNS Engineers, Inc.
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara CA 93103

COVERAGES **CERTIFICATE NUMBER:** 81291193 **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	
A	✓ COMMERCIAL GENERAL LIABILITY	✓		72SBWBG3262	6/14/2024	6/14/2025	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ OTHER:							$
B	AUTOMOBILE LIABILITY	✓		72UEGCK5894	6/14/2024	6/14/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	✓ UMBRELLA LIAB ✓ OCCUR			72SBWBG3262	6/14/2024	6/14/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 10,000,000
	☐ DED ✓ RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		72WEGAX1RMA	6/14/2024	6/14/2025	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			107272696	6/14/2024	6/14/2025	Per Claim: $5,000,000 Aggregate: $5,000,000	

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

Projects as on file with the insured including but not limited to Housing Staff Augmentation.
The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are named as additional insureds and primary/non-contributory clause applies to the general and auto liability policies.
30-day notice for non-renewal and cancellation, 10-day notice for non-payment of premium applies.
Umbrella Liability follows form to the general, auto and employer's liability policies Professional Liability Ded: $75,000 per claim.

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond St.
Redondo Beach CA 90277

CANCELLATION

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
RSC Insurance Brokerage

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POLICY NUMBER: 72SBWBG3262

DESIGN PROFESSIONAL BLANKET ADDITIONAL INSURED NOTICE - BUSINESS LIABILITY COVERAGE FORM

Thank you for being a customer of The Hartford.

This Notice is being provided to highlight the following important provisions included in your Business Liability Coverage Form, SS 00 08 04 05.

I. ADDITIONAL INSUREDS WHEN REQUIRED BY WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMIT

Please be advised that your Business Liability Coverage Form, SS 00 08 04 05 contains the following provisions in Section **C. WHO IS AN INSURED**:

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F**. - Optional Additional Insured Coverages.

. . .

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

. . .

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a**. through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

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(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

Please be advised that if SS 51 13 Exclusion - Engineers, Architects Or Surveyors Professional Liability - California and SS 51 14 Additional Insured Provisions - California are on the Policy, the above-referenced Subparagraph **(2)** of Paragraph **d. Architects, Engineers Or Surveyors** and Subparagraph **(2)** of Paragraph **f. Any Other Party** which contains professional liability exclusionary language has been amended. Please see SS 51 13 and SS 51 14 for details.

II. OTHER INSURANCE - PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE WHEN REQUIRED BY CONTRACT

Please be advised that your Business Liability Coverage Form, SS 00 08 04 05 contains the following condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**:

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

. . .

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

III. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Please be advised that your Business Liability Coverage Form, SS 00 08 04 05 contains the following condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS:**

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Please be advised that this Notice is not a Policy form and does not grant or alter coverage, or change any terms or conditions of the Policy. Please be sure to read your Policy carefully including all endorsements attached to your Policy. If there is any conflict between this Notice and the Policy, the provisions of the Policy will apply.

Should you have any questions, please contact your insurance agent, broker or you may contact us directly.

We appreciate your business and look forward to being of continued service to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(Includes copyrighted material of Insurance Services Office, Inc. with its permission.)

(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

81291193 | 24-25 GL-AL-UL-WC-PL | Sherry Young | 8/2/2024 9:30:17 AM (PDT) | Page 8 of 9

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

Administrative Report

H.9., **File #** 26-0790 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

ACCEPT AS COMPLETE THE SCE ROW WEST OF PCH LANDSCAPE IMPROVEMENTS PROJECT, JOB NO. 30850, AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER, AND AUTHORIZE RELEASE OF THE FINAL RETENTION PAYMENT UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED ON THE PROJECT

EXECUTIVE SUMMARY

On May 6, 2025, the City Council awarded Marina Landscape, Inc. (Marina) a public works contract for $946,560.50 for construction of the SCE ROW West of PCH Landscape Improvements - Phase 1 Project, Job No. 30850. The Project includes the construction of new walking paths and the planting of native vegetation within the City's licensed area of Southern California Edison's right-of-way along Herondo Street, now known as Bill Brand Gateway Park. City staff issued four change orders for the Project, totaling $79,356.94, bringing the final contract amount to $1,025,917.44.

The contractor has completed all Phase 1 work and the Project is ready for City Council acceptance. Additionally, staff recommends authorization be given to release the final retention amount of $51,295.87 to the contractor upon expiration of the 35-day lien period and there being no claims filed on the Project.

BACKGROUND

In April 2021, the City entered into preliminary discussions with Southern California Edison (SCE) regarding the potential licensing of their right-of-way space located along Herondo Street and Catalina Avenue. On June 1, 2022, a 5-year license agreement was executed with SCE to allow the City to develop two parcels of land (License Site) into passive park space.

The majority of the 5.1-acre License Site was vacant with the exception of six transmission towers connected by 220 kV and 66 kV lines, a soil retaining wall, trees and shrubs fronting Catalina Avenue, chain link fencing, utility cabinets, and buried pipelines. It remained underutilized except for occasionally serving as an overflow parking lot during large community events or for construction project staging. This project supports the City's Strategic Plan goals to Advance Environmental Sustainability and Climate Resilience and to Expand and Enhance Public Spaces, Amenities and Programs.

On February 18, 2025, the City Council approved the plans and specifications for the full development of the 5.1-acre site and authorized the advertisement of competitive bids for Phase 1, which covered the easterly 2.3-acre upper plateau. The Project was advertised on March 6, 2025, and five bids were received and publicly opened on April 2, 2025. On May 6, 2025, the City Council awarded the Project contract to Marina Landscape, Inc. in an amount of $946,560.50.

Construction began on October 1, 2025 and during the construction period, four change orders were issued to address unforeseen conditions and to enhance the final project. This included utility potholing, material substitutions, grounding of fencing and site furnishings, installation of jute netting, extension of temporary fencing rental, and grading adjustments. All four change orders fell within the City Engineer's authorization limit per the City's Administrative Policy and Procedure 14.1.

Substantial completion of construction was finished on April 2, 2026, after which the three-month landscape maintenance period commenced. The Project is now ready for City Council to accept the work as complete and to authorize the City Engineer to file a Notice of Completion with the Los Angeles County Registrar-Recorder's Office. Approval of staff's recommendation will conclude the administrative closeout of the construction contract and authorize the release of the retention in 35 days, assuming no claims are made against the Project.

On July 14, 2026, the City Council approved a resolution naming the improved open space area as "Bill Brand Gateway Park" and a ribbon cutting ceremony was held at the site on July 28, 2029.

COORDINATION

The Public Works Department coordinated with Southern California Edison to ensure all project activities were aligned with utility requirements and site conditions.

FISCAL IMPACT

The total cost to complete the SCE ROW West of PCH Landscape Improvements - Phase 1 Project, including construction management, inspection services, and contingency, was $1,042,917.44. Funding for the Project was included in the adopted Capital Improvement Program.

Funding:		Expenditures:	
Herondo/PCH Open Space Project #30850	$ 1,042,917.44	Construction Contract	$ 946,560.50
		Change Orders	$ 79,356.94
		CM & Inspection	$ 17,000
Total	$ 1,042,917.44	Total	$ 1,042,917.44

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Bill Brand Gateway Park - Phase 1 Acceptance



Project Location Phase 2

N

N.T.S.

Bill Brand Gateway Park
Accept as Complete - Phase 1

REDONDO BEACH

Coordinate System: NAD 1983 StatePlane California V FIPS 0405 Feet

7/15/202

Administrative Report

H.10., **File #** 26-0842 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHEN SPRENGEL, POLICE DEPARTMENT

TITLE

ADOPT BY 4/5THS VOTE AND TITLE ONLY RESOLUTION NO. CC-2608-060 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2026-2027 BUDGET MODIFICATION TO APPROPRIATE $7,929.13 IN GRANT FUNDS AWARDED BY THE BUREAU OF JUSTICE ASSISTANCE UNDER THE 2025 PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP PROGRAM TO THE INTERGOVERNMENTAL GRANTS FUND

EXECUTIVE SUMMARY

The Patrick Leahy Bulletproof Vest Partnership (BVP) Program, administered by the U.S. Department of Justice Office of Justice Programs and Bureau of Justice Assistance (BJA), provides reimbursement to local jurisdictions for up to 50 percent of the cost of bulletproof vests purchased for sworn law enforcement officers.

The Police Department has been awarded $7,929.13 in BVP grant funds, which will offset half of the cost for up to 18 bulletproof vests for City police officers. Grant funds are disbursed on a reimbursement basis, after providing documentation of vest purchase to BJA.

BACKGROUND

Bulletproof vests have been proven to save the lives of sworn law enforcement personnel. Per Redondo Beach Police Department policy, officers are required to wear a bulletproof vest that meets or exceeds National Institute of Justice (NIJ) standards as part of their standard issue uniform. Since each vest has a finite service life, they must be replaced upon expiration to ensure continued protection.

The Patrick Leahy BVP Program started in 2015 to help law enforcement agencies purchase this critical safety device for police officers. Awards are distributed to agencies nation-wide based on agency size and available federal funding for that particular year. The Police Department has been awarded $7,929.13 for the current term, and will offset the cost of bulletproof vests purchased through August 31, 2027.

COORDINATION

The resolution has been reviewed by the Financial Services Department, and approved as to form by the City Attorney’s Office.

FISCAL IMPACT

The BVP award requires a 50 percent match from the City. The cost of purchasing bulletproof vests for police officers is included in the Police Department's annual operating budget, and no additional appropriation is needed to meet the matching requirement.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2608-060 Approving a FY 2026-27 Budget Modification to Appropriate BVP Grant Award Funds
- FY 2025 BVP Program Award List

RESOLUTION NO. CC-2608-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2026-2027 BUDGET MODIFICATION TO APPROPRIATE $7,929.13 IN GRANT FUNDS AWARDED BY THE BUREAU OF JUSTICE ASSISTANCE UNDER THE 2025 PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP PROGRAM TO THE INTERGOVERNMENTAL GRANTS FUND

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

WHEREAS, on May 22, 2026, the City of Redondo Beach ("City") was notified that it was awarded funds from the Patrick Leahy Bulletproof Vest Partnership Program ("BVP Program"), administered by the Bureau of Justice Assistance ("BJA"), which is part of the Office of Justice Programs ("OJP") within the U.S. Department of Justice ("DOJ"), in the amount of $7,929.13 for federal Fiscal Year 2025; and

WHEREAS, the BVP Program provides federal funds to reimburse up to 50% of the cost of bulletproof vests purchased for sworn law enforcement officers including vests for local and tribal law enforcement agencies that enhance officer safety; and

WHEREAS, the BVP Program funds will be made available to the City for the period commencing April 1, 2025 through August 31, 2027; and

WHEREAS, the Redondo Beach Police Department will benefit from the use the awarded funds to offset the cost of bulletproof vests purchased for sworn law enforcement personnel as approved by the BJA; and

WHEREAS, the City Council has approved the receipt and appropriation of past funding for similar police programs; and

WHEREAS, the City's adopted budget for Fiscal Year 2026-2027 will need to be modified to accept and appropriate the awarded funds from the BVP Program for this specific purpose.

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 2026-2027 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 2026-2027 is modified as follows:

$7,929.13 in funds awarded by the Bureau of Justice Assistance under the Patrick Leahy Bulletproof Vest Partnership Program shall be appropriated to the Intergovernmental Grants Fund.

SECTION 2. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2026-2027 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 4th day of August, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
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-2608-060 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 4th day of August, 2026, 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:

_____
Eleanor Manzano, CMC
City Clerk

FY 2025 BVP Awards		
State	**Jurisdiction Name**	**Award Amount**
AK	HOMER CITY	$3,872.71
AK	JUNEAU CITY AND BOROUGH	$21,714.93
AK	KENAI CITY	$5,215.91
AK	NORTH SLOPE BOROUGH	$7,008.99
AK	PALMER CITY	$2,713.16
AK	SEWARD CITY	$3,848.25
AK	SITKA CITY AND BOROUGH	$3,172.27
AK	SOLDOTNA CITY	$1,295.23
AK	WASILLA CITY	$11,923.12
	Totals for AK(9 Jurisdictions):	**$60,764.57**
AL	ALABASTER CITY	$4,405.65
AL	ALBERTVILLE CITY	$7,847.79
AL	ALEXANDER CITY	$4,932.59
AL	ANNISTON CITY	$5,390.32
AL	ARAB CITY	$5,537.05
AL	ATHENS CITY	$11,760.33
AL	BAY MINETTE CITY	$3,045.38
AL	CALERA CITY	$3,922.31
AL	CHICKASAW CITY	$9,215.73
AL	COTTONWOOD TOWN	$438.35
AL	CULLMAN CITY	$10,797.25
AL	CULLMAN COUNTY	$5,121.50
AL	DALEVILLE CITY	$4,794.17
AL	DAPHNE CITY	$9,565.26
AL	DAUPHIN ISLAND TOWN	$1,586.88
AL	DE KALB COUNTY	$5,803.02
AL	DECATUR CITY	$9,957.47
AL	DOTHAN CITY	$31,007.48
AL	ENTERPRISE CITY	$4,202.63
AL	FAIRHOPE CITY	$4,614.21
AL	FLORENCE CITY	$9,874.34
AL	FOLEY CITY	$8,295.20
AL	FORT PAYNE CITY	$5,787.98
AL	GADSDEN CITY	$10,538.39
AL	GARDENDALE CITY	$8,305.58
AL	GILBER TOWN TOWN	$2,768.53
AL	GORDO TOWN	$457.60
AL	GUNTERSVILLE CITY	$3,774.89
AL	HARTSELLE CITY	$2,857.71
AL	HELENA CITY	$2,399.39
AL	HOOVER CITY	$24,879.81
AL	HUEYTOWN CITY	$4,677.52
AL	JACKSONVILLE CITY	$4,102.04
AL	JEMISON TOWN	$5,707.04
AL	MADISON CITY	$9,136.14
AL	MONTEVALLO CITY	$3,691.37

State	Jurisdiction Name	Award Amount
AL	MOUNTAIN BROOK CITY	$3,691.37
AL	NORTHPORT CITY	$5,945.41
AL	ONEONTA CITY	$2,237.90
AL	OPELIKA CITY	$21,829.82
AL	PELHAM CITY	$8,691.79
AL	PHENIX CITY	$5,355.25
AL	PRATTVILLE CITY	$2,451.53
AL	RAINBOW CITY	$4,999.50
AL	SARALAND CITY	$2,691.01
AL	SPANISH FORT CITY	$3,225.34
AL	TALLAPOOSA COUNTY	$1,681.88
AL	THOMASVILLE CITY	$3,857.94
AL	TRUSSVILLE CITY	$3,589.86
AL	VESTAVIA HILLS CITY	$15,734.45
AL	WETUMPKA CITY	$5,398.49
	Totals for AL(51 Jurisdictions):	**$342,580.44**
AR	ALMA CITY	$3,342.31
AR	BENTON CITY	$15,011.70
AR	BENTONVILLE CITY	$39,499.93
AR	BERRYVILLE CITY	$993.93
AR	BRYANT CITY	$11,560.41
AR	CASH TOWN	$1,245.84
AR	CONWAY CITY	$19,272.47
AR	CRITTENDEN COUNTY	$8,437.00
AR	DARDANELLE SCH DIST	$1,796.47
AR	EL DORADO CITY	$7,621.48
AR	ENGLAND CITY	$3,354.01
AR	ETOWAH TOWN	$962.53
AR	FORREST CITY	$3,900.51
AR	FORT SMITH CITY	$36,852.56
AR	GASSVILLE CITY	$1,085.11
AR	GENTRY CITY	$2,526.15
AR	GRAVETTE CITY	$2,206.72
AR	GREENWOOD CITY	$2,137.12
AR	HARRISON CITY	$20,545.50
AR	HEBER SPRINGS CITY	$3,185.05
AR	HOPE CITY	$5,205.25
AR	HOT SPRINGS CITY	$19,354.07
AR	INDEPENDENCE COUNTY	$7,076.46
AR	JACKSONVILLE CITY	$14,627.62
AR	JONESBORO CITY	$42,358.43
AR	LAKEVIEW CITY	$1,354.85
AR	LOGAN COUNTY	$3,449.20
AR	LONOKE COUNTY	$12,753.49
AR	MAGNOLIA CITY	$1,752.48
AR	MARKED TREE CITY	$1,487.37
AR	MONTGOMERY COUNTY	$5,551.65
AR	MOUNTAIN HOME CITY	$4,556.08

State	Jurisdiction Name	Award Amount
AR	MOUNTAIN VIEW CITY	$2,775.91
AR	NORTH LITTLE ROCK CITY	$24,916.73
AR	OZARK CITY	$910.19
AR	PINE BLUFF CITY	$12,237.36
AR	POLK COUNTY	$461.60
AR	POTTSVILLE CITY	$3,839.86
AR	ROGERS CITY	$16,031.61
AR	RUSSELVILLE CITY	$7,187.10
AR	SHANNON HILLS CITY	$4,614.21
AR	SHERIDAN CITY	$8,305.58
AR	SHERWOOD CITY	$13,904.92
AR	SPRINGDALE CITY	$38,708.48
AR	TRUMANN CITY	$830.56
AR	VAN BUREN CITY	$13,357.79
AR	WEST MEMPHIS CITY	$13,093.19
	Totals for AR(47 Jurisdictions):	**$466,238.84**
AZ	APACHE JUNCTION CITY	$11,333.62
AZ	AVONDALE CITY	$12,366.08
AZ	BUCKEYE TOWN	$16,149.73
AZ	BULLHEAD CITY	$9,256.48
AZ	CASA GRANDE CITY	$6,459.90
AZ	CHINO VALLEY TOWN	$6,959.50
AZ	CLARKDALE TOWN	$2,353.25
AZ	COOLIDGE CITY	$5,948.71
AZ	DOUGLAS CITY	$10,295.09
AZ	ELOY CITY	$6,087.82
AZ	FLAGSTAFF CITY	$17,214.36
AZ	FLORENCE TOWN	$3,529.40
AZ	GRAHAM COUNTY	$16,144.68
AZ	KINGMAN CITY	$17,995.42
AZ	LAKE HAVASU CITY	$20,424.35
AZ	MARANA TOWN	$20,825.10
AZ	MARICOPA CITY	$23,539.85
AZ	NOGALES CITY	$10,918.00
AZ	ORO VALLEY TOWN	$17,873.75
AZ	PAGE CITY	$3,974.57
AZ	PAYSON TOWN	$5,156.38
AZ	PINETOP-LAKESIDE TOWN	$805.04
AZ	PRESCOTT CITY	$13,286.74
AZ	PRESCOTT VALLEY TOWN	$27,131.55
AZ	SAHUARITA TOWN	$20,569.48
AZ	SANTA CRUZ COUNTY	$10,072.13
AZ	SIERRA VISTA CITY	$12,004.38
AZ	SPRINGERVILLE TOWN	$3,691.37
AZ	TOMBSTONE CITY	$1,713.68
AZ	TONTO APACHE TRIBE	$1,848.00
AZ	WICKENBURG TOWN	$2,799.28
AZ	WILLIAMS CITY	$5,257.46

State	Jurisdiction Name	Award Amount
	Totals for AZ(32 Jurisdictions):	**$343,985.15**
CA	ALBANY CITY	$2,016.41
CA	AMADOR COUNTY	$12,900.35
CA	ANDERSON CITY	$5,298.56
CA	ARCADIA CITY	$7,151.05
CA	BANNING CITY	$4,678.81
CA	BEAUMONT CITY	$4,227.41
CA	BELMONT CITY	$4,109.92
CA	BEVERLY HILLS CITY	$11,475.48
CA	BUENA PARK CITY	$13,333.96
CA	BURLINGAME CITY	$5,300.45
CA	CALAVERAS COUNTY	$19,680.40
CA	CALIFORNIA CITY	$2,531.54
CA	CAMPBELL CITY	$3,115.98
CA	CERES CITY	$8,713.01
CA	CHOWCHILLA CITY	$9,043.82
CA	CITRUS HEIGHTS CITY	$6,657.26
CA	CLAREMONT CITY	$4,788.40
CA	CLAYTON CITY	$1,539.79
CA	COALINGA CITY	$2,302.49
CA	COLTON CITY	$14,926.99
CA	CORCORAN CITY	$8,585.80
CA	CORONADO CITY	$5,902.54
CA	COVINA CITY	$5,246.36
CA	CULVER CITY	$12,596.45
CA	CYPRESS CITY	$3,964.90
CA	DAVIS CITY	$2,972.48
CA	DEL REY OAKS CITY	$1,947.32
CA	DELANO CITY	$2,174.24
CA	DESERT HOT SPRINGS CITY	$3,498.22
CA	DINUBA CITY	$3,630.10
CA	EL CENTRO CITY	$4,207.08
CA	EL CERRITO CITY	$3,114.60
CA	EL PASO DE ROBLES CITY	$5,663.95
CA	ESCALON CITY	$3,283.54
CA	ETNA CITY	$1,666.66
CA	EUREKA CITY	$5,537.00
CA	FOLSOM CITY	$14,677.74
CA	FORT BRAGG CITY	$1,169.71
CA	FOSTER CITY	$7,651.13
CA	GALT CITY	$2,346.76
CA	GARDENA CITY	$10,179.03
CA	GILROY CITY	$12,156.51
CA	GLENDORA CITY	$8,909.07
CA	GREENFIELD CITY	$3,719.06
CA	GRIDLEY CITY	$4,429.64
CA	GUSTINE CITY	$6,068.79
CA	HAWTHORNE CITY	$17,171.78

State	Jurisdiction Name	Award Amount
CA	HEMET CITY	$6,219.58
CA	HUNTINGTON PARK CITY	$7,956.47
CA	HURON CITY	$7,844.16
CA	INDIO CITY	$6,442.91
CA	KERMAN CITY	$3,947.35
CA	KINGSBURG CITY	$420.01
CA	LA HABRA CITY	$4,604.87
CA	LA MESA CITY	$8,997.71
CA	LAKE COUNTY	$9,176.19
CA	LAKE SHASTINA CMTY SERVICES	$438.35
CA	LAKEPORT CITY	$3,074.01
CA	LARKSPUR CITY	$5,537.05
CA	LASSEN COUNTY	$9,694.56
CA	LEMOORE CITY	$2,352.16
CA	LIVERMORE CITY	$17,653.84
CA	LIVINGSTON CITY	$8,149.16
CA	LOMPOC CITY	$5,871.01
CA	LOS ALAMITOS CITY	$6,650.62
CA	LOS GATOS TOWN	$7,061.07
CA	MANTECA CITY	$14,867.51
CA	MARIPOSA COUNTY	$22,326.92
CA	MENDOCINO COUNTY	$8,028.26
CA	MENDOTA CITY	$3,026.45
CA	MENLO PARK CITY	$6,415.19
CA	MERCED CITY	$30,915.20
CA	MILPITAS CITY	$7,040.28
CA	MONO COUNTY	$9,244.89
CA	MONROVIA CITY	$8,259.98
CA	MONTCLAIR CITY	$5,521.08
CA	MONTEBELLO CITY	$7,294.72
CA	MONTEBELLO UNI SCH DIST	$1,230.04
CA	MORGAN HILL CITY	$12,560.91
CA	MORRO BAY CITY	$2,272.25
CA	MOUNTAIN VIEW CITY	$14,500.19
CA	NAPA CITY	$5,835.86
CA	NATIONAL CITY	$9,868.57
CA	NEWARK CITY	$8,468.14
CA	NEWMAN CITY	$2,380.47
CA	NEWPORT BEACH CITY	$27,673.09
CA	OROVILLE CITY	$2,167.48
CA	PALM SPRINGS CITY	$16,279.11
CA	PECHANGA BAND OF MISSION INDIANS	$5,813.91
CA	PETALUMA CITY	$5,271.97
CA	PIEDMONT CITY	$3,795.49
CA	PITTSBURG CITY	$13,164.96
CA	PLACENTIA CITY	$3,788.75
CA	PLACERVILLE CITY	$3,530.28
CA	PLEASANT HILL CITY	$3,594.47

State	Jurisdiction Name	Award Amount
CA	PLUMAS COUNTY	$6,092.35
CA	RED BLUFF CITY	$8,272.36
CA	REDDING CITY	$15,401.21
CA	REDLANDS CITY	$1,939.75
CA	REDONDO BEACH CITY	$7,929.13
CA	RIPON CITY	$1,913.02
CA	ROCKLIN CITY	$16,590.53
CA	ROHNERT PARK CITY	$20,706.42
CA	SAN FERNANDO CITY	$16,611.15
CA	SAN LEANDRO CITY	$30,122.49
CA	SAN LUIS OBISPO CITY	$5,819.17
CA	SAN MARINO CITY	$6,477.39
CA	SAN RAFAEL CITY	$14,063.29
CA	SANGER CITY	$6,220.78
CA	SANTA BARBARA CITY	$1,220.46
CA	SANTA CRUZ CITY	$23,687.06
CA	SANTA FE SPRINGS CITY	$4,201.97
CA	SANTA MONICA CITY	$63,937.24
CA	SANTA PAULA CITY	$4,583.95
CA	SEAL BEACH CITY	$5,072.87
CA	SIGNAL HILL CITY	$5,592.42
CA	SISKIYOU COUNTY	$8,880.72
CA	SOUTH PASADENA CITY	$5,539.25
CA	SUSANVILLE CITY	$4,960.28
CA	SUTTER COUNTY	$8,844.35
CA	TAFT CITY	$4,413.31
CA	TEHAMA COUNTY	$11,226.95
CA	TRUCKEE TOWN	$7,176.95
CA	TUOLUMNE COUNTY	$20,753.06
CA	TURLOCK CITY	$17,542.65
CA	TUSTIN CITY	$8,066.90
CA	UPLAND CITY	$10,417.59
CA	WATSONVILLE CITY	$7,855.26
CA	WEST SACRAMENTO CITY	$11,629.05
CA	WHEATLAND CITY	$2,551.66
CA	WHITTIER CITY	$13,693.39
CA	WILLITS CITY	$2,766.17
CA	YUBA CITY	$7,288.60
CA	YUBA COUNTY	$19,452.97
	Totals for CA(134 Jurisdictions):	**$1,133,004.16**
CO	ALAMOSA CITY	$4,145.41
CO	ARCHULETA COUNTY	$7,152.03
CO	AVON TOWN	$5,454.00
CO	BASALT TOWN	$941.88
CO	BLACK HAWK CITY	$5,368.17
CO	BRIGHTON CITY	$11,535.52
CO	BROOMFIELD CITY	$15,688.31
CO	CANON CITY CITY	$2,180.22

State	Jurisdiction Name	Award Amount
CO	CASTLE ROCK TOWN	$22,148.20
CO	CORTEZ CITY	$4,173.09
CO	CRESTED BUTTE CITY	$1,523.20
CO	CRIPPLE CREEK CITY	$3,093.83
CO	CUSTER COUNTY	$6,675.38
CO	DILLON TOWN	$5,167.92
CO	DURANGO CITY	$7,630.06
CO	EAGLE COUNTY	$21,551.08
CO	EAGLE TOWN	$2,200.06
CO	ELBERT COUNTY	$8,351.72
CO	ELIZABETH TOWN	$6,482.04
CO	ENGLEWOOD CITY	$8,589.35
CO	ESTES PARK TOWN	$7,352.51
CO	FIRESTONE TOWN	$7,327.37
CO	FORT MORGAN CITY	$3,183.81
CO	FOUNTAIN CITY	$15,697.54
CO	FRISCO TOWN	$3,253.02
CO	GARFIELD COUNTY	$9,228.42
CO	GOLDEN CITY	$8,159.84
CO	GRANBY TOWN	$1,845.69
CO	GRAND COUNTY	$10,680.89
CO	GRAND JUNCTION CITY	$10,520.40
CO	LAFAYETTE CITY	$13,761.97
CO	LAKESIDE TOWN	$8,300.94
CO	LEADVILLE CITY	$1,089.88
CO	LITTLETON CITY	$6,344.54
CO	LOGAN COUNTY	$3,183.81
CO	LONE TREE CITY	$12,919.79
CO	LOUISVILLE CITY	$8,181.56
CO	MANITOU SPRINGS CITY	$6,009.09
CO	MILLIKEN TOWN	$3,114.60
CO	MONTEZUMA COUNTY	$4,152.79
CO	MONTROSE CITY	$8,288.97
CO	MORGAN COUNTY	$9,228.42
CO	NORTHGLENN CITY	$13,251.23
CO	RANGELY TOWN	$739.51
CO	ROCKY FORD CITY	$553.71
CO	ROUTT COUNTY	$6,119.88
CO	STEAMBOAT SPRINGS CITY	$4,979.66
CO	SUMMIT COUNTY	$16,384.13
CO	TELLER COUNTY	$22,148.20
CO	TELLURIDE TOWN	$545.06
CO	WHEAT RIDGE CITY	$6,979.59
CO	WRAY CITY	$1,042.82
CO	YUMA COUNTY	$792.19
	Totals for CO(53 Jurisdictions):	**$385,413.30**
CT	ANSONIA CITY	$10,912.61
CT	AVON TOWN	$2,563.94

State	Jurisdiction Name	Award Amount
CT	BEACON FALLS TOWN	$475.27
CT	BERLIN TOWN	$17,344.81
CT	BETHEL TOWN	$7,073.59
CT	BLOOMFIELD CITY	$5,537.05
CT	BRISTOL CITY	$5,848.51
CT	COVENTRY TOWN	$1,845.69
CT	CROMWELL TOWN	$6,782.89
CT	DARIEN TOWN	$5,878.51
CT	DERBY CITY	$3,226.72
CT	EAST HAMPTON TOWN	$3,311.44
CT	EAST HAVEN TOWN	$20,558.61
CT	EAST LYME TOWN	$4,383.50
CT	EASTON TOWN	$3,017.70
CT	FAIRFIELD TOWN	$7,128.96
CT	FARMINGTON TOWN	$7,364.74
CT	GLASTONBURY TOWN	$9,663.54
CT	GREENWICH TOWN	$19,843.41
CT	GROTON CITY	$4,485.02
CT	GROTON TOWN	$6,459.90
CT	GUILFORD TOWN	$6,014.99
CT	HAMDEN TOWN	$13,482.72
CT	MADISON TOWN	$2,376.32
CT	MANCHESTER TOWN	$13,023.95
CT	MERIDEN CITY	$20,081.04
CT	MIDDLEBURY TOWN	$2,678.55
CT	MILFORD CITY	$8,760.54
CT	MONROE TOWN	$4,925.21
CT	NAUGATUCK BOROUGH	$7,382.74
CT	NEW BRITAIN CITY	$8,767.00
CT	NEW CANAAN TOWN	$15,209.36
CT	NEW LONDON CITY	$13,842.63
CT	NEWINGTON TOWN	$14,299.37
CT	NORWALK CITY	$18,456.84
CT	NORWICH CITY	$12,721.84
CT	NEW MILFORD	$3,229.95
CT	NEWTOWN	$9,082.61
CT	PLAINFIELD TOWN	$8,312.22
CT	PLAINVILLE TOWN	$4,614.21
CT	PLYMOUTH TOWN	$2,874.43
CT	RIDGEFIELD TOWN	$6,409.83
CT	SEYMOUR TOWN	$8,167.15
CT	SIMSBURY TOWN	$14,903.90
CT	SOUTH WINDSOR TOWN	$3,988.99
CT	SOUTHBURY TOWN	$5,638.57
CT	SOUTHINGTON TOWN	$19,061.18
CT	SUFFIELD TOWN	$8,388.17
CT	TRUMBULL TOWN	$10,944.91
CT	WATERFORD TOWN	$6,427.60

State	Jurisdiction Name	Award Amount
CT	WATERTOWN TOWN	$4,812.95
CT	WEST HARTFORD TOWN	$5,444.77
CT	WEST HAVEN CITY	$14,161.01
CT	WESTPORT TOWN	$9,228.42
CT	WETHERSFIELD TOWN	$1,522.69
CT	WILTON TOWN	$7,965.97
CT	WINDHAM TOWN	$13,842.63
CT	WOODBRIDGE TOWN	$2,768.53
	Totals for CT(58 Jurisdictions):	**$487,520.20**
DE	BETHANY BEACH TOWN	$4,152.79
DE	CHESWOLD TOWN	$1,384.27
DE	CLAYTON TOWN	$3,269.17
DE	DELAWARE RIVER AND BAY AUTHORITY	$7,654.13
DE	ELSMERE TOWN	$1,854.92
DE	GREENWOOD TOWN	$432.18
DE	LAUREL TOWN	$5,125.24
DE	MIDDLETOWN TOWN	$12,383.62
DE	MILFORD CITY	$2,729.77
DE	MILLSBORO TOWN	$2,371.71
DE	NEW CASTLE CITY	$2,057.68
DE	NEWARK CITY	$11,074.10
DE	REHOBOTH BEACH CITY	$1,191.17
DE	SEAFORD CITY	$2,314.03
DE	SMYRNA TOWN	$3,391.45
DE	WILMINGTON CITY	$31,877.77
	Totals for DE(16 Jurisdictions):	**$93,264.00**
FL	ALTAMONTE SPRINGS CITY	$11,906.21
FL	APOPKA CITY	$8,121.01
FL	ATLANTIC BEACH CITY	$5,364.40
FL	ATLANTIS CITY	$1,271.68
FL	AUBURNDALE CITY	$7,613.45
FL	BAKER COUNTY	$11,422.48
FL	BELLEAIR TOWN	$3,366.53
FL	BELLEVIEW CITY	$6,914.40
FL	BLOUNTSTOWN CITY	$2,310.80
FL	BOYNTON BEACH CITY	$22,608.44
FL	BRADENTON CITY	$17,791.84
FL	BRADFORD COUNTY	$3,149.48
FL	CASSELBERRY CITY	$4,843.59
FL	CHIPLEY CITY	$1,703.31
FL	CLERMONT CITY	$13,704.20
FL	CLEWISTON CITY	$3,229.95
FL	COCOA CITY	$12,901.33
FL	COCONUT CREEK CITY	$22,794.19
FL	COLUMBIA COUNTY	$4,588.40
FL	DADE CITY	$17,874.52
FL	DAYTONA BEACH CITY	$27,059.57
FL	DAYTONA BEACH SHORES CITY	$5,464.61

State	Jurisdiction Name	Award Amount
FL	DE FUNIAK SPRINGS CITY	$4,630.23
FL	DEERFIELD BEACH CITY	$80,730.19
FL	DELAND CITY	$6,277.63
FL	DELRAY BEACH CITY	$67,374.41
FL	DESOTO COUNTY	$2,798.06
FL	EDGEWATER CITY	$2,741.62
FL	EDGEWOOD CITY	$1,335.82
FL	FLAGLER BEACH CITY	$2,204.64
FL	FLORIDA CITY	$7,255.85
FL	FORT MYERS CITY	$20,154.87
FL	FORT WALTON BEACH CITY	$4,258.27
FL	FT PIERCE CITY	$15,226.89
FL	GREEN COVE SPRINGS CITY	$4,973.24
FL	GROVELAND CITY	$4,329.53
FL	GULF STREAM TOWN	$851.05
FL	HAVANA TOWN	$5,906.19
FL	HOLMES BEACH CITY	$3,460.66
FL	INDIALANTIC CITY	$653.54
FL	INDIAN HARBOUR BEACH CITY	$2,644.13
FL	JACKSONVILLE AVIATION AUTHORITY	$16,149.73
FL	JACKSONVILLE BEACH CITY	$27,505.32
FL	JUNO BEACH TOWN	$1,986.42
FL	JUPITER TOWN	$9,216.98
FL	KEY WEST CITY	$16,593.04
FL	KISSIMMEE CITY	$24,215.37
FL	LADY LAKE TOWN	$4,360.43
FL	LAKE CITY	$2,990.93
FL	LAKE MARY CITY	$13,295.20
FL	LARGO CITY	$13,178.18
FL	LAUDERHILL CITY	$26,577.84
FL	LEESBURG CITY	$10,508.86
FL	LIGHTHOUSE POINT CITY	$2,335.83
FL	LONGWOOD CITY	$1,496.83
FL	LYNN HAVEN CITY	$5,998.48
FL	MAITLAND CITY	$10,151.26
FL	MARGATE CITY	$27,918.41
FL	MARIANNA CITY	$1,811.08
FL	MELBOURNE CITY	$21,949.80
FL	MICCOSUKEE TRIBE	$3,322.23
FL	MILTON CITY	$5,274.89
FL	MOUNT DORA CITY	$9,777.05
FL	NAPLES CITY	$6,886.71
FL	NEW SMYRNA BEACH CITY	$4,680.64
FL	NORTH PORT CITY	$20,660.12
FL	OAKLAND TOWN	$2,076.40
FL	OCALA CITY	$22,854.18
FL	OKEECHOBEE COUNTY	$24,870.59
FL	ORANGE CITY	$3,599.09

State	Jurisdiction Name	Award Amount
FL	ORANGE PARK TOWN	$405.77
FL	ORMOND BEACH CITY	$18,164.30
FL	PALATKA CITY	$4,409.27
FL	PALM BEACH GARDENS CITY	$40,605.03
FL	PALM BEACH TOWN	$7,627.18
FL	PALMETTO CITY	$3,229.95
FL	PANAMA CITY	$8,645.37
FL	PANAMA CITY AIRPORT	$8,617.02
FL	PANAMA CITY BEACH CITY	$10,465.03
FL	PINECREST VILLAGE	$6,613.90
FL	PINELLAS PARK CITY	$19,933.38
FL	PLANT CITY	$4,983.35
FL	PLANTATION CITY	$27,569.90
FL	PONCE INLET TOWN	$1,506.08
FL	PORT ORANGE CITY	$6,327.63
FL	PORT RICHEY CITY	$2,613.95
FL	PUNTA GORDA CITY	$4,614.21
FL	PEMBROKE PARK CITY	$2,712.19
FL	ROCKLEDGE CITY	$12,740.76
FL	SANFORD CITY	$17,234.53
FL	SARASOTA CITY	$10,694.82
FL	SEBASTIAN CITY	$9,987.46
FL	SOUTH DAYTONA CITY	$7,765.81
FL	ST CLOUD CITY	$26,300.99
FL	STUART CITY	$7,798.02
FL	SUNRISE CITY	$22,976.55
FL	TARPON SPRINGS CITY	$5,425.62
FL	TAVARES CITY	$4,194.32
FL	TEMPLE TERRACE CITY	$6,012.32
FL	TITUSVILLE CITY	$12,273.80
FL	TREASURE ISLAND CITY	$5,678.48
FL	UMATILLA CITY	$1,788.47
FL	VENICE CITY	$4,061.62
FL	VERO BEACH CITY	$4,710.47
FL	WAKULLA COUNTY	$19,787.17
FL	WALTON COUNTY	$53,758.33
FL	WASHINGTON COUNTY	$4,684.10
FL	WAUCHULA CITY	$2,990.59
FL	WEST MELBOURNE CITY	$6,909.87
FL	WILDWOOD CITY	$3,691.37
FL	WILTON MANORS CITY	$2,553.14
FL	WINDERMERE TOWN	$5,836.79
FL	WINTER GARDEN CITY	$14,507.07
FL	WINTER HAVEN CITY	$10,981.82
FL	WINTER PARK CITY	$16,853.86
	Totals for FL(115 Jurisdictions):	**$1,277,294.76**
GA	ACWORTH CITY	$5,767.76
GA	ADAIRSVILLE CITY	$1,527.66

State	Jurisdiction Name	Award Amount
GA	ADEL CITY	$5,910.81
GA	ALMA CITY	$1,146.64
GA	ALPHARETTA CITY	$16,993.21
GA	ALTO TOWN	$1,845.69
GA	AMERICUS CITY	$4,275.90
GA	AVONDALE ESTATES CITY	$2,564.12
GA	BAINBRIDGE CITY	$11,362.49
GA	BALDWIN CITY	$2,157.15
GA	BANKS COUNTY	$4,614.21
GA	BRANTLEY COUNTY	$10,292.00
GA	BYRON CITY	$4,452.72
GA	CAMDEN COUNTY	$14,059.50
GA	CANDLER COUNTY	$3,022.31
GA	CANTON CITY	$4,048.97
GA	CATOOSA COUNTY	$10,741.88
GA	CEDARTOWN CITY	$4,425.03
GA	CHARLTON COUNTY	$5,449.38
GA	CHATSWORTH CITY	$11,285.43
GA	CLARKSTON CITY	$1,984.11
GA	CLAXTON CITY	$1,700.34
GA	CONYERS CITY	$7,798.02
GA	CORDELE CITY	$11,044.11
GA	CORNELIA CITY	$3,179.19
GA	CRISP COUNTY	$8,340.19
GA	DADE COUNTY	$3,552.95
GA	DALLAS CITY	$8,539.98
GA	DALTON CITY	$13,782.64
GA	DECATUR CITY	$18,579.11
GA	DECATUR COUNTY	$9,020.78
GA	DORAVILLE CITY	$4,649.18
GA	DOUGHERTY COUNTY	$19,527.34
GA	DOUGLAS CITY	$5,779.30
GA	DOUGLASVILLE CITY	$23,000.35
GA	DUBLIN CITY	$3,022.31
GA	DULUTH CITY	$6,644.46
GA	EAST ELLIJAY CITY	$2,014.11
GA	EAST POINT CITY	$6,046.46
GA	ECHOLS COUNTY	$4,606.83
GA	ELLIJAY CITY	$2,482.45
GA	ETON CITY	$1,587.29
GA	FAIRBURN CITY	$5,415.24
GA	FANNIN COUNTY	$7,428.88
GA	FLOWERY BRANCH CITY	$4,956.40
GA	FOLKSTON CITY	$1,845.69
GA	FORT OGLETHORPE	$3,585.24
GA	FRANKLIN COUNTY	$6,769.05
GA	FULTON CO SCHOOL DIST	$8,801.33
GA	GILMER COUNTY	$8,554.05

State	Jurisdiction Name	Award Amount
GA	GORDON CITY	$2,305.26
GA	HABERSHAM COUNTY	$47,805.51
GA	HAMILTON CITY	$626.61
GA	HARRIS COUNTY	$19,738.51
GA	HINESVILLE CITY	$7,382.74
GA	JASPER CITY	$8,100.71
GA	JASPER COUNTY	$7,105.89
GA	JEFF DAVIS COUNTY	$7,382.74
GA	JOHNS CREEK CITY	$22,916.47
GA	KINGSLAND CITY	$5,583.20
GA	LAURENS COUNTY	$6,697.53
GA	LAVONIA CITY	$1,395.80
GA	LIBERTY COUNTY	$13,651.14
GA	LILBURN CITY	$8,970.03
GA	LOCUST GROVE CITY	$5,537.05
GA	LUMPKIN COUNTY	$8,467.08
GA	MADISON CITY	$3,061.53
GA	MARIETTA CITY	$22,095.14
GA	MILNER CITY	$1,733.56
GA	MONROE COUNTY	$14,027.20
GA	MORGAN COUNTY	$7,096.66
GA	MORROW CITY	$2,307.11
GA	MURRAY COUNTY	$6,690.61
GA	NEWNAN CITY	$12,984.39
GA	NORCROSS CITY	$4,771.10
GA	OAKWOOD CITY	$3,472.20
GA	PERRY CITY	$1,726.55
GA	POLK COUNTY	$9,703.68
GA	PORTERDALE TOWN	$1,845.69
GA	POWDER SPRINGS CITY	$5,306.34
GA	RABUN COUNTY	$6,893.63
GA	ROME CITY	$4,826.24
GA	ROSWELL CITY	$14,597.19
GA	SMYRNA CITY	$10,589.61
GA	SNELLVILLE CITY	$6,856.72
GA	SOCIAL CIRCLE CITY	$2,297.88
GA	SPALDING COUNTY	$26,993.12
GA	ST MARYS CITY	$9,263.49
GA	STATESBORO CITY	$2,814.67
GA	STEPHENS COUNTY	$922.85
GA	STOCKBRIDGE CITY	$4,844.92
GA	SUMMERVILLE CITY	$4,473.80
GA	SUMTER COUNTY	$1,926.44
GA	SUWANEE CITY	$3,340.69
GA	SYLVANIA CITY	$7,844.16
GA	THOMAS COUNTY	$1,658.35
GA	THOMASVILLE CITY	$3,114.60
GA	TIFTON CITY	$7,622.68

State	Jurisdiction Name	Award Amount
GA	TRENTON CITY	$3,657.92
GA	TYRONE TOWN	$1,695.73
GA	VALDOSTA CITY	$27,232.14
GA	VARNELL CITY	$6,921.32
GA	WALKER COUNTY	$12,550.65
GA	WARE COUNTY	$4,222.01
GA	WARNER ROBINS CITY	$13,953.60
GA	WATKINSVILLE CITY	$1,162.79
GA	WAYCROSS CITY	$3,922.08
GA	WHITE COUNTY	$6,084.24
GA	WINDER CITY	$11,863.13
	Totals for GA(109 Jurisdictions):	**$824,814.92**
IA	AMES CITY	$4,927.98
IA	ANKENY CITY	$13,704.20
IA	ATLANTIC CITY	$2,840.95
IA	BETTENDORF CITY	$2,480.57
IA	BREMER COUNTY	$5,998.48
IA	BURLINGTON CITY	$5,305.50
IA	CARROLL CITY	$3,971.40
IA	CEDAR FALLS CITY	$17,703.34
IA	CHARLES CITY	$1,591.91
IA	CHICKASAW COUNTY	$1,178.46
IA	CLARINDA CITY	$899.78
IA	CLAY COUNTY	$3,009.38
IA	CLAYTON COUNTY	$1,651.89
IA	CLEAR LAKE CITY	$1,753.40
IA	CLINTON CITY	$3,448.89
IA	CLINTON COUNTY	$4,972.16
IA	CORALVILLE CITY	$2,492.31
IA	COUNCIL BLUFFS CITY	$49,496.61
IA	CRESTON CITY	$2,648.56
IA	DAVIS COUNTY	$4,614.21
IA	DE WITT CITY	$4,631.29
IA	DUBUQUE CITY	$15,296.10
IA	DUBUQUE COUNTY	$5,002.50
IA	DYERSVILLE CITY	$3,308.39
IA	FAYETTE COUNTY	$8,074.87
IA	FORT DODGE CITY	$6,921.32
IA	FORT MADISON CITY	$2,141.00
IA	FREMONT COUNTY	$4,926.13
IA	GREENE COUNTY	$3,529.87
IA	GREENFIELD CITY	$1,568.84
IA	GRINNELL CITY	$4,072.04
IA	GRUNDY COUNTY	$4,933.01
IA	GUTHRIE COUNTY	$1,670.81
IA	HAMPTON CITY	$1,735.87
IA	HOWARD COUNTY	$1,098.19
IA	IDA COUNTY	$6,164.59

State	Jurisdiction Name	Award Amount
IA	INDEPENDENCE CITY	$4,764.17
IA	IOWA CITY CITY	$7,382.78
IA	IOWA COUNTY	$10,146.65
IA	JASPER COUNTY	$2,842.36
IA	JEFFERSON CITY	$3,529.87
IA	JOHNSTON CITY	$5,467.84
IA	KEOKUK CITY	$3,183.81
IA	KNOXVILLE CITY	$1,384.27
IA	LAKE MILLS CITY	$1,845.69
IA	LE MARS CITY	$4,152.79
IA	LOUISA COUNTY	$4,930.81
IA	LYON COUNTY	$3,170.38
IA	MAHASKA COUNTY	$1,785.96
IA	MAQUOKETA CITY	$4,867.28
IA	MARION COUNTY	$2,383.22
IA	MARSHALL COUNTY	$7,475.02
IA	MARSHALLTOWN CITY	$6,556.79
IA	MASON CITY	$10,145.17
IA	MCGREGOR CITY	$2,768.53
IA	MONONA COUNTY CONSERVATION BOARD	$650.61
IA	MONTICELLO CITY	$899.78
IA	MOUNT VERNON CITY	$1,531.46
IA	MUSCATINE CITY	$3,538.64
IA	MUSCATINE COUNTY	$14,509.84
IA	MUSCATINE COUNTY CONSERVATION BOARD	$1,209.16
IA	NEWTON CITY	$9,274.56
IA	NORWALK CITY	$8,499.38
IA	OELWEIN CITY	$872.09
IA	OSKALOOSA CITY	$4,429.64
IA	OTTUMWA CITY	$5,167.92
IA	PELLA CITY	$1,997.48
IA	PLYMOUTH COUNTY	$2,768.53
IA	POCAHONTAS CITY	$2,491.68
IA	POLK CITY	$1,202.01
IA	PRESTON CITY	$391.29
IA	SIOUX CENTER CITY	$624.77
IA	SIOUX CITY	$11,051.89
IA	STRAWBERRY POINT CITY	$1,187.70
IA	TAMA COUNTY	$1,084.32
IA	URBANDALE CITY	$10,465.03
IA	WASHINGTON CITY	$1,028.97
IA	WAUKEE CITY	$4,717.65
IA	WAUKON CITY	$1,961.50
IA	WEST DES MOINES CITY	$36,633.57
IA	WINDSOR HEIGHTS CITY	$1,497.68
IA	WINTERSET CITY	$1,661.12
	Totals for IA(82 Jurisdictions):	**$429,896.46**
ID	ADAMS COUNTY	$6,882.42

State	Jurisdiction Name	Award Amount
ID	BANNOCK COUNTY	$12,227.55
ID	BINGHAM COUNTY	$15,624.13
ID	BLACKFOOT CITY	$2,990.01
ID	BLAINE COUNTY	$6,644.46
ID	BONNER COUNTY	$5,465.49
ID	CARIBOU COUNTY	$2,356.92
ID	COEUR D ALENE CITY	$9,087.17
ID	FRANKLIN COUNTY	$5,075.63
ID	FRUITLAND CITY	$4,651.13
ID	HOMEDALE CITY	$1,845.69
ID	IDAHO COUNTY	$7,475.02
ID	IDAHO FALLS CITY	$12,865.91
ID	JEROME CITY	$5,496.45
ID	LEMHI COUNTY	$1,245.84
ID	LEWISTON CITY	$1,982.38
ID	MADISON COUNTY	$21,613.42
ID	MCCALL CITY	$2,337.10
ID	MOSCOW CITY	$4,409.91
ID	MOUNTAIN HOME CITY	$967.14
ID	NEZ PERCE COUNTY	$2,597.57
ID	OWYHEE COUNTY	$7,475.02
ID	PAYETTE CITY	$2,957.81
ID	POCATELLO CITY	$12,412.22
ID	PONDERAY CITY	$1,061.27
ID	POST FALLS CITY	$6,155.88
ID	REXBURG CITY	$3,266.86
ID	SHOSHONE COUNTY	$12,722.58
ID	TWIN FALLS CITY	$10,722.51
ID	TWIN FALLS COUNTY	$12,001.56
	Totals for ID(30 Jurisdictions):	**$202,617.05**
IL	ADDISON VILLAGE	$2,159.45
IL	ALBERS VILLAGE	$1,654.20
IL	ALSIP VILLAGE	$11,074.10
IL	ALTON CITY	$10,335.83
IL	ARLINGTON HEIGHTS VILLAGE	$11,936.96
IL	AVISTON VILLAGE	$1,384.27
IL	BANNOCKBURN VILLAGE	$1,836.46
IL	BARRINGTON HILLS VILLAGE	$2,754.69
IL	BARRINGTON VILLAGE	$4,540.39
IL	BARTLETT VILLAGE	$5,038.72
IL	BEECHER VILLAGE	$2,041.79
IL	BELVIDERE CITY	$5,813.91
IL	BERKELEY VILLAGE	$2,768.53
IL	BLOOMINGDALE VILLAGE	$3,105.33
IL	BLOOMINGTON CITY	$27,712.68
IL	BLUE ISLAND CITY	$10,889.54
IL	BOURBONNAIS VILLAGE	$2,676.25
IL	BRADLEY VILLAGE	$2,076.40

State	Jurisdiction Name	Award Amount
IL	BREESE CITY	$1,363.94
IL	BROOKFIELD VILLAGE	$1,568.84
IL	BUFFALO GROVE VILLAGE	$3,968.22
IL	CAMPTON HILLS VILLAGE	$3,061.02
IL	CARBONDALE CITY	$2,246.85
IL	CAROL STREAM VILLAGE	$12,949.32
IL	CARPENTERSVILLE VILLAGE	$7,751.69
IL	CASEY CITY	$1,990.85
IL	CHAMPAIGN CITY	$34,711.77
IL	CHARLESTON CITY	$3,455.53
IL	CHATHAM VILLAGE	$4,334.25
IL	CHENOA CITY	$1,355.20
IL	CICERO TOWN	$9,228.42
IL	CLINTON CITY	$2,768.53
IL	COAL VALLEY VILLAGE	$1,180.35
IL	COLES COUNTY	$424.10
IL	COLLINSVILLE CITY	$4,129.72
IL	COUNTRY CLUB HILLS	$3,451.43
IL	CRAWFORD COUNTY	$1,464.09
IL	CRESTWOOD VILLAGE	$6,445.13
IL	CRYSTAL LAKE CITY	$3,820.57
IL	DANVILLE CITY	$5,537.05
IL	DARIEN CITY	$2,488.91
IL	DE KALB CITY	$7,382.74
IL	DECATUR CITY	$9,191.51
IL	DOUGLAS COUNTY	$5,537.05
IL	DOWNERS GROVE VILLAGE	$13,459.44
IL	DURAND VILLAGE	$426.44
IL	EAST DUNDEE VILLAGE	$3,751.33
IL	EAST HAZEL CREST VILLAGE	$1,873.37
IL	EAST MOLINE CITY	$2,588.11
IL	EAST PEORIA CITY	$4,555.57
IL	EFFINGHAM CITY	$5,292.50
IL	ELBURN VILLAGE	$2,126.67
IL	ELK GROVE VILLAGE	$9,182.28
IL	ELMHURST CITY	$12,504.51
IL	ELMWOOD PARK VILLAGE	$4,983.35
IL	FAIRVIEW HEIGHTS CITY	$4,648.82
IL	FISHER VILLAGE	$549.69
IL	FLORA CITY	$1,310.44
IL	FLOSSMOOR VILLAGE	$4,258.00
IL	FOREST PARK VILLAGE	$6,459.90
IL	FOREST VIEW VILLAGE	$4,614.21
IL	FOX LAKE VILLAGE	$5,998.48
IL	FRANKLIN PARK VILLAGE	$8,305.58
IL	FREEPORT CITY	$2,994.21
IL	FULTON CITY	$4,769.25
IL	GALESBURG CITY	$2,953.05

State	Jurisdiction Name	Award Amount
IL	GENEVA CITY	$4,383.50
IL	GLEN CARBON VILLAGE	$4,140.33
IL	GLEN ELLYN VILLAGE	$13,164.34
IL	GLENCOE VILLAGE	$2,356.99
IL	GLENDALE HEIGHTS VILLAGE	$6,233.80
IL	GRANITE CITY	$3,467.84
IL	GRANTFORK VILLAGE	$1,661.12
IL	GRAYSLAKE VILLAGE	$16,611.15
IL	GREENVILLE CITY	$2,237.90
IL	GRUNDY COUNTY	$10,298.92
IL	GURNEE VILLAGE	$15,641.71
IL	HANOVER PARK VILLAGE	$6,089.38
IL	HARWOOD HEIGHTS VILLAGE	$2,284.04
IL	HENRY COUNTY	$958.61
IL	HEYWORTH VILLAGE	$1,401.80
IL	HIGHLAND PARK CITY	$9,400.42
IL	HINSDALE VILLAGE	$3,520.65
IL	HOFFMAN ESTATES VILLAGE	$10,202.02
IL	HOMEWOOD VILLAGE	$4,933.47
IL	HUNTLEY VILLAGE	$7,261.85
IL	ISLAND LAKE VILLAGE	$858.25
IL	ITASCA VILLAGE	$1,578.06
IL	JACKSON COUNTY	$5,444.77
IL	JUSTICE VILLAGE	$9,228.42
IL	KANKAKEE CITY	$4,067.63
IL	KEWANEE CITY	$3,691.37
IL	KILDEER VILLAGE	$1,836.46
IL	KNOX COUNTY	$7,939.18
IL	LA GRANGE VILLAGE	$5,998.48
IL	LA SALLE CITY	$3,158.86
IL	LADD VILLAGE	$3,229.95
IL	LAKE BLUFF VILLAGE	$2,122.54
IL	LAKE IN THE HILLS VILLAGE	$1,614.98
IL	LAKE VILLA VILLAGE	$3,428.36
IL	LAKE ZURICH VILLAGE	$8,636.49
IL	LAKEMOOR VILLAGE	$1,550.38
IL	LANSING VILLAGE	$5,333.57
IL	LE ROY CITY	$3,096.78
IL	LEE COUNTY	$7,008.99
IL	LENA VILLAGE	$3,229.95
IL	LIBERTYVILLE VILLAGE	$10,811.09
IL	LINCOLNWOOD VILLAGE	$6,146.13
IL	LINDENHURST VILLAGE	$4,614.21
IL	LISLE VILLAGE	$3,552.95
IL	LOCKPORT CITY	$6,229.19
IL	LOVES PARK CITY	$2,456.61
IL	LYNWOOD VILLAGE	$1,600.21
IL	MANTENO VILLAGE	$4,055.85

State	Jurisdiction Name	Award Amount
IL	MARENGO CITY	$1,476.55
IL	MARSHALL CITY	$1,135.09
IL	MARSHALL COUNTY	$1,522.69
IL	MARYVILLE VILLAGE	$1,961.04
IL	MASON COUNTY	$2,745.46
IL	MAYWOOD VILLAGE	$15,672.62
IL	MCHENRY CITY	$5,509.37
IL	MCLEANSBORO CITY	$2,214.82
IL	MELROSE PARK VILLAGE	$5,537.05
IL	MIDLOTHIAN VILLAGE	$6,091.68
IL	MILLSTADT VILLAGE	$1,384.27
IL	MINOOKA VILLAGE	$4,614.21
IL	MOKENA VILLAGE	$4,521.93
IL	MOLINE CITY	$4,318.90
IL	MONTGOMERY VILLAGE	$2,431.69
IL	MORGAN COUNTY	$1,184.93
IL	MORRIS CITY	$2,194.06
IL	MORRISON CITY	$1,765.87
IL	MORTON GROVE VILLAGE	$4,286.54
IL	MORTON VILLAGE	$2,632.39
IL	MOUNT PROSPECT VILLAGE	$17,908.21
IL	MOUNT VERNON CITY	$7,290.45
IL	MUNDELEIN VILLAGE	$5,075.63
IL	NEW ATHENS VILLAGE	$412.98
IL	NEW LENOX VILLAGE	$3,079.99
IL	NEWTON CITY	$926.06
IL	NILES VILLAGE	$13,842.63
IL	NORTH AURORA VILLAGE	$7,936.44
IL	NORTH RIVERSIDE VILLAGE	$2,307.11
IL	O FALLON CITY	$5,368.64
IL	OAK BROOK VILLAGE	$4,512.70
IL	OAK PARK VILLAGE	$11,464.00
IL	OAKBROOK TERRACE CITY	$5,075.63
IL	OGLE COUNTY	$6,367.61
IL	OGLESBY CITY	$4,927.98
IL	ORLAND PARK VILLAGE	$23,417.11
IL	OSWEGO VILLAGE	$3,159.81
IL	OTTAWA CITY	$2,854.65
IL	PALATINE VILLAGE	$4,734.18
IL	PALOS HEIGHTS CITY	$2,774.99
IL	PALOS HILL CITY	$6,921.32
IL	PALOS PARK VILLAGE	$2,768.53
IL	PARK FOREST VILLAGE	$4,798.78
IL	PARK RIDGE CITY	$8,065.64
IL	PEKIN CITY	$7,451.95
IL	PEOTONE VILLAGE	$3,166.74
IL	PERU CITY	$4,844.92
IL	PIATT COUNTY	$1,453.46

State	Jurisdiction Name	Award Amount
IL	PINGREE GROVE VILLAGE	$456.81
IL	PLAINFIELD VILLAGE	$6,482.97
IL	PLANO CITY	$2,463.99
IL	PRAIRIE GROVE VILLAGE	$119.67
IL	PROSPECT HEIGHTS CITY	$3,691.37
IL	RICHLAND COUNTY	$2,523.98
IL	RICHMOND VILLAGE	$2,307.11
IL	RIDGE FARM VILLAGE	$978.21
IL	RIVER FOREST VILLAGE	$5,998.48
IL	RIVER GROVE VILLAGE	$5,537.05
IL	RIVERSIDE VILLAGE	$2,547.05
IL	RIVERWOODS VILLAGE	$2,537.82
IL	ROCHELLE CITY	$3,303.78
IL	ROCHESTER VILLAGE	$1,364.87
IL	ROCK ISLAND CITY	$8,462.37
IL	ROLLING MEADOWS CITY	$9,228.42
IL	ROMEOVILLE VILLAGE	$3,922.08
IL	ROSCOE VILLAGE	$2,785.14
IL	ROSELLE VILLAGE	$3,875.94
IL	ROSEMONT VILLAGE	$13,842.63
IL	ROUND LAKE BEACH VILLAGE	$719.41
IL	SALEM CITY	$3,400.61
IL	SAUGET VILLAGE	$5,075.63
IL	SAVANNA CITY	$966.91
IL	SCHAUMBURG VILLAGE	$22,535.80
IL	SCHILLER PARK VILLAGE	$8,402.69
IL	SESSER CITY	$1,161.12
IL	SHILOH VILLAGE	$1,568.84
IL	SHOREWOOD VILLAGE	$2,583.96
IL	SKOKIE VILLAGE	$15,704.00
IL	SLEEPY HOLLOW VILLAGE	$2,197.40
IL	SOUTH HOLLAND VILLAGE	$4,524.24
IL	SPRING GROVE VILLAGE	$1,709.80
IL	SPRING VALLEY CITY	$3,737.51
IL	STERLING CITY	$4,360.43
IL	STICKNEY VILLAGE	$13,842.63
IL	STONE PARK VILLAGE	$9,228.42
IL	SUMMIT VILLAGE	$7,175.10
IL	SYCAMORE CITY	$4,452.72
IL	TRENTON CITY	$2,768.53
IL	TUSCOLA CITY	$650.13
IL	UNION VILLAGE	$461.43
IL	URBANA CITY	$3,405.26
IL	VERNON HILLS VILLAGE	$6,919.93
IL	VIENNA CITY	$772.42
IL	VILLA PARK VILLAGE	$10,589.61
IL	VILLAGE OF LAGRANGE PARK	$3,730.59
IL	VILLAGE OF ATWOOD	$580.56

State	Jurisdiction Name	Award Amount
IL	WASHINGTON CITY	$9,016.57
IL	WASHINGTON COUNTY	$2,687.78
IL	WAUKEGAN CITY	$21,156.15
IL	WAYNE VILLAGE	$3,362.84
IL	WEST CHICAGO CITY	$5,901.12
IL	WEST DUNDEE VILLAGE	$3,519.23
IL	WESTCHESTER VILLAGE	$8,767.00
IL	WESTERN SPRINGS VILLAGE	$1,993.34
IL	WHEATON CITY	$7,895.84
IL	WHEELING VILLAGE	$3,213.80
IL	WILLOW SPRINGS VILLAGE	$10,483.55
IL	WILLOWBROOK VILLAGE	$2,778.68
IL	WILMETTE VILLAGE	$6,323.78
IL	WINNEBAGO VILLAGE	$1,384.27
IL	WOOD DALE CITY	$10,445.19
IL	WOODRIDGE VILLAGE	$5,329.42
IL	YORKVILLE CITY	$3,848.25
	Totals for IL(227 Jurisdictions):	**$1,187,852.86**
IN	ADAMS COUNTY	$9,680.61
IN	ANDERSON CITY	$9,574.49
IN	ANGOLA CITY	$3,253.02
IN	ARCADIA TOWN	$3,091.06
IN	AUBURN CITY	$12,807.20
IN	AVON TOWN	$7,218.61
IN	BARTHOLOMEW COUNTY	$2,076.40
IN	BATESVILLE CITY	$3,056.92
IN	BOURBON TOWN	$1,240.30
IN	BRISTOL TOWN	$2,048.71
IN	BROWNSBURG TOWN	$4,203.09
IN	CEDAR LAKE TOWN	$3,629.08
IN	CHARLESTOWN CITY	$2,925.41
IN	CICERO TOWN	$1,562.62
IN	CLINTON CITY	$5,841.59
IN	COLUMBUS CITY	$12,921.17
IN	CONNERSVILLE CITY	$3,229.95
IN	CROWN POINT CITY	$1,020.14
IN	DE KALB COUNTY	$8,490.15
IN	DYER TOWN	$2,835.87
IN	ELBERFELD TOWN	$1,384.25
IN	ELKHART CITY	$15,051.55
IN	FERDINAND TOWN	$1,659.74
IN	FRANKFORT CITY	$7,848.77
IN	FRANKLIN CITY	$2,953.10
IN	FRANKLIN COUNTY	$2,722.39
IN	GOSHEN CITY	$11,317.73
IN	GREENSBORO TOWNSHIP	$13,832.48
IN	GREENSBURG CITY	$6,229.19
IN	GREENTOWN TOWN	$922.85

State	Jurisdiction Name	Award Amount
IN	GREENWOOD CITY	$9,412.99
IN	GRIFFITH TOWN	$2,724.97
IN	HANCOCK COUNTY	$455.66
IN	HIGHLAND TOWN	$408.36
IN	HOBART CITY	$2,048.71
IN	HOMECROFT TOWN	$3,872.25
IN	JACKSON COUNTY	$4,148.18
IN	JASPER CITY	$7,198.17
IN	JEFFERSON COUNTY	$10,123.58
IN	JEFFERSONVILLE CITY	$13,496.56
IN	KNOX COUNTY	$4,701.88
IN	KOKOMO CITY	$11,535.52
IN	LAPEL TOWN	$3,236.87
IN	LAPORTE CITY	$5,444.77
IN	LAWRENCE CITY	$6,817.50
IN	LIGONIER CITY	$4,521.93
IN	LOWELL TOWN	$3,924.39
IN	MISHAWAKA CITY	$25,608.86
IN	MONTGOMERY COUNTY	$5,189.15
IN	MOORESVILLE TOWN	$7,682.66
IN	MUNCIE CITY	$13,927.53
IN	MUNSTER TOWN	$1,038.20
IN	MOUNT VERNON CITY	$1,543.46
IN	NASHVILLE TOWN	$484.50
IN	NEW HAVEN CITY	$7,861.69
IN	NEW PROVIDENCE TOWN	$1,885.37
IN	NEWBURGH TOWN	$3,114.60
IN	NEWTON COUNTY	$2,214.82
IN	NOBLESVILLE CITY	$12,435.30
IN	NORTH VERNON CITY	$1,764.94
IN	PAOLI TOWN	$2,560.89
IN	PENDLETON TOWN	$6,836.42
IN	PERU CITY	$5,410.16
IN	PLYMOUTH CITY	$1,274.45
IN	POSEY COUNTY	$4,485.02
IN	RICHMOND CITY	$6,575.25
IN	ROME CITY TOWN	$299.01
IN	SCHERERVILLE TOWN	$13,984.28
IN	SCOTTSBURG CITY	$2,417.85
IN	SEYMOUR CITY	$2,762.97
IN	SHELBY COUNTY	$4,677.88
IN	SPENCER COUNTY	$853.63
IN	TOWN OF NEW PALESTINE	$3,506.80
IN	TOWN OF UTICA	$3,229.95
IN	TOWN OF INGALLS	$2,720.36
IN	VALPARAISO CITY	$5,272.20
IN	WAYNE COUNTY	$10,105.12
IN	WEST LAFAYETTE CITY	$5,027.65

State	Jurisdiction Name	Award Amount
IN	WEST TERRE HAUTE TOWN	$5,537.05
IN	YORKTOWN TOWN	$2,587.65
IN	ZIONSVILLE TOWN	$3,414.52
	Totals for IN(81 Jurisdictions):	**$436,990.92**
KS	ABILENE CITY	$1,170.35
KS	ANDOVER CITY	$3,933.62
KS	ARKANSAS CITY	$3,114.60
KS	ATCHISON CITY	$11,535.52
KS	BONNER SPRINGS CITY	$1,414.26
KS	BURDEN CITY	$1,936.74
KS	BUTLER COUNTY	$23,047.97
KS	CHEROKEE COUNTY	$4,452.72
KS	CLARK COUNTY	$2,554.43
KS	COFFEY COUNTY	$8,121.01
KS	COLBY CITY	$2,205.47
KS	COMANCHE COUNTY	$2,128.31
KS	CRAWFORD COUNTY	$4,115.88
KS	DERBY CITY	$5,325.82
KS	DICKINSON COUNTY	$4,005.32
KS	ELLIS COUNTY	$6,600.17
KS	ELLSWORTH CITY	$1,522.69
KS	EMPORIA CITY	$5,920.32
KS	FINNEY COUNTY	$5,640.87
KS	FORD COUNTY	$4,128.80
KS	FRANKLIN COUNTY	$5,877.12
KS	FRONTENAC CITY	$4,614.21
KS	GARDNER CITY	$9,182.28
KS	GARNETT CITY	$2,233.15
KS	GEARY COUNTY	$6,930.55
KS	GIRARD CITY	$2,237.42
KS	GOODLAND CITY	$1,607.75
KS	GRANT COUNTY	$2,345.54
KS	HAMILTON COUNTY	$2,110.08
KS	HAYS CITY	$2,933.83
KS	HAYSVILLE CITY	$6,358.38
KS	HIAWATHA CITY	$1,407.34
KS	HUTCHINSON CITY	$13,374.29
KS	IOLA CITY	$644.21
KS	JACKSON COUNTY	$10,426.92
KS	JUNCTION CITY	$10,307.26
KS	LANSING CITY	$1,700.45
KS	LAWRENCE CITY	$14,132.40
KS	LEAVENWORTH CITY	$2,342.64
KS	LEAWOOD CITY	$4,453.64
KS	LENEXA CITY	$14,304.05
KS	LIBERAL CITY	$7,475.02
KS	LINDSBORG CITY	$3,633.69
KS	LOGAN COUNTY	$1,774.63

State	Jurisdiction Name	Award Amount
KS	LOUISBURG CITY	$4,130.18
KS	LYNDON CITY	$532.95
KS	LYON COUNTY	$6,630.61
KS	LYONS CITY	$3,691.37
KS	MAIZE CITY	$2,834.29
KS	MARSHALL COUNTY	$3,448.42
KS	MCPHERSON CITY	$2,030.26
KS	MCPHERSON COUNTY	$2,307.11
KS	MEDICINE LODGE CITY	$2,353.25
KS	MERRIAM CITY	$3,131.67
KS	MISSION CITY	$3,247.48
KS	MITCHELL COUNTY	$4,614.21
KS	MONTGOMERY COUNTY	$14,779.31
KS	NEMAHA COUNTY	$3,639.51
KS	NEWTON CITY	$8,828.28
KS	OSAGE CITY	$2,757.46
KS	OTTAWA CITY	$1,943.05
KS	OTTAWA COUNTY	$3,654.92
KS	PAWNEE COUNTY	$8,582.43
KS	POTTAWATOMIE COUNTY	$8,582.43
KS	PRATT CITY	$3,606.49
KS	RAWLINS COUNTY	$2,307.11
KS	RENO COUNTY	$6,511.58
KS	RICE COUNTY	$6,404.60
KS	RILEY COUNTY	$7,437.28
KS	ROELAND PARK CITY	$1,729.87
KS	ROOKS COUNTY	$876.70
KS	ROSE HILL CITY	$2,708.94
KS	ROSSVILLE CITY	$2,307.11
KS	SALINA CITY	$10,017.45
KS	SALINE COUNTY	$14,764.55
KS	SHAWNEE CITY	$16,475.50
KS	SHERMAN COUNTY	$3,964.99
KS	STANTON COUNTY	$1,790.78
KS	TONGANOXIE CITY	$6,459.90
KS	VALLEY CENTER CITY	$1,753.40
KS	WINFIELD CITY	$7,312.60
	Totals for KS(81 Jurisdictions):	**$423,429.76**
KY	BEREA CITY	$4,604.98
KY	CAMPBELL COUNTY	$3,259.94
KY	CHRISTIAN COUNTY	$8,296.35
KY	COVINGTON CITY	$19,702.67
KY	DAYTON CITY	$1,218.75
KY	ERLANGER CITY	$5,188.68
KY	GEORGETOWN CITY	$16,978.05
KY	HENDERSON CITY	$3,529.87
KY	MAYSVILLE CITY	$3,097.86
KY	MURRAY CITY	$5,287.89

State	Jurisdiction Name	Award Amount
KY	OWENSBORO CITY	$13,394.18
KY	PADUCAH CITY	$7,923.09
KY	RADCLIFF CITY	$6,136.90
KY	RICHMOND CITY	$3,772.90
KY	SCOTT COUNTY	$5,922.34
	Totals for KY(15 Jurisdictions):	**$108,314.45**
LA	ACADIA PARISH	$17,616.13
LA	ALLEN PARISH	$6,746.84
LA	ASSUMPTION PARISH	$2,998.98
LA	BEAUREGARD PARISH	$8,963.10
LA	BERWICK TOWN	$4,491.00
LA	BOGALUSA CITY	$3,080.45
LA	BROUSSARD TOWN	$3,843.66
LA	CAMERON PARISH	$10,903.06
LA	CARENCRO CITY	$2,129.14
LA	CONCORDIA PARISH	$18,436.07
LA	EUNICE CITY	$6,538.52
LA	EVANGELINE PARISH	$15,030.79
LA	GREENWOOD TOWN	$2,786.80
LA	GRETNA CITY	$12,486.05
LA	GROSSE TETE VILLAGE	$781.42
LA	HAMMOND CITY	$11,074.10
LA	HARAHAN CITY	$14,534.76
LA	HOUMA CITY	$16,802.92
LA	JEANERETTE CITY	$3,779.37
LA	KENNER CITY	$14,866.98
LA	LAKE CHARLES CITY	$25,117.45
LA	MANY TOWN	$1,845.69
LA	MONROE CITY	$17,770.61
LA	MOREHOUSE PARISH	$5,357.10
LA	MORGAN CITY	$5,223.73
LA	NATCHITOCHES CITY	$9,228.42
LA	NATCHITOCHES PARISH	$10,602.07
LA	PEARL RIVER TOWN	$5,077.13
LA	PINEVILLE CITY	$6,210.73
LA	POINTE COUPEE PARISH	$8,255.27
LA	PONCHATOULA CITY	$4,208.62
LA	SLIDELL CITY	$40,796.99
LA	ST JOHN THE BAPTIST PARISH SHERIFF'S OFFICE	$13,399.66
LA	ST LANDRY PARISH SHERIFF DEPARTMENT	$14,896.05
LA	ST MARTIN PARISH	$10,845.01
LA	ST MARY PARISH	$13,373.32
LA	SULPHUR CITY	$13,473.49
LA	THIBODAUX CITY	$5,703.17
LA	UNION PARISH	$2,387.86
LA	VERMILION PARISH	$33,353.03
LA	WALKER TOWN	$1,803.70
LA	ZACHARY CITY	$20,763.94

State	Jurisdiction Name	Award Amount
	Totals for LA(42 Jurisdictions):	**$447,583.18**
MA	ABINGTON TOWN	$16,149.73
MA	ACTON TOWN	$10,324.30
MA	ACUSHNET TOWN	$4,955.66
MA	ADAMS TOWN	$4,879.53
MA	AGAWAM CITY	$4,671.89
MA	AMESBURY TOWN	$2,768.53
MA	ASHBY TOWN	$3,217.03
MA	ATTLEBORO CITY	$13,628.07
MA	AYER TOWN	$1,782.93
MA	BARRE TOWN	$1,311.90
MA	BEDFORD TOWN	$1,891.83
MA	BELLINGHAM TOWN	$5,050.26
MA	BELMONT TOWN	$10,612.68
MA	BLACKSTONE TOWN	$7,176.02
MA	BOXFORD TOWN	$2,064.86
MA	BRAINTREE TOWN	$22,946.46
MA	BRIDGEWATER TOWN	$6,054.35
MA	BROOKLINE TOWN	$5,708.70
MA	BURLINGTON TOWN	$28,562.87
MA	CANTON TOWN	$5,458.61
MA	CARVER TOWN	$2,307.11
MA	CHELMSFORD TOWN	$11,379.46
MA	CHELSEA CITY	$23,996.05
MA	CHESTERFIELD TOWN	$461.43
MA	CHICOPEE CITY	$28,192.82
MA	CONCORD TOWN	$10,371.36
MA	DARTMOUTH TOWN	$8,368.35
MA	DEDHAM TOWN	$3,783.66
MA	DEERFIELD TOWN	$3,033.85
MA	DOVER TOWN	$4,505.78
MA	DRACUT TOWN	$9,498.35
MA	DUDLEY TOWN	$2,548.89
MA	DUXBURY TOWN	$4,310.04
MA	EASTON TOWN	$1,651.89
MA	EGREMONT TOWN	$1,384.27
MA	EVERETT CITY	$11,936.89
MA	FAIRHAVEN TOWN	$5,368.64
MA	FALL RIVER CITY	$33,974.42
MA	FITCHBURG CITY	$14,457.24
MA	FOXBOROUGH TOWN	$12,039.40
MA	FRAMINGHAM TOWN	$29,134.11
MA	GARDNER CITY	$11,452.47
MA	GEORGETOWN TOWN	$3,303.78
MA	GILL TOWN	$1,130.49
MA	GLOUCESTER CITY	$4,111.73
MA	GRANBY TOWN	$2,733.92
MA	GRANVILLE TOWN	$826.18

State	Jurisdiction Name	Award Amount
MA	GREAT BARRINGTON TOWN	$1,836.46
MA	HALIFAX TOWN	$2,768.53
MA	HAMILTON TOWN	$2,126.78
MA	HAVERHILL CITY	$24,657.18
MA	HINGHAM TOWN	$9,643.70
MA	HOLLISTON TOWN	$3,008.47
MA	HOLYOKE CITY	$20,763.94
MA	HOPEDALE TOWN	$2,693.95
MA	HOPKINTON TOWN	$5,160.07
MA	HUBBARDSTON TOWN	$1,016.44
MA	HUDSON TOWN	$10,589.61
MA	HULL TOWN	$7,829.02
MA	LANCASTER TOWN	$6,919.01
MA	LEVERETT TOWN	$1,425.80
MA	LEXINGTON TOWN	$4,129.72
MA	LONGMEADOW TOWN	$1,633.43
MA	LUDLOW TOWN	$13,000.54
MA	MANSFIELD TOWN	$11,150.24
MA	MARBLEHEAD TOWN	$1,384.27
MA	MAYNARD TOWN	$7,844.16
MA	MEDFORD CITY	$9,228.42
MA	MELROSE CITY	$5,998.48
MA	MENDON TOWN	$1,845.69
MA	METHUEN CITY	$27,999.02
MA	MIDDLEBOROUGH TOWN	$2,823.90
MA	MIDDLETON TOWN	$4,682.50
MA	MILFORD TOWN	$12,389.15
MA	MILLBURY TOWN	$11,291.89
MA	MILLIS TOWN	$3,282.37
MA	MILLVILLE TOWN	$2,064.86
MA	MILTON TOWN	$12,403.00
MA	MONSON TOWN	$2,676.25
MA	NAHANT TOWN	$2,410.93
MA	NEEDHAM TOWN	$6,607.55
MA	NEWTON CITY	$20,071.81
MA	NORFOLK TOWN	$2,076.40
MA	NORTH ANDOVER TOWN	$4,034.67
MA	NORTH ATTLEBOROUGH TOWN	$7,433.49
MA	NORTH BROOKFIELD TOWN	$922.85
MA	NORTHAMPTON CITY	$9,459.13
MA	NORTON TOWN	$3,503.30
MA	NORWELL TOWN	$6,921.32
MA	NORTH READING	$10,151.26
MA	OAK BLUFFS TOWN	$7,188.94
MA	OAKHAM TOWN	$5,202.52
MA	ORLEANS TOWN	$3,783.66
MA	OXFORD TOWN	$4,706.50
MA	PALMER TOWN	$6,598.32

State	Jurisdiction Name	Award Amount
MA	PAXTON TOWN	$4,521.93
MA	PEABODY CITY	$16,611.15
MA	PEMBROKE TOWN	$11,300.66
MA	PETERSHAM TOWN	$2,307.11
MA	PITTSFIELD CITY	$10,589.61
MA	PLYMOUTH TOWN	$21,686.78
MA	PLYMPTON TOWN	$6,905.72
MA	PRINCETON TOWN	$1,845.69
MA	PROVINCETOWN TOWN	$1,651.89
MA	RAYNHAM TOWN	$2,769.05
MA	READING TOWN	$6,018.14
MA	REHOBOTH TOWN	$4,129.72
MA	ROCHESTER TOWN	$2,078.20
MA	ROCKLAND TOWN	$4,568.07
MA	SALEM CITY	$9,680.98
MA	SANDWICH TOWN	$9,464.67
MA	SCITUATE TOWN	$3,816.88
MA	SEEKONK TOWN	$11,535.52
MA	SHARON TOWN	$6,195.96
MA	SHELBURNE TOWN	$3,615.24
MA	SHREWSBURY TOWN	$5,421.32
MA	SOMERVILLE CITY	$9,809.81
MA	SOUTH HADLEY TOWN	$10,459.03
MA	SOUTHBOROUGH TOWN	$6,139.92
MA	SOUTHWICK TOWN	$6,510.65
MA	STONEHAM TOWN	$6,305.93
MA	STOUGHTON TOWN	$8,661.80
MA	STURBRIDGE TOWN	$4,376.49
MA	SUDBURY TOWN	$5,976.33
MA	SWANSEA TOWN	$14,041.04
MA	TAUNTON CITY	$11,069.03
MA	TEWKSBURY TOWN	$7,523.47
MA	TOLLAND TOWN	$1,845.69
MA	TOPSFIELD TOWN	$5,781.61
MA	TYNGS BOROUGH TOWN	$2,576.58
MA	WALPOLE TOWN	$7,433.49
MA	WAREHAM TOWN	$12,779.05
MA	WARREN TOWN	$1,418.87
MA	WATERTOWN CITY	$13,658.06
MA	WAYLAND TOWN	$3,067.53
MA	WEBSTER TOWN	$3,529.83
MA	WENHAM TOWN	$5,890.04
MA	WEST SPRINGFIELD TOWN	$6,847.03
MA	WEST TISBURY TOWN	$2,906.96
MA	WESTBOROUGH TOWN	$6,432.21
MA	WESTFIELD CITY	$17,845.45
MA	WESTFORD TOWN	$8,342.41
MA	WESTMINSTER TOWN	$516.33

State	Jurisdiction Name	Award Amount
MA	WESTPORT TOWN	$12,967.77
MA	WESTWOOD TOWN	$3,303.78
MA	WEYMOUTH TOWN	$24,778.30
MA	WILBRAHAM TOWN	$2,169.14
MA	WILLIAMSTOWN TOWN	$3,783.66
MA	WILMINGTON TOWN	$11,711.33
MA	WINCHESTER TOWN	$6,024.58
MA	WOBURN CITY	$1,405.79
MA	WRENTHAM TOWN	$8,568.87
MA	YARMOUTH TOWN	$3,687.68
	Totals for MA(153 Jurisdictions):	**$1,159,678.12**
MD	BEL AIR TOWN	$2,402.53
MD	BRUNSWICK CITY	$2,746.32
MD	CALVERT COUNTY	$15,356.09
MD	CAROLINE COUNTY	$4,715.73
MD	CHESTERTOWN TOWN	$1,782.93
MD	CHEVERLY TOWN	$2,200.98
MD	CHEVY CHASE VILLAGE TOWN	$1,130.49
MD	CUMBERLAND CITY	$4,565.96
MD	DELMAR TOWN	$2,386.47
MD	DENTON TOWN	$1,901.06
MD	DISTRICT HEIGHTS CITY	$3,922.08
MD	EASTON TOWN	$5,260.20
MD	FREDERICK CITY	$23,653.36
MD	FRUITLAND CITY	$3,997.75
MD	GAITHERSBURG CITY	$7,844.16
MD	GARRETT COUNTY	$3,691.37
MD	GREENBELT CITY	$4,614.21
MD	HAGERSTOWN CITY	$19,496.42
MD	HURLOCK TOWN	$1,107.41
MD	HYATTSVILLE CITY	$23,806.92
MD	LAPLATA TOWN	$4,162.73
MD	LAUREL CITY	$7,426.11
MD	MOUNT AIRY TOWN	$489.48
MD	OCEAN CITY TOWN	$16,777.26
MD	PITTSVILLE CITY	$922.85
MD	QUEEN ANNES COUNTY	$3,624.47
MD	SALISBURY CITY	$15,896.87
MD	SYKESVILLE TOWN	$1,048.17
MD	TAKOMA PARK CITY	$7,006.77
MD	TALBOT COUNTY	$6,383.60
MD	UNIVERSITY PARK TOWN	$3,543.72
MD	UPPER MARLBORO TOWN	$1,107.41
MD	WESTMINSTER CITY	$2,244.82
MD	WORCESTER COUNTY	$11,535.52
	Totals for MD(34 Jurisdictions):	**$218,752.22**
ME	AROOSTOOK COUNTY	$2,948.48
ME	AUBURN CITY	$10,399.51

State	Jurisdiction Name	Award Amount
ME	AUGUSTA CITY	$6,021.55
ME	BANGOR CITY	$5,399.60
ME	BAR HARBOR TOWN	$3,089.68
ME	BATH CITY	$2,316.22
ME	BERWICK CITY	$2,586.27
ME	BIDDEFORD CITY	$3,691.37
ME	BRIDGTON TOWN	$1,566.53
ME	BRUNSWICK TOWN	$9,586.02
ME	CAPE ELIZABETH TOWN	$1,764.48
ME	CARIBOU CITY	$6,016.93
ME	CUMBERLAND TOWN	$3,626.26
ME	CARRABASSETT VALLEY POLICE	$1,635.65
ME	DEXTER TOWN	$5,981.86
ME	ELIOT TOWN	$2,791.60
ME	ELLSWORTH CITY	$10,151.21
ME	FARMINGTON TOWN	$2,013.23
ME	FORTFAIRFIELD TOWN	$2,240.66
ME	FRYEBURG TOWN	$5,029.09
ME	GARDINER CITY	$1,500.87
ME	GORHAM	$10,151.26
ME	HANCOCK COUNTY	$4,275.33
ME	HOULTON TOWN	$4,922.44
ME	KENNEBUNK TOWN	$2,911.57
ME	KITTERY TOWN	$6,979.57
ME	KNOX COUNTY	$2,470.91
ME	KENNEBUNKPORT TOWN	$2,122.54
ME	LEWISTON CITY	$9,147.67
ME	LINCOLN TOWN	$2,637.99
ME	MECHANIC FALLS TOWN	$1,207.08
ME	MOUNT DESERT TOWN	$1,544.84
ME	OLD TOWN CITY	$4,335.85
ME	ORONO TOWN	$1,799.55
ME	PORTLAND CITY	$16,186.42
ME	RICHMOND TOWN	$2,307.11
ME	ROCKLAND CITY	$2,375.27
ME	RUMFORD TOWN	$4,854.15
ME	SACO CITY	$6,506.04
ME	SAGADAHOC COUNTY	$5,135.62
ME	SOMERSET COUNTY	$6,727.52
ME	SOUTH PORTLAND CITY	$9,228.42
ME	TOPSHAM	$4,503.47
ME	VEAZIE TOWN	$3,119.92
ME	WATERVILLE CITY	$7,272.80
ME	WELLS TOWN	$2,635.07
ME	WESTBROOK CITY	$8,455.08
ME	WINDHAM TOWN	$6,344.54
ME	WISCASSET TOWN	$1,611.89
ME	YARMOUTH TOWN	$2,087.93

State	Jurisdiction Name	Award Amount
ME	YORK TOWN	$2,007.19
	Totals for ME(51 Jurisdictions):	**$236,222.11**
MI	ADRIAN CITY	$2,810.06
MI	ALLEN PARK CITY	$3,216.11
MI	ALPENA CITY	$8,305.58
MI	ALPENA COUNTY	$1,965.66
MI	ANTRIM COUNTY	$963.00
MI	ARENAC COUNTY	$9,089.99
MI	AUBURN HILLS CITY	$4,215.08
MI	BAD AXE CITY	$2,400.87
MI	BATTLE CREEK CITY	$21,276.12
MI	BELDING CITY	$1,295.21
MI	BENTON HARBOR CITY	$3,700.60
MI	BENZIE COUNTY	$1,522.69
MI	BLOOMFIELD HILLS CITY	$2,104.08
MI	BLOOMFIELD TOWNSHIP	$8,270.97
MI	BRIDGEPORT CHARTER TOWNSHIP	$3,059.22
MI	BRIDGMAN CITY	$992.06
MI	BRONSON CITY	$1,578.06
MI	BROWNSTOWN CHARTER TOWNSHIP	$5,456.31
MI	CADILLAC CITY	$6,961.92
MI	CANTON CHARTER TOWNSHIP	$6,572.94
MI	CARROLLTON TOWNSHIP	$2,422.46
MI	CASS COUNTY	$6,444.21
MI	CENTER LINE CITY	$3,506.80
MI	CHARLEVOIX CITY	$1,079.72
MI	CHARLEVOIX COUNTY	$11,535.52
MI	CHEBOYGAN CITY	$862.86
MI	CHEBOYGAN COUNTY	$18,255.20
MI	CHELSEA CITY	$1,937.97
MI	CLAWSON CITY	$2,643.95
MI	CLINTON COUNTY	$5,887.73
MI	COLDWATER CITY	$959.76
MI	COLUMBIA TOWNSHIP	$526.49
MI	CRAWFORD COUNTY	$3,841.33
MI	DAVISON TOWNSHIP	$2,544.74
MI	DRYDEN TOWNSHIP	$1,725.86
MI	DURAND CITY	$921.92
MI	EAST GRAND RAPIDS CITY	$3,552.95
MI	EAST LANSING CITY	$11,535.52
MI	EATON RAPIDS CITY	$332.23
MI	EMMETT CHARTER TOWNSHIP	$3,483.50
MI	FARMINGTON CITY	$3,950.23
MI	FLAT ROCK CITY	$3,691.37
MI	FLINT CHARTER TOWNSHIP	$6,870.56
MI	FLUSHING CITY	$8,305.58
MI	FRANKLIN VILLAGE	$438.35
MI	FRUITPORT CHARTER TOWNSHIP	$1,485.78

State	Jurisdiction Name	Award Amount
MI	GARDEN CITY	$2,593.19
MI	GERRISH TOWNSHIP	$710.59
MI	GIBRALTAR CITY	$1,688.81
MI	GRAND BLANC CHARTER TOWNSHIP	$3,691.37
MI	GRAND HAVEN CITY	$2,173.30
MI	GRAND LEDGE CITY	$2,499.06
MI	GRAND TRAVERSE COUNTY	$9,862.87
MI	GRANDVILLE CITY	$3,310.70
MI	GREEN OAK TOWNSHIP	$4,591.14
MI	GREENVILLE CITY	$3,576.02
MI	GROSSE POINTE FARMS CITY	$15,226.89
MI	GROSSE POINTE SHORES VILLAGE	$7,382.74
MI	GROSSE POINTE WOODS CITY	$5,294.81
MI	GUN LAKE TRIBE PUBLIC SAFETY	$1,910.29
MI	HAMBURG TOWNSHIP	$2,496.29
MI	HAMTRAMCK CITY	$7,013.60
MI	HARBOR SPRINGS CITY	$932.07
MI	HOWELL CITY	$846.71
MI	HURON CHARTER TOWNSHIP	$4,152.79
MI	IONIA CITY	$2,293.27
MI	IOSCO COUNTY	$1,910.29
MI	IRONWOOD CITY	$3,506.80
MI	JACKSON CITY	$4,682.65
MI	KALKASKA COUNTY	$4,344.74
MI	KENTWOOD CITY	$13,939.53
MI	LAPEER CITY	$9,509.89
MI	LAPEER COUNTY	$9,842.11
MI	LAURIUM VILLAGE	$1,864.14
MI	LEELANAU COUNTY	$2,025.13
MI	LENAWEE COUNTY	$3,239.18
MI	LINCOLN CHARTER TOWNSHIP	$549.10
MI	LINCOLN PARK CITY	$3,414.52
MI	LIVONIA CITY	$14,050.27
MI	MACKINAC ISLAND CITY	$1,175.24
MI	MACKINAW CITY VILLAGE	$915.93
MI	MARINE CITY	$968.99
MI	MARQUETTE COUNTY	$2,307.11
MI	MARSHALL CITY	$899.78
MI	MARYSVILLE CITY	$978.22
MI	MASON CITY	$1,291.98
MI	MERIDIAN CHARTER TOWNSHIP	$4,976.43
MI	METAMORA TOWNSHIP	$553.71
MI	MIDLAND CITY	$2,477.83
MI	MIDLAND COUNTY	$9,260.72
MI	MILAN CITY	$2,307.11
MI	MONROE CITY	$3,139.51
MI	MONTAGUE CITY	$2,134.08
MI	MONTMORENCY COUNTY	$2,011.80

State	Jurisdiction Name	Award Amount
MI	MOUNT MORRIS CHARTER TOWNSHIP	$5,537.05
MI	MOUNT PLEASANT CITY	$2,307.11
MI	MUNISING CITY	$945.92
MI	MUSKEGON CHARTER TOWNSHIP	$5,260.20
MI	MUSKEGON CITY	$8,070.25
MI	METRO POLICE AUTHORITY OF GENESEE COUNTY	$2,007.19
MI	NAPOLEON TOWNSHIP	$5,075.63
MI	NEW BALTIMORE CITY	$1,753.40
MI	NEWAYGO CITY	$710.59
MI	NEWAYGO COUNTY	$6,016.93
MI	NORTHVILLE CITY	$1,066.18
MI	NORTON SHORES CITY	$2,934.64
MI	NOVI CITY	$9,228.42
MI	NORTHVILLE TOWNSHIP	$3,460.66
MI	OAK PARK CITY	$6,157.67
MI	ORCHARD LAKE VILLAGE CITY	$1,238.92
MI	OTSEGO CITY	$1,776.48
MI	OWOSSO CITY	$1,891.83
MI	PAW PAW VILLAGE	$2,537.82
MI	PINCKNEY VILLAGE	$2,226.36
MI	PITTSFIELD CHARTER TOWNSHIP	$4,642.21
MI	PLAINWELL CITY	$466.04
MI	PLYMOUTH CHARTER TOWNSHIP	$1,384.27
MI	PLYMOUTH CITY	$2,768.53
MI	PORT HURON CITY	$7,475.02
MI	PORTAGE CITY	$12,707.53
MI	PRESQUE ISLE COUNTY	$4,974.12
MI	REDFORD CHARTER TOWNSHIP	$3,235.49
MI	RIVERVIEW CITY	$5,537.05
MI	ROCKFORD CITY	$2,041.79
MI	ROCKWOOD CITY	$2,205.60
MI	ROGERS CITY	$2,567.81
MI	ROMULUS CITY	$3,391.45
MI	ROSCOMMON COUNTY	$9,053.08
MI	ROYAL OAK CITY	$8,637.80
MI	SAGINAW CHARTER TOWNSHIP	$4,558.84
MI	SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN	$3,691.37
MI	SAGINAW CITY	$15,219.51
MI	SANDUSKY CITY	$1,086.65
MI	SAULT STE MARIE CITY	$1,591.91
MI	SHELBY CHARTER TOWNSHIP	$11,254.06
MI	SHIAWASSEE COUNTY	$3,407.60
MI	SOUTH HAVEN CITY	$1,700.34
MI	SOUTHFIELD CITY	$12,250.73
MI	SOUTHGATE CITY	$4,519.99
MI	ST CLAIR CITY	$828.26
MI	ST CLAIR SHORES CITY	$6,609.86
MI	ST JOHNS CITY	$2,468.61

State	Jurisdiction Name	Award Amount
MI	ST JOSEPH CITY	$18,416.23
MI	STURGIS CITY	$2,046.41
MI	SUMPTER TOWNSHIP	$1,836.46
MI	TAYLOR CITY	$5,502.45
MI	TECUMSEH CITY	$586.79
MI	THREE RIVERS CITY	$1,543.46
MI	TRAVERSE CITY	$2,058.50
MI	TROY CITY	$7,491.63
MI	TUSCOLA COUNTY	$1,370.42
MI	UTICA CITY	$3,045.38
MI	VAN BUREN COUNTY	$6,183.04
MI	WALKER CITY	$4,771.10
MI	WATERFORD CHARTER TOWNSHIP	$5,890.04
MI	WATERVLIET CITY	$3,691.37
MI	WAYNE CITY	$2,260.97
MI	WAYNE COUNTY AIRPORT AUTHORITY	$15,988.24
MI	WESTLAND CITY	$17,995.42
MI	WHITE LAKE CHARTER TOWNSHIP	$4,706.50
MI	WILLIAMSTON CITY	$461.43
MI	WYOMING CITY	$7,461.18
MI	ZEELAND CITY	$909.00
	Totals for MI(163 Jurisdictions):	**$719,717.21**
MN	AITKIN COUNTY	$8,527.06
MN	ALBERT LEA CITY	$7,267.38
MN	ALEXANDRIA CITY	$3,866.69
MN	AUSTIN CITY	$4,152.79
MN	BAXTER CITY	$1,450.16
MN	BECKER CITY	$1,655.64
MN	BELGRADE CITY	$1,686.09
MN	BELLE PLAINE CITY	$1,448.87
MN	BELTRAMI COUNTY	$2,768.53
MN	BEMIDJI CITY	$6,644.46
MN	BENTON COUNTY	$6,553.56
MN	BIG STONE COUNTY	$2,661.85
MN	BLOOMINGTON CITY	$26,190.25
MN	BLUE EARTH COUNTY	$2,816.98
MN	BRAHAM CITY	$910.19
MN	BRAINERD CITY	$3,152.25
MN	BREEZY POINT CITY	$888.16
MN	BROOKLYN PARK CITY	$33,596.05
MN	BROWN COUNTY	$1,841.07
MN	BUFFALO CITY	$2,353.25
MN	BURNSVILLE CITY	$29,014.14
MN	CAMBRIDGE CITY	$1,244.46
MN	CANNON FALLS CITY	$2,518.16
MN	CHAMPLIN CITY	$3,767.52
MN	CHISHOLM CITY	$2,970.63
MN	CLAY COUNTY	$3,117.09

State	Jurisdiction Name	Award Amount
MN	CLEARWATER COUNTY	$3,117.09
MN	CLOQUET CITY	$788.00
MN	COLD SPRING CITY	$724.44
MN	COLUMBIA HEIGHTS CITY	$1,716.49
MN	COTTAGE GROVE CITY	$9,839.34
MN	CROW WING COUNTY	$13,925.68
MN	COUNTY OF COTTONWOOD	$2,353.25
MN	DAYTON CITY	$3,992.25
MN	DETROIT LAKES CITY	$3,284.88
MN	DODGE COUNTY	$5,051.25
MN	DOUGLAS COUNTY	$3,691.37
MN	DULUTH CITY	$32,926.02
MN	EAST GRAND FORKS CITY	$2,088.86
MN	EDEN PRAIRIE CITY	$12,698.31
MN	ELY CITY	$922.85
MN	FARMINGTON CITY	$5,848.97
MN	FERGUS FALLS CITY	$2,339.41
MN	FILLMORE COUNTY	$5,032.26
MN	FLOODWOOD CITY	$625.76
MN	FOREST LAKE CITY	$4,983.35
MN	FREEBORN COUNTY	$9,136.14
MN	FRIDLEY CITY	$8,305.58
MN	GOODHUE COUNTY	$5,813.91
MN	GRAND RAPIDS CITY	$1,483.93
MN	HERMANTOWN CITY	$3,643.84
MN	HIBBING CITY	$7,933.21
MN	HILL CITY	$1,245.84
MN	HOPKINS CITY	$3,045.38
MN	HOUSTON CITY	$548.63
MN	HOUSTON COUNTY	$659.33
MN	HUTCHINSON CITY	$2,905.40
MN	INDEPENDENCE CITY	$6,136.90
MN	INTERNATIONAL FALLS CITY	$2,318.64
MN	ITASCA COUNTY	$5,274.60
MN	KASSON CITY	$922.85
MN	KOOCHICHING COUNTY	$4,454.56
MN	LA CRESCENT CITY	$1,867.89
MN	LAKE COUNTY	$2,133.01
MN	LAKE CRYSTAL CITY	$461.43
MN	LAKEFIELD CITY	$1,399.96
MN	LAKEVILLE CITY	$15,767.40
MN	LE SUEUR COUNTY	$2,275.73
MN	LINO LAKES CITY	$5,071.02
MN	LYON COUNTY	$2,768.53
MN	MANKATO CITY	$10,797.25
MN	MAPLE GROVE CITY	$14,925.93
MN	MAPLEWOOD CITY	$15,428.53
MN	MCLEOD COUNTY	$4,369.66

State	Jurisdiction Name	Award Amount
MN	MEDINA CITY	$3,313.15
MN	MEEKER COUNTY	$3,715.09
MN	MINNETONKA CITY	$9,800.58
MN	MOORHEAD CITY	$13,145.75
MN	MOUNTAIN LAKE CITY	$1,845.69
MN	NEW BRIGHTON CITY	$3,691.37
MN	NEW PRAGUE CITY	$732.28
MN	NEW RICHLAND CITY	$880.85
MN	NICOLLET COUNTY	$2,994.88
MN	NOBLES COUNTY	$2,621.80
MN	NORTH BRANCH CITY	$1,845.69
MN	NORTHFIELD CITY	$6,579.20
MN	ORONO CITY	$609.08
MN	OSAKIS CITY	$3,783.66
MN	RAMSEY CITY	$2,337.33
MN	RED WING CITY	$3,691.37
MN	REDWOOD COUNTY	$1,407.41
MN	RICHFIELD CITY	$10,010.41
MN	ROSEVILLE CITY	$11,350.96
MN	SARTELL CITY	$3,765.94
MN	SAUK CENTRE CITY	$2,353.25
MN	SAUK RAPIDS CITY	$2,546.91
MN	SAVAGE CITY	$7,855.00
MN	SHAKOPEE CITY	$12,543.27
MN	SOUTH ST PAUL CITY	$4,332.75
MN	SPRINGFIELD CITY	$4,210.47
MN	SPRINGLAKE PARK CITY	$1,845.69
MN	ST ANTHONY CITY	$804.70
MN	ST CLOUD CITY	$27,520.48
MN	ST JAMES CITY	$865.81
MN	ST JOSEPH CITY	$799.81
MN	ST LOUIS PARK CITY	$11,572.44
MN	STEELE COUNTY	$2,436.31
MN	STEVENS COUNTY	$2,463.02
MN	STILLWATER CITY	$2,472.30
MN	SWIFT COUNTY	$2,072.71
MN	THIEF RIVER FALLS CITY	$1,391.19
MN	TODD COUNTY	$1,495.01
MN	VIRGINIA CITY	$4,112.19
MN	WABASHA CITY	$1,844.26
MN	WABASHA COUNTY	$9,945.24
MN	WAITE PARK CITY	$4,152.79
MN	WASECA CITY	$4,198.93
MN	WAYZATA CITY	$1,523.16
MN	WEST CONCORD CITY	$735.51
MN	WEST ST PAUL CITY	$9,389.92
MN	WHITE BEAR LAKE CITY	$3,691.37
MN	WILLMAR CITY	$6,403.85

State	Jurisdiction Name	Award Amount
MN	WINDOM CITY	$1,775.53
MN	WINONA COUNTY	$18,456.84
MN	WOODBURY CITY	$12,435.30
MN	WORTHINGTON CITY	$9,423.14
MN	ZUMBROTA CITY	$1,384.27
	Totals for MN(127 Jurisdictions):	**$687,284.10**
MO	ARNOLD CITY	$6,194.58
MO	AUXVASSE CITY	$1,845.69
MO	BELTON CITY	$22,823.72
MO	BILLINGS CITY	$1,438.25
MO	BLUE SPRINGS CITY	$11,489.80
MO	BOONVILLE CITY	$3,691.37
MO	BRANSON WEST CITY	$1,672.64
MO	BROOKFIELD CITY	$1,672.66
MO	BUCHANAN COUNTY	$15,543.01
MO	BUFFALO CITY	$2,211.41
MO	BYRNES MILL CITY	$1,651.89
MO	CAMDENTON CITY	$1,983.19
MO	CANTON CITY	$922.85
MO	CAPE GIRARDEAU CITY	$6,120.75
MO	CAPE GIRARDEAU COUNTY	$6,542.95
MO	CARL JUNCTION CITY	$1,128.16
MO	CHESTERFIELD CITY	$7,521.16
MO	CHILLICOTHE CITY	$2,768.53
MO	CHRISTIAN COUNTY	$8,028.73
MO	CLINTON CITY	$833.33
MO	CLINTON COUNTY	$9,216.89
MO	COLE COUNTY	$7,846.47
MO	COOPER COUNTY	$4,141.18
MO	CREVE COEUR CITY	$2,890.81
MO	CRYSTAL CITY	$2,052.80
MO	DESLOGE CITY	$6,292.24
MO	DEXTER CITY	$593.02
MO	DOUGLAS COUNTY	$4,006.06
MO	EDMUNDSON CITY	$2,229.59
MO	EXCELSIOR SPRINGS CITY	$4,367.19
MO	FESTUS CITY	$1,545.27
MO	FRONTENAC CITY	$8,672.41
MO	FULTON CITY	$1,384.27
MO	GLADSTONE CITY	$6,569.35
MO	GLENDALE CITY	$4,152.79
MO	GRAIN VALLEY CITY	$6,694.17
MO	GRANDVIEW CITY	$5,365.87
MO	HANNIBAL CITY	$3,008.47
MO	HAZELWOOD CITY	$9,498.35
MO	HENRY COUNTY	$5,947.66
MO	HOLLISTER CITY	$1,670.58
MO	HOWELL COUNTY	$16,233.78

State	Jurisdiction Name	Award Amount
MO	JEFFERSON CITY	$11,016.43
MO	JOHNSON COUNTY	$25,051.00
MO	JOPLIN CITY	$19,111.13
MO	KIMBERLING CITY CITY	$957.45
MO	KIRKWOOD CITY	$8,273.28
MO	LADUE CITY	$2,890.81
MO	LAKE ST LOUIS CITY	$3,767.51
MO	LAMAR CITY	$1,372.73
MO	LAWRENCE COUNTY	$25,491.07
MO	LAWSON CITY	$2,953.10
MO	LEWIS COUNTY	$1,668.04
MO	LIVINGSTON COUNTY	$4,041.59
MO	MARSHALL CITY	$3,604.62
MO	MARYVILLE CITY	$3,322.23
MO	MILLER COUNTY	$10,082.05
MO	MOBERLY CITY	$4,189.71
MO	MOLINE ACRES CITY	$10,988.47
MO	MONETT CITY	$2,495.78
MO	NEOSHO CITY	$2,403.08
MO	NEVADA CITY	$4,471.17
MO	NEWTON COUNTY	$5,317.60
MO	NIXA CITY	$7,068.97
MO	NORMANDY CITY	$3,716.75
MO	NORTH KANSAS CITY	$6,207.50
MO	O FALLON CITY	$26,998.26
MO	OAK GROVE CITY	$3,565.86
MO	ODESSA CITY	$4,856.46
MO	OLIVETTE CITY	$3,068.45
MO	ORONOGO CITY	$550.48
MO	OSAGE BEACH CITY	$1,557.30
MO	OVERLAND CITY	$4,516.39
MO	OZARK CITY	$5,075.17
MO	PAGEDALE CITY	$10,151.26
MO	PARK HILLS CITY	$9,260.72
MO	PECULIAR CITY	$2,655.94
MO	PERRY COUNTY	$7,105.89
MO	PEVELY CITY	$4,595.76
MO	PHELPS COUNTY	$4,586.53
MO	PLATTE CITY	$1,377.35
MO	PLEASANT HILL CITY	$3,017.70
MO	PLEASANT VALLEY CITY	$3,161.34
MO	RAYMORE CITY	$8,719.64
MO	RAYTOWN CITY	$15,284.09
MO	REPUBLIC CITY	$3,636.00
MO	RICHMOND HEIGHTS CITY	$2,064.86
MO	RIVERSIDE CITY	$3,288.94
MO	ROLLA CITY	$5,813.91
MO	SEDALIA CITY	$6,082.33

State	Jurisdiction Name	Award Amount
MO	SHREWSBURY CITY	$2,256.35
MO	SIKESTON CITY	$7,428.88
MO	ST ANN CITY	$733.22
MO	ST CHARLES CITY	$22,300.47
MO	ST FRANCOIS COUNTY	$12,181.51
MO	ST JAMES CITY	$1,790.30
MO	ST JOSEPH CITY	$855.55
MO	ST PETERS CITY	$7,846.47
MO	ST ROBERT CITY	$7,029.75
MO	ST. JOHN P.D.	$2,064.86
MO	STE GENEVIEVE COUNTY	$6,392.99
MO	TANEY COUNTY	$7,449.18
MO	TEXAS COUNTY	$2,957.55
MO	TRENTON CITY	$2,758.77
MO	TROY CITY	$5,583.20
MO	UNION CITY	$1,238.92
MO	UNIVERSITY CITY	$11,074.10
MO	VERSAILLES CITY	$5,536.75
MO	WARRENSBURG CITY	$5,933.88
MO	WARRENTON CITY	$1,614.98
MO	WASHINGTON CITY	$2,890.81
MO	WEBB CITY	$1,865.53
MO	WEBSTER GROVES CITY	$3,303.78
MO	WENTZVILLE CITY	$10,324.30
MO	WOODSON TERRACE CITY	$1,018.91
	Totals for MO(115 Jurisdictions):	**$666,347.60**
MS	AMORY CITY	$1,995.56
MS	ATTALA COUNTY	$8,305.58
MS	BATESVILLE CITY	$5,813.91
MS	BAY SPRINGS TOWN	$2,735.31
MS	BILOXI CITY	$23,786.25
MS	BUDE TOWN	$402.48
MS	CARTHAGE CITY	$1,845.69
MS	CHICKASAW COUNTY	$8,020.80
MS	CRYSTAL SPRINGS CITY	$6,300.67
MS	D IBERVILLE CITY	$6,229.19
MS	DECATUR TOWN	$922.85
MS	ECRU TOWN	$6,321.47
MS	FOREST CITY	$4,614.21
MS	FORREST COUNTY	$15,233.39
MS	GLUCKSTADT CITY	$1,197.39
MS	GULFPORT CITY	$9,137.80
MS	HERNANDO CITY	$4,614.21
MS	HORN LAKE CITY	$4,614.21
MS	JACKSON PUBLIC SCH DIST	$6,146.59
MS	JONES COUNTY	$10,343.38
MS	LAFAYETTE COUNTY	$7,428.49
MS	LAKE TOWN	$840.92

State	Jurisdiction Name	Award Amount
MS	LAMAR COUNTY	$4,614.21
MS	LAUREL CITY	$4,788.72
MS	LEAKE COUNTY	$2,768.53
MS	LEE COUNTY	$9,228.42
MS	LINCOLN COUNTY	$6,439.59
MS	LOUISVILLE CITY	$1,675.26
MS	LUCEDALE CITY	$7,613.45
MS	LONG BEACH	$5,023.22
MS	MADISON CITY	$16,149.29
MS	MERIDIAN CITY	$13,288.92
MS	MORTON CITY	$4,614.21
MS	NEW ALBANY CITY	$3,324.86
MS	NEWTON CITY	$922.85
MS	OLIVE BRANCH CITY	$9,648.31
MS	PASCAGOULA CITY	$6,090.76
MS	PASS CHRISTIAN CITY	$1,614.98
MS	PHILADELPHIA CITY	$3,691.37
MS	PONTOTOC CITY	$8,513.22
MS	POPLARVILLE CITY	$2,471.74
MS	PRENTISS COUNTY	$18,456.84
MS	RALEIGH TOWN	$2,307.11
MS	RICHLAND CITY	$4,152.79
MS	RIDGELAND CITY	$7,267.38
MS	SIMPSON COUNTY	$8,859.28
MS	STARKVILLE CITY	$8,305.58
MS	STONE COUNTY	$2,119.17
MS	STONEWALL TOWN	$830.56
MS	TUNICA TOWN	$1,845.69
MS	TUPELO CITY	$23,209.47
MS	UNION COUNTY	$11,074.10
MS	UNION TOWN	$2,307.11
MS	VICKSBURG CITY	$4,788.72
MS	WATER VALLEY CITY	$2,992.32
MS	WINONA CITY	$2,054.25
	Totals for MS(56 Jurisdictions):	**$349,902.63**
MT	BOZEMAN CITY	$19,521.33
MT	CASCADE COUNTY	$7,968.74
MT	COLUMBIA FALLS CITY	$3,399.75
MT	GLASGOW CITY	$2,065.12
MT	GREAT FALLS CITY	$8,409.40
MT	HAMILTON CITY	$1,650.05
MT	HAVRE CITY	$5,229.75
MT	HELENA CITY	$7,844.16
MT	HILL COUNTY	$3,945.15
MT	KALISPELL CITY	$10,224.33
MT	LAKE COUNTY	$9,390.38
MT	LEWIS AND CLARK COUNTY	$5,029.49
MT	MANHATTAN TOWN	$666.76

State	Jurisdiction Name	Award Amount
MT	MINERAL COUNTY	$2,296.99
MT	MISSOULA CITY	$12,029.25
MT	RAVALLI COUNTY	$9,053.65
MT	SHERIDAN COUNTY	$967.14
MT	VALLEY COUNTY	$2,076.40
MT	WHITEFISH CITY	$2,636.10
	Totals for MT(19 Jurisdictions):	**$114,403.94**
NC	ANGIER TOWN	$3,221.32
NC	APEX TOWN	$10,218.69
NC	ASHEVILLE CITY	$40,235.90
NC	AVERY COUNTY	$13,000.07
NC	AYDEN TOWN	$3,061.53
NC	BELMONT CITY	$9,205.16
NC	BOILING SPRINGS TOWN	$1,696.43
NC	BOONE TOWN	$10,114.35
NC	BURGAW TOWN	$687.52
NC	BURKE COUNTY	$2,472.49
NC	BURLINGTON CITY	$14,085.67
NC	CALDWELL COUNTY	$13,191.26
NC	CATAWBA TOWN	$5,403.24
NC	CHEROKEE COUNTY	$5,190.99
NC	CHERRYVILLE CITY	$2,122.54
NC	CLAY COUNTY	$9,207.80
NC	CLAYTON TOWN	$4,171.59
NC	CRAMERTON TOWN	$3,266.86
NC	DAVIE COUNTY	$17,711.55
NC	DUCK TOWN	$2,296.36
NC	DUNN CITY	$4,088.01
NC	DUPLIN COUNTY	$19,205.72
NC	ELIZABETH CITY	$6,826.73
NC	ELON COLLEGE TOWN	$2,828.15
NC	EMERALD ISLE TOWN	$5,794.07
NC	FRANKLIN COUNTY	$9,761.36
NC	FUQUAY-VARINA TOWN	$10,909.45
NC	GASTONIA CITY	$27,692.17
NC	GOLDSBORO CITY	$9,507.49
NC	GRAHAM CITY	$7,710.40
NC	GREENVILLE CITY	$19,771.89
NC	HAVELOCK CITY	$3,703.95
NC	HAW RIVER TOWN	$449.59
NC	HAYWOOD COUNTY	$16,791.43
NC	HENDERSON CITY	$8,353.84
NC	HICKORY CITY	$17,149.11
NC	HILLSBOROUGH TOWN	$5,544.99
NC	HUNTERSVILLE TOWN	$29,960.03
NC	JACKSONVILLE CITY	$22,735.19
NC	KERNERSVILLE TOWN	$7,851.08
NC	KILL DEVIL HILLS TOWN	$2,537.82

State	Jurisdiction Name	Award Amount
NC	KINGS MOUNTAIN CITY	$2,880.84
NC	KINSTON CITY	$7,970.13
NC	KNIGHTDALE TOWN	$4,385.35
NC	LELAND TOWN	$9,630.87
NC	LENOIR CITY	$4,460.51
NC	LILLINGTON TOWN	$8,318.96
NC	LUMBERTON CITY	$21,384.55
NC	MACON COUNTY	$10,920.97
NC	MARION CITY	$5,972.80
NC	MAYODAN TOWN	$6,665.23
NC	MCDOWELL COUNTY	$9,669.88
NC	MOORESVILLE TOWN	$23,456.31
NC	MOUNT HOLLY CITY	$2,632.64
NC	NAGS HEAD TOWN	$1,398.11
NC	NASHVILLE TOWN	$5,150.01
NC	NEW BERN CITY	$15,203.13
NC	NEWPORT TOWN	$4,466.56
NC	NEWTON CITY	$4,815.83
NC	NORTH WILKESBORO TOWN	$797.96
NC	PAMLICO COUNTY	$7,172.81
NC	PASQUOTANK COUNTY	$7,844.16
NC	PENDER COUNTY	$13,288.92
NC	PERQUIMANS COUNTY	$4,513.59
NC	PERSON COUNTY	$6,016.81
NC	PINETOPS TOWN	$3,691.37
NC	RICHMOND COUNTY	$28,665.77
NC	RIVER BEND TOWN	$2,247.47
NC	ROCKINGHAM COUNTY	$9,517.90
NC	ROCKY MOUNT CITY	$25,193.58
NC	ROLESVILLE TOWN	$1,020.51
NC	RUTHERFORD COUNTY	$27,357.00
NC	SMITHFIELD TOWN	$2,599.30
NC	SOUTHERN PINES TOWN	$8,440.96
NC	SPARTA TOWN	$654.75
NC	STALLINGS TOWN	$2,902.80
NC	STATESVILLE CITY	$6,921.32
NC	SUNSET BEACH TOWN	$1,941.63
NC	SURRY COUNTY	$25,933.80
NC	SHELBY	$7,636.52
NC	TARBORO TOWN	$4,512.70
NC	WADESBORO TOWN	$2,221.78
NC	WAKE FOREST TOWN	$9,493.56
NC	WAXHAW TOWN	$11,602.35
NC	WENDELL TOWN	$2,307.11
NC	WHISPERING PINES VILLAGE	$2,295.80
NC	WILKESBORO TOWN	$8,625.81
NC	WILSON CITY	$8,767.00
NC	WILSON COUNTY	$4,004.45

State	Jurisdiction Name	Award Amount
NC	WILSON'S MILLS TOWN	$3,989.80
NC	WOODFIN TOWN	$2,941.56
NC	WRIGHTSVILLE BEACH TOWN	$1,249.03
NC	YOUNGSVILLE TOWN	$1,842.12
NC	ZEBULON TOWN	$7,320.70
	Totals for NC(94 Jurisdictions):	**$824,649.17**
ND	BEULAH CITY	$2,461.22
ND	BISMARCK CITY	$19,690.36
ND	BOTTINEAU COUNTY	$2,535.05
ND	DEVILS LAKE CITY	$3,808.11
ND	DICKINSON CITY	$2,665.17
ND	GRAFTON CITY	$840.71
ND	GRAND FORKS CITY	$20,559.81
ND	GRAND FORKS COUNTY	$3,617.54
ND	JAMESTOWN CITY	$9,184.86
ND	MANDAN CITY	$9,521.28
ND	MCKENZIE COUNTY	$2,335.26
ND	MERCER COUNTY	$444.35
ND	MINOT CITY	$9,228.42
ND	RAMSEY COUNTY (DEVILS LAKE)	$2,514.75
ND	RAMSEY COUNTY (DEVILS LAKE)	$2,491.68
ND	SHERIDAN COUNTY	$1,172.01
ND	STARK COUNTY	$7,712.64
ND	WAHPETON CITY	$2,598.73
ND	WALSH COUNTY	$2,995.09
ND	WARD COUNTY	$7,292.30
ND	WATFORD CITY	$4,272.30
ND	WEST FARGO CITY	$25,003.94
	Totals for ND(22 Jurisdictions):	**$142,945.58**
NE	AURORA CITY	$1,947.43
NE	BEATRICE CITY	$2,307.11
NE	BELLEVUE CITY	$13,842.63
NE	BROKEN BOW CITY	$701.36
NE	CHADRON CITY	$2,367.09
NE	COLUMBUS CITY	$3,929.00
NE	FALLS CITY	$4,614.21
NE	GOTHENBURG CITY	$1,056.66
NE	HALL COUNTY	$6,278.57
NE	HASTINGS CITY	$6,128.53
NE	KEARNEY CITY	$11,070.41
NE	NEMAHA COUNTY	$2,740.84
NE	NORFOLK CITY	$4,614.21
NE	NORTH PLATTE CITY	$2,586.16
NE	PAPILLION CITY	$3,691.37
NE	PHELPS COUNTY	$1,730.33
NE	PLATTSMOUTH CITY	$1,822.62
NE	RALSTON CITY	$922.85
NE	RICHARDSON COUNTY	$1,990.57

State	Jurisdiction Name	Award Amount
NE	SCOTTS BLUFF COUNTY	$11,622.42
NE	SCOTTSBLUFF CITY	$2,373.55
NE	SOUTH SIOUX CITY	$1,756.63
NE	YORK CITY	$3,512.80
	Totals for NE(23 Jurisdictions):	**$93,607.35**
NH	ALLENSTOWN TOWN	$3,229.95
NH	ALSTEAD TOWN	$1,845.69
NH	ALTON TOWN	$3,356.26
NH	ANTRIM TOWN	$1,889.52
NH	ATKINSON TOWN	$1,186.78
NH	BEDFORD TOWN	$5,075.63
NH	BELMONT TOWN	$2,474.37
NH	CHESHIRE COUNTY	$2,999.25
NH	CHESTER TOWN	$4,001.91
NH	CLAREMONT CITY	$2,304.80
NH	CONCORD CITY	$9,293.94
NH	COOS COUNTY	$8,473.07
NH	DERRY TOWN	$14,233.34
NH	DOVER CITY	$3,116.90
NH	DUNBARTON TOWN	$824.79
NH	EPPING TOWN	$3,146.99
NH	EXETER TOWN	$1,762.98
NH	FARMINGTON TOWN	$1,151.41
NH	FREMONT TOWN	$2,188.87
NH	GILFORD TOWN	$2,768.53
NH	GOFFSTOWN TOWN	$5,253.28
NH	GRAFTON COUNTY	$2,202.96
NH	HAMPTON FALLS TOWN	$1,839.11
NH	HAVERHILL TOWN	$3,847.10
NH	HILLSBORO TOWN	$3,043.08
NH	HOOKSETT TOWN	$5,430.93
NH	HUDSON TOWN	$3,460.66
NH	JAFFREY TOWN	$3,394.22
NH	KEENE CITY	$3,672.91
NH	LACONIA CITY	$4,133.87
NH	LEE TOWN	$2,195.42
NH	MASON TOWN	$692.14
NH	MERRIMACK TOWN	$3,460.66
NH	MILFORD TOWN	$3,362.38
NH	MONT VERNON TOWN	$784.42
NH	NASHUA CITY	$22,172.20
NH	NEWFIELDS TOWN	$1,107.41
NH	NEWMARKET TOWN	$2,891.53
NH	ORFORD TOWN	$461.43
NH	OSSIPEE TOWN	$3,691.35
NH	PIERMONT TOWN	$695.22
NH	PITTSFIELD TOWN	$1,506.52
NH	PLAISTOW TOWN	$3,097.98

State	Jurisdiction Name	Award Amount
NH	PORTSMOUTH CITY	$7,408.23
NH	ROCHESTER CITY	$25,479.85
NH	STRATHAM TOWN	$680.12
NH	TILTON TOWN	$3,894.29
NH	WAKEFIELD TOWN	$1,113.65
NH	WINDHAM TOWN	$6,674.46
	Totals for NH(49 Jurisdictions):	**$202,972.36**
NJ	ABSECON CITY	$8,604.45
NJ	ANDOVER TOWNSHIP	$2,463.99
NJ	ASBURY PARK CITY	$4,856.44
NJ	ATLANTIC CITY	$48,888.46
NJ	ATLANTIC HIGHLANDS BOROUGH	$2,814.93
NJ	BARNEGAT TOWNSHIP	$7,844.16
NJ	BARRINGTON BOROUGH	$1,229.21
NJ	BAYONNE CITY	$32,142.58
NJ	BEACHWOOD BOROUGH	$2,768.53
NJ	BEDMINSTER TOWNSHIP	$2,646.69
NJ	BELLEVILLE TOWNSHIP	$11,952.83
NJ	BERGENFIELD BOROUGH	$8,344.03
NJ	BERKELEY TOWNSHIP	$8,305.58
NJ	BERLIN BOROUGH	$461.43
NJ	BERNARDSVILLE BOROUGH	$2,414.13
NJ	BLOOMFIELD TOWNSHIP	$12,560.80
NJ	BLOOMINGDALE BOROUGH	$4,194.25
NJ	BORDENTOWN CITY	$2,688.56
NJ	BRIDGETON CITY	$3,784.86
NJ	BRIGANTINE CITY	$5,552.84
NJ	BURLINGTON TOWNSHIP	$13,960.01
NJ	BUTLER BOROUGH	$1,833.32
NJ	BRIDGEWATER TOWNSHIP	$13,643.89
NJ	CALDWELL BOROUGH	$1,845.69
NJ	CAPE MAY COUNTY	$17,995.42
NJ	CARLSTADT BOROUGH	$12,153.83
NJ	CARNEYS POINT TOWNSHIP	$4,888.85
NJ	CARTERET BOROUGH	$8,992.39
NJ	CEDAR GROVE TOWNSHIP	$4,146.84
NJ	CHATHAM BOROUGH	$2,027.95
NJ	CHERRY HILL TOWNSHIP	$9,959.91
NJ	CHESTERFIELD TOWNSHIP	$1,453.48
NJ	CINNAMINSON TOWNSHIP	$7,461.18
NJ	CLIFFSIDE PARK BOROUGH	$7,636.52
NJ	CLIFTON CITY	$15,705.57
NJ	CRANFORD TOWNSHIP	$7,186.82
NJ	DEAL BOROUGH	$2,307.11
NJ	DELANCO TOWNSHIP	$4,916.83
NJ	DELAWARE TOWNSHIP	$2,357.87
NJ	DELRAN TOWNSHIP	$3,415.81
NJ	DENVILLE TOWNSHIP	$4,429.64

State	Jurisdiction Name	Award Amount
NJ	DOVER TOWN	$2,229.68
NJ	DUMONT BOROUGH	$11,803.18
NJ	DEPTFORD TOWNSHIP	$8,359.10
NJ	EAST HANOVER TOWNSHIP	$5,503.83
NJ	EAST RUTHERFORD BOROUGH	$13,012.07
NJ	EASTAMPTON TOWNSHIP	$6,161.12
NJ	EDGEWATER BOROUGH	$4,809.86
NJ	EGG HARBOR CITY	$2,189.17
NJ	EGG HARBOR TOWNSHIP	$10,981.82
NJ	ENGLEWOOD CITY	$4,945.89
NJ	EVESHAM TOWNSHIP	$10,782.11
NJ	EAST WINDSOR TOWNSHIP	$10,260.30
NJ	FAIR LAWN BOROUGH	$24,870.22
NJ	FANWOOD BOROUGH	$1,730.33
NJ	FLORENCE TOWNSHIP	$843.01
NJ	FORT LEE BOROUGH	$16,160.67
NJ	FRANKLIN BOROUGH	$1,568.84
NJ	FRANKLIN LAKES BOROUGH	$2,284.04
NJ	FRANKLIN TOWNSHIP	$3,229.95
NJ	FREEHOLD BOROUGH	$3,709.33
NJ	FREEHOLD TOWNSHIP	$2,066.99
NJ	GALLOWAY TOWNSHIP	$15,660.07
NJ	GARFIELD CITY	$11,660.95
NJ	GARWOOD BOROUGH	$922.80
NJ	GLASSBORO BOROUGH	$3,564.20
NJ	GLOUCESTER CITY	$9,020.14
NJ	GLOUCESTER TOWNSHIP	$15,656.94
NJ	GREEN BROOK TOWNSHIP	$5,455.99
NJ	GUTTENBERG TOWN	$4,650.96
NJ	HACKENSACK CITY	$28,238.96
NJ	HACKETTSTOWN TOWN	$2,723.50
NJ	HADDON HEIGHTS BOROUGH	$1,723.24
NJ	HADDON TOWNSHIP	$2,958.67
NJ	HALEDON BOROUGH	$27,037.23
NJ	HARVEY CEDARS BOROUGH	$1,202.69
NJ	HASBROUCK HEIGHTS BOROUGH	$4,997.47
NJ	HAWTHORNE BOROUGH	$6,100.47
NJ	HILLSBOROUGH TOWNSHIP	$1,940.74
NJ	HILLSIDE TOWNSHIP	$8,992.39
NJ	HOBOKEN CITY	$16,660.99
NJ	HOLMDEL TOWNSHIP	$1,845.69
NJ	HOPATCONG BOROUGH	$12,977.96
NJ	HOPEWELL TOWNSHIP	$5,190.99
NJ	HOWELL TOWNSHIP	$7,105.89
NJ	IRVINGTON TOWNSHIP	$5,024.88
NJ	JACKSON TOWNSHIP	$20,905.25
NJ	JEFFERSON TOWNSHIP	$7,613.45
NJ	KEANSBURG BOROUGH	$9,400.07

State	Jurisdiction Name	Award Amount
NJ	KEARNY TOWN	$10,985.33
NJ	KENILWORTH BOROUGH	$3,021.27
NJ	KEYPORT BOROUGH	$4,796.71
NJ	LACEY TOWNSHIP	$4,016.58
NJ	LAWRENCE TOWNSHIP	$11,673.95
NJ	LINDENWOLD BOROUGH	$6,614.77
NJ	LITTLE FALLS TOWNSHIP	$777.59
NJ	LODI BOROUGH	$5,492.67
NJ	LOGAN TOWNSHIP	$6,514.94
NJ	LONG HILL TOWNSHIP	$2,184.56
NJ	MADISON BOROUGH	$6,921.32
NJ	MAGNOLIA BOROUGH	$1,661.12
NJ	MAHWAH TOWNSHIP	$6,644.46
NJ	MANALAPAN TOWNSHIP	$13,182.06
NJ	MANCHESTER TOWNSHIP	$7,922.42
NJ	MANTOLOKING BOROUGH	$1,620.15
NJ	MANTUA TOWNSHIP	$2,872.35
NJ	MANVILLE BOROUGH	$3,326.63
NJ	MAPLEWOOD TOWNSHIP	$7,198.17
NJ	MATAWAN BOROUGH	$2,338.49
NJ	MAYWOOD BOROUGH	$3,557.56
NJ	MEDFORD LAKES BOROUGH	$1,136.95
NJ	MEDFORD TOWNSHIP	$7,606.90
NJ	MENDHAM TOWNSHIP	$1,398.08
NJ	MERCHANTVILLE BOROUGH	$1,267.92
NJ	METUCHEN BOROUGH	$869.31
NJ	MIDDLE TOWNSHIP	$11,283.52
NJ	MIDDLETOWN TOWNSHIP	$27,811.46
NJ	MILLVILLE CITY	$5,970.79
NJ	MONTCLAIR TOWNSHIP	$11,764.91
NJ	MONTGOMERY TOWNSHIP	$15,531.71
NJ	MONTVILLE TOWNSHIP	$5,998.48
NJ	MOORESTOWN TOWNSHIP	$4,277.74
NJ	MORRIS PLAINS BOROUGH	$581.40
NJ	MORRIS TOWNSHIP	$1,614.98
NJ	MOUNT HOLLY TOWNSHIP	$1,651.67
NJ	MOUNT OLIVE TOWNSHIP	$7,958.59
NJ	MULLICA TOWNSHIP	$1,830.55
NJ	NEPTUNE CITY BOROUGH	$1,843.81
NJ	NEPTUNE TOWNSHIP	$14,592.78
NJ	NEW MILFORD BOROUGH	$6,594.52
NJ	NEW PROVIDENCE BOROUGH	$1,999.99
NJ	NEWTON TOWN	$1,845.69
NJ	NORTH ARLINGTON BOROUGH	$2,353.25
NJ	NORTH BERGEN TOWNSHIP	$13,087.98
NJ	NORTH CALDWELL BOROUGH	$2,883.88
NJ	NORTH HALEDON BOROUGH	$1,356.58
NJ	NORTH PLAINFIELD BOROUGH	$1,955.37

State	Jurisdiction Name	Award Amount
NJ	NORWOOD BOROUGH	$1,412.87
NJ	OAKLAND BOROUGH	$898.33
NJ	OAKLYN BOROUGH	$1,287.37
NJ	OCEAN CITY	$2,338.49
NJ	OCEAN TOWNSHIP	$1,247.89
NJ	OLD TAPPAN BOROUGH	$2,205.12
NJ	PALISADES PARK BOROUGH	$4,322.34
NJ	PARAMUS BOROUGH	$14,950.04
NJ	PARK RIDGE BOROUGH	$8,859.28
NJ	PARSIPPANY-TROY HILLS TOWNSHIP	$12,206.20
NJ	PASSAIC CITY	$14,413.31
NJ	PAULSBORO BOROUGH	$3,144.05
NJ	PEQUANNOCK TOWNSHIP	$6,279.02
NJ	PINE HILL BOROUGH	$4,231.71
NJ	PLAINFIELD CITY	$13,071.04
NJ	PLAINSBORO TOWNSHIP	$1,208.55
NJ	POINT PLEASANT BEACH BOROUGH	$2,307.11
NJ	POMPTON LAKES BOROUGH	$3,462.51
NJ	PROSPECT PARK BOROUGH	$5,603.50
NJ	RARITAN BOROUGH	$4,415.66
NJ	RARITAN TOWNSHIP	$4,614.21
NJ	RED BANK BOROUGH	$6,046.46
NJ	RIDGEWOOD VILLAGE	$12,056.93
NJ	RINGWOOD BOROUGH	$5,543.88
NJ	RIVER EDGE BOROUGH	$2,717.77
NJ	RIVER VALE TOWNSHIP	$2,561.67
NJ	RIVERDALE BOROUGH	$4,953.45
NJ	RIVERTON BOROUGH	$993.67
NJ	ROCHELLE PARK TOWNSHIP	$8,204.07
NJ	ROSELAND BOROUGH	$4,042.74
NJ	ROSELLE BOROUGH	$20,185.87
NJ	ROSELLE PARK BOROUGH	$9,020.14
NJ	ROXBURY TOWNSHIP	$5,957.51
NJ	RUNNEMEDE BOROUGH	$1,370.15
NJ	ROBBINSVILLE TOWNSHIP	$2,284.04
NJ	SADDLE BROOK TOWNSHIP	$3,691.37
NJ	SADDLE RIVER BOROUGH	$1,447.02
NJ	SALEM COUNTY	$14,316.51
NJ	SCOTCH PLAINS TOWNSHIP	$5,979.60
NJ	SOMERDALE BOROUGH	$528.97
NJ	SOUTH BRUNSWICK TOWNSHIP	$5,573.97
NJ	SOUTH ORANGE VILLAGE TOWNSHIP	$9,439.82
NJ	SOUTH RIVER BOROUGH	$8,553.09
NJ	SPARTA TOWNSHIP	$5,537.05
NJ	SPRING LAKE HTS BOROUGH	$3,333.77
NJ	STAFFORD TOWNSHIP	$2,930.21
NJ	STANHOPE BOROUGH	$1,384.27
NJ	SUMMIT CITY	$7,333.27

State	Jurisdiction Name	Award Amount
NJ	SPOTSWOOD BOROUGH	$3,300.04
NJ	TENAFLY BOROUGH	$2,495.69
NJ	TRENTON CITY	$40,356.79
NJ	UNION CITY	$7,751.87
NJ	UNION TOWNSHIP	$538.76
NJ	UPPER SADDLE RIVER BOROUGH	$1,367.24
NJ	VERNON TOWNSHIP	$5,669.89
NJ	VINELAND CITY	$37,490.80
NJ	VOORHEES TOWNSHIP	$8,236.37
NJ	WALL TOWNSHIP	$5,661.45
NJ	WALLINGTON BOROUGH	$5,283.53
NJ	WASHINGTON TOWNSHIP (LONG VALLEY)	$6,762.86
NJ	WASHINGTON TOWNSHIP (SEWELL)	$21,046.98
NJ	WATCHUNG BOROUGH	$3,885.17
NJ	WAYNE TOWNSHIP	$13,997.67
NJ	WEEHAWKEN TOWNSHIP	$6,876.53
NJ	WEST MILFORD TOWNSHIP	$16,611.15
NJ	WEST NEW YORK TOWN	$53,436.22
NJ	WEST PATERSON BOROUGH	$4,961.98
NJ	WESTAMPTON TOWNSHIP	$5,842.33
NJ	WESTFIELD TOWN	$6,462.57
NJ	WESTWOOD BOROUGH	$2,776.42
NJ	WHARTON BOROUGH	$2,288.19
NJ	WILDWOOD CITY	$9,553.72
NJ	WILDWOOD CREST BOROUGH	$3,488.35
NJ	WILLINGBORO TOWNSHIP	$7,099.98
NJ	WINSLOW TOWNSHIP	$21,787.93
NJ	WOODCLIFF LAKE BOROUGH	$1,653.59
NJ	WYCKOFF TOWNSHIP	$9,523.73
NJ	WINFIELD TOWNSHIP	$2,178.51
	Totals for NJ(215 Jurisdictions):	**$1,566,815.86**
NM	ALAMOGORDO CITY	$13,473.49
NM	ARTESIA CITY	$11,139.99
NM	AZTEC CITY	$2,768.53
NM	BLOOMFIELD CITY	$869.78
NM	CLOVIS CITY	$7,085.81
NM	CURRY COUNTY	$14,230.22
NM	FARMINGTON CITY	$26,762.41
NM	HOBBS CITY	$14,911.16
NM	LOGAN VILLAGE	$578.17
NM	LOS LUNAS VILLAGE	$11,535.52
NM	LOS ALAMOS COUNTY	$3,691.37
NM	OTERO COUNTY	$21,640.64
NM	RAMAH NAVAJO CHAPTER	$4,205.86
NM	RIO ARRIBA COUNTY	$3,622.16
NM	SANTA FE CITY	$38,110.13
NM	SOCORRO COUNTY	$3,229.95
NM	VALENCIA COUNTY	$10,309.67

State	Jurisdiction Name	Award Amount
	Totals for NM(17 Jurisdictions):	**$188,164.86**
NV	BOULDER CITY	$5,306.34
NV	DOUGLAS COUNTY	$42,035.44
NV	ELKO CITY	$6,459.90
NV	ELKO COUNTY	$12,735.22
NV	FALLON CITY	$3,088.66
NV	LINCOLN COUNTY	$5,195.14
NV	LYON COUNTY	$8,645.25
NV	MINERAL COUNTY	$5,888.73
NV	PYRAMID LAKE PAIUTE TRIBE	$6,091.23
NV	WINNEMUCCA CITY	$8,080.41
	Totals for NV(10 Jurisdictions):	**$103,526.32**
NY	ALBION VILLAGE	$1,873.24
NY	ALLEGANY COUNTY	$6,319.46
NY	ALLEGANY VILLAGE	$2,390.70
NY	AMITYVILLE VILLAGE	$2,030.26
NY	AMSTERDAM CITY	$5,306.55
NY	ARCADE VILLAGE	$1,832.77
NY	AUBURN CITY	$17,061.04
NY	AVON VILLAGE	$1,342.74
NY	BATAVIA CITY	$4,651.13
NY	BATH VILLAGE	$3,259.53
NY	BEACON CITY	$5,202.48
NY	BEDFORD TOWN	$4,986.47
NY	BETHEL TOWN	$3,229.95
NY	BETHLEHEM TOWN	$4,931.67
NY	BINGHAMTON CITY	$13,381.21
NY	BLASDELL VILLAGE	$5,583.20
NY	BRANT TOWN	$5,339.57
NY	BRIGHTON TOWN	$15,452.06
NY	CAIRO TOWN	$5,412.47
NY	CANAJOHARIE VILLAGE	$2,054.28
NY	CANANDAIGUA CITY	$1,363.50
NY	CANTON VILLAGE	$1,111.17
NY	CARMEL TOWN	$5,581.51
NY	CATTARAUGUS COUNTY	$13,559.35
NY	CAYUGA COUNTY	$16,783.08
NY	CHATHAM VILLAGE	$922.85
NY	CHENANGO COUNTY	$4,844.92
NY	CHESTER TOWN	$1,546.61
NY	CHITTENANGO VILLAGE	$2,357.13
NY	CICERO TOWN	$4,250.98
NY	CLARKSTOWN TOWN	$17,826.67
NY	COBLESKILL VILLAGE	$4,691.33
NY	COLONIE TOWN	$16,537.33
NY	COLUMBIA COUNTY	$13,749.88
NY	CORNING CITY	$2,570.52
NY	CORNWALL ON HUDSON VILLAGE	$1,157.73

State	Jurisdiction Name	Award Amount
NY	CORTLAND CITY	$5,555.29
NY	CORTLAND COUNTY	$5,194.40
NY	CROTON ON HUDSON VILLAGE	$4,217.02
NY	DELAWARE COUNTY	$3,253.02
NY	DELHI VILLAGE	$1,900.49
NY	DEPEW VILLAGE	$5,215.28
NY	DOLGEVILLE VILLAGE	$423.86
NY	DUNKIRK CITY	$3,524.52
NY	EAST FISHKILL TOWN	$2,325.01
NY	EAST GREENBUSH TOWN	$7,596.84
NY	EAST HAMPTON TOWN	$6,229.19
NY	ELMIRA HEIGHTS VILLAGE	$659.83
NY	ENDICOTT VILLAGE	$4,230.86
NY	ESSEX COUNTY	$3,134.90
NY	EVANS TOWN	$2,105.93
NY	FALLSBURG TOWN	$4,698.12
NY	FISHKILL TOWN	$6,357.85
NY	FORT PLAIN VILLAGE	$5,208.94
NY	FRANKFORT TOWN	$1,868.76
NY	FRANKLIN COUNTY	$2,768.53
NY	FREEPORT VILLAGE	$5,642.81
NY	FULTON CITY	$7,343.72
NY	GARDEN CITY VILLAGE	$4,992.53
NY	GATES TOWN	$4,119.87
NY	GEDDES TOWN	$1,275.30
NY	GENESEO VILLAGE	$922.85
NY	GLOVERSVILLE CITY	$4,112.79
NY	GOSHEN TOWN	$3,687.50
NY	GOSHEN VILLAGE	$1,430.41
NY	GREECE TOWN	$9,089.07
NY	GREENBURGH TOWN	$11,020.27
NY	GREENE COUNTY	$21,522.52
NY	GUILDERLAND TOWN	$15,428.70
NY	HAMBURG TOWN	$4,614.21
NY	HAMILTON VILLAGE	$5,354.65
NY	HARRIMAN VILLAGE	$899.78
NY	HARRISON TOWN	$6,307.63
NY	HASTINGS ON HUDSON VILLAGE	$1,275.30
NY	HAVERSTRAW TOWN	$11,604.17
NY	HEMPSTEAD VILLAGE	$9,648.31
NY	HERKIMER COUNTY	$2,659.89
NY	HIGHLANDS TOWN	$7,506.93
NY	HOMER VILLAGE	$2,125.49
NY	HOOSICK FALLS VILLAGE	$8,777.93
NY	HORNELL CITY	$3,019.82
NY	HUDSON FALLS VILLAGE	$2,307.11
NY	HYDE PARK TOWN	$1,875.01
NY	ILION VILLAGE	$2,214.82

State	Jurisdiction Name	Award Amount
NY	IRONDEQUOIT TOWN	$5,015.83
NY	IRVINGTON VILLAGE	$1,247.09
NY	JAMESTOWN CITY	$14,477.31
NY	JOHNSON CITY VILLAGE	$5,141.04
NY	JOHNSTOWN CITY	$6,802.79
NY	KENMORE VILLAGE	$6,450.67
NY	KENT TOWN	$6,142.81
NY	KINGSTON CITY	$24,212.14
NY	LACKAWANNA CITY	$5,811.97
NY	LAKE SUCCESS VILLAGE	$3,149.20
NY	LAKEWOOD VILLAGE	$2,827.86
NY	LANCASTER TOWN	$8,501.96
NY	LARCHMONT VILLAGE	$4,700.37
NY	LE ROY VILLAGE	$1,488.83
NY	LEWISBORO TOWN	$4,159.71
NY	LEWISTON VILLAGE	$13,381.21
NY	LIBERTY VILLAGE	$1,874.48
NY	LITTLE FALLS CITY	$3,838.22
NY	LOCKPORT CITY	$2,339.57
NY	LONG BEACH CITY	$2,288.12
NY	MACEDON TOWN	$779.81
NY	MADISON COUNTY	$11,295.59
NY	MAMARONECK TOWN	$6,690.61
NY	MAMARONECK VILLAGE	$20,861.36
NY	MANLIUS TOWN	$5,687.25
NY	MARLBOROUGH TOWN	$4,276.36
NY	MEDINA VILLAGE	$1,211.23
NY	MIDDLETOWN CITY	$6,748.28
NY	MILLBROOK VILLAGE	$3,420.76
NY	MONTGOMERY COUNTY	$2,312.32
NY	MOUNT HOPE TOWN	$1,810.40
NY	NEW CASTLE TOWN	$3,691.37
NY	NEW HARTFORD TOWN	$10,776.95
NY	NEW PALTZ	$2,543.36
NY	NEW ROCHELLE CITY	$28,354.31
NY	NEW WINDSOR TOWN	$3,619.77
NY	NEW YORK MILLS VILLAGE	$1,700.40
NY	NEWBURGH CITY	$4,383.50
NY	NIAGARA TOWN	$6,944.39
NY	NISKAYUNA TOWN	$2,759.81
NY	NORTH CASTLE TOWN	$3,668.30
NY	NORTH GREENBUSH TOWN	$2,768.53
NY	NORTH SALEM TOWN	$1,183.21
NY	NORTH SYRACUSE VILLAGE	$989.09
NY	NORTH TONAWANDA CITY	$6,332.80
NY	NORWICH CITY	$4,250.98
NY	OGDEN TOWN	$2,061.63
NY	OLD BROOKVILLE VILLAGE	$1,372.73

State	Jurisdiction Name	Award Amount
NY	OLD WESTBURY VILLAGE	$3,759.66
NY	ONEIDA CITY	$3,875.94
NY	ONEONTA CITY	$3,691.37
NY	ORANGETOWN TOWN	$10,535.72
NY	ORISKANY VILLAGE	$2,307.11
NY	ORLEANS COUNTY	$8,143.89
NY	PENN YAN VILLAGE	$3,623.87
NY	PERRY VILLAGE	$2,817.37
NY	PIERMONT VILLAGE	$2,307.11
NY	PLATTSBURGH CITY	$3,857.48
NY	PORT CHESTER VILLAGE	$11,329.89
NY	PORT JERVIS CITY	$4,069.74
NY	POUGHKEEPSIE CITY	$8,527.06
NY	POUGHKEEPSIE TOWN	$8,960.34
NY	QUOGUE VILLAGE	$1,873.37
NY	RHINEBECK VILLAGE	$850.20
NY	RIVERHEAD TOWN	$13,700.13
NY	ROCKVILLE CENTRE VILLAGE	$1,845.69
NY	ROME CITY	$9,954.70
NY	ROTTERDAM TOWN	$6,418.37
NY	RYE BROOK VILLAGE	$2,018.72
NY	RYE CITY	$7,869.20
NY	SARATOGA SPRINGS CITY	$2,989.51
NY	SAUGERTIES TOWN	$11,074.10
NY	SCHENECTADY CITY	$19,325.27
NY	SCHOHARIE COUNTY	$7,159.76
NY	SCOTIA VILLAGE	$6,921.32
NY	SENECA COUNTY	$3,460.66
NY	SHERRILL CITY	$1,715.11
NY	SOLVAY VILLAGE	$1,608.46
NY	SOMERS TOWN	$3,084.60
NY	SOUTH GLENS FALLS VILLAGE	$442.22
NY	SOUTHAMPTON TOWNSHIP	$12,906.87
NY	SOUTHOLD TOWN	$7,512.98
NY	SPRING VALLEY VILLAGE	$6,609.91
NY	SPRINGVILLE VILLAGE	$1,145.92
NY	ST JOHNSVILLE VILLAGE	$1,551.33
NY	STEUBEN COUNTY	$8,697.79
NY	STONY POINT TOWN	$4,614.21
NY	SUFFERN VILLAGE	$2,937.74
NY	SULLIVAN COUNTY	$5,075.63
NY	TARRYTOWN VILLAGE	$2,861.09
NY	TIOGA COUNTY	$3,217.84
NY	TONAWANDA CITY	$1,384.24
NY	TONAWANDA TOWN	$8,767.00
NY	TROY CITY	$18,550.23
NY	TUCKAHOE VILLAGE	$3,157.60
NY	TUXEDO PARK VILLAGE	$2,999.24

State	Jurisdiction Name	Award Amount
NY	TUXEDO TOWN	$904.39
NY	TOWN OF ROCHESTER	$3,368.38
NY	ULSTER TOWN	$5,848.79
NY	UTICA CITY	$19,783.42
NY	VERNON VILLAGE	$2,214.82
NY	VESTAL TOWN	$6,861.15
NY	WARREN COUNTY	$11,265.47
NY	WARWICK TOWN	$3,620.79
NY	WASHINGTON COUNTY	$35,760.12
NY	WASHINGTONVILLE VILLAGE	$3,491.58
NY	WATERLOO VILLAGE	$875.74
NY	WATERTOWN CITY	$9,948.24
NY	WATKINS GLEN VILLAGE	$1,811.89
NY	WAYNE COUNTY	$20,271.14
NY	WELLSVILLE VILLAGE	$1,128.72
NY	WESTFIELD VILLAGE	$3,916.66
NY	WESTHAMPTON BEACH VILLAGE	$3,691.37
NY	WHITE PLAINS CITY	$48,506.87
NY	WHITESTOWN TOWN	$2,073.35
NY	WOODBURY TOWN	$1,973.21
NY	WOODSTOCK TOWN	$2,307.11
NY	WYOMING COUNTY	$6,921.32
NY	YATES COUNTY	$9,833.80
NY	YORKVILLE VILLAGE	$7,689.47
	Totals for NY(204 Jurisdictions):	**$1,220,265.01**
OH	ATHENS CITY	$8,074.87
OH	AUSTINTOWN TOWNSHIP	$10,357.77
OH	BEACHWOOD CITY	$4,189.89
OH	BEAVERCREEK CITY	$8,099.00
OH	BEDFORD CITY	$5,099.81
OH	BELLEFONTAINE CITY	$3,077.36
OH	BEXLEY CITY	$4,000.86
OH	BLUE ASH CITY	$1,021.91
OH	BRATENAHL VILLAGE	$2,399.39
OH	BRECKSVILLE CITY	$7,585.90
OH	CANFIELD CITY	$3,649.61
OH	CANTON CITY	$15,886.21
OH	CENTERVILLE CITY	$6,370.43
OH	CHAGRIN FALLS VILLAGE	$3,851.02
OH	CHILLICOTHE CITY	$5,317.85
OH	CLEAR CREEK TOWNSHIP	$3,555.25
OH	COLERAIN TOWNSHIP	$10,501.94
OH	CUYAHOGA METROPOLITAN HOUSING AUTHORITY	$7,856.04
OH	DEER PARK CITY	$1,951.81
OH	DEFIANCE CITY	$4,770.14
OH	DELAWARE CITY	$10,416.58
OH	DELHI TOWNSHIP	$1,845.69
OH	DOYLESTOWN VILLAGE	$2,399.39

State	Jurisdiction Name	Award Amount
OH	EUCLID CITY	$21,375.23
OH	FAIRFIELD CITY	$9,228.42
OH	FOREST PARK CITY	$5,533.51
OH	FOREST VILLAGE	$2,903.73
OH	GALLIA COUNTY	$2,307.11
OH	GATES MILLS VILLAGE	$3,142.28
OH	GERMANTOWN VILLAGE	$9,228.42
OH	GREEN TOWNSHIP	$6,909.32
OH	GROVEPORT VILLAGE	$2,667.02
OH	HAMILTON CITY	$17,303.28
OH	HANCOCK COUNTY	$9,856.78
OH	HIGHLAND HEIGHTS CITY	$8,544.83
OH	HILLIARD CITY	$6,506.04
OH	HOLLAND VILLAGE	$2,537.82
OH	HUBER HEIGHTS CITY	$11,960.03
OH	HURON COUNTY	$3,816.88
OH	LAKEWOOD CITY	$33,528.87
OH	LIMA CITY	$6,668.11
OH	LOGAN COUNTY	$11,379.10
OH	LYNDHURST CITY	$3,687.68
OH	MANSFIELD CITY	$21,225.36
OH	MAPLE HEIGHTS CITY	$6,080.38
OH	MARIEMONT VILLAGE	$1,631.13
OH	MARYSVILLE CITY	$1,907.98
OH	MAYFIELD VILLAGE	$3,054.61
OH	MEDINA CITY	$2,460.74
OH	MENTOR CITY	$16,484.36
OH	MIAMI TOWNSHIP	$4,472.56
OH	MIAMISBURG CITY	$10,374.96
OH	MIDDLETOWN CITY	$32,197.19
OH	MILFORD CITY	$1,655.10
OH	MILTON TOWNSHIP	$3,602.70
OH	MORELAND HILLS VILLAGE	$5,537.05
OH	NEWARK CITY	$3,229.95
OH	NEWTOWN VILLAGE	$2,279.42
OH	NILES CITY	$16,759.55
OH	NORTH OLMSTED CITY	$7,084.66
OH	NORTHFIELD VILLAGE	$3,269.61
OH	NORTON CITY	$5,252.38
OH	NORWOOD CITY	$6,293.78
OH	OAKWOOD CITY	$5,199.89
OH	OAKWOOD VILLAGE	$3,691.37
OH	OTTAWA COUNTY	$6,694.30
OH	OXFORD CITY	$7,844.16
OH	OLMSTED TOWNSHIP	$4,614.21
OH	PARMA HEIGHTS CITY	$6,533.72
OH	PERRYSBURG CITY	$3,960.18
OH	PICKAWAY COUNTY	$12,136.87

State	Jurisdiction Name	Award Amount
OH	PIERCE TOWNSHIP	$4,614.21
OH	PIQUA CITY	$4,925.90
OH	PERRY TOWNSHIP	$5,056.60
OH	RAVENNA CITY	$2,768.50
OH	REYNOLDSBURG CITY	$4,614.21
OH	RICHFIELD VILLAGE	$8,895.97
OH	RICHMOND HEIGHTS CITY	$8,920.84
OH	SANDUSKY CITY	$9,151.02
OH	SANDUSKY COUNTY	$5,537.05
OH	SHAKER HEIGHTS CITY	$5,537.05
OH	SOUTH EUCLID CITY	$4,150.49
OH	SPRINGFIELD CITY	$18,603.50
OH	ST MARYS CITY	$1,839.69
OH	STOW CITY	$6,018.22
OH	STREETSBORO CITY	$2,625.86
OH	STRONGSVILLE CITY	$7,555.77
OH	SUGARCREEK TOWNSHIP	$1,495.37
OH	SYLVANIA CITY	$7,093.10
OH	SYLVANIA TOWNSHIP	$4,429.33
OH	TRENTON CITY	$852.01
OH	TROTWOOD CITY	$8,570.62
OH	TUSCARAWAS COUNTY	$4,060.51
OH	TWINSBURG CITY	$1,807.33
OH	UNION COUNTY	$10,229.15
OH	UNION TOWNSHIP	$1,772.90
OH	UNIVERSITY HEIGHTS CITY	$4,867.18
OH	UPPER ARLINGTON CITY	$4,547.31
OH	VALLEY VIEW VILLAGE	$2,635.83
OH	VERMILION CITY	$5,702.89
OH	WADSWORTH CITY	$4,877.09
OH	WASHINGTON COUNTY	$4,946.44
OH	WEST MILTON VILLAGE	$1,290.17
OH	WESTLAKE CITY	$5,537.05
OH	WORTHINGTON CITY	$5,767.53
OH	XENIA CITY	$2,673.02
OH	YOUNGSTOWN CITY	$18,456.84
	Totals for OH(107 Jurisdictions):	**$719,317.90**
OK	ADA CITY	$2,510.13
OK	ARDMORE CITY	$4,152.79
OK	ATOKA CITY	$8,191.15
OK	BARTLESVILLE CITY	$2,800.83
OK	BIXBY CITY	$7,678.05
OK	CHECOTAH CITY	$6,459.90
OK	CHICKASHA CITY	$3,691.37
OK	CHOCTAW CITY	$550.94
OK	CLAREMORE CITY	$8,074.87
OK	COLLINSVILLE CITY	$1,759.94
OK	EL RENO CITY	$6,028.47

State	Jurisdiction Name	Award Amount
OK	GLENPOOL CITY	$5,197.45
OK	GUTHRIE CITY	$4,270.45
OK	KELLYVILLE TOWN	$4,614.21
OK	KINGFISHER COUNTY	$12,361.80
OK	MEDFORD CITY	$1,100.05
OK	MOORE CITY	$13,898.00
OK	NEWCASTLE CITY	$11,828.07
OK	NOBLE CITY	$2,144.87
OK	OWASSO CITY	$7,198.17
OK	PAYNE COUNTY	$6,805.13
OK	PIEDMONT CITY	$4,495.20
OK	PONCA CITY	$3,304.63
OK	PRYOR CREEK CITY	$11,074.10
OK	ROGERS COUNTY	$11,535.52
OK	SHAWNEE CITY	$8,651.64
OK	STROUD CITY	$678.02
OK	TOWN OF COLCORD	$979.26
OK	WOODWARD CITY	$3,884.25
	Totals for OK(29 Jurisdictions):	**$165,919.26**
OR	ALBANY CITY	$11,138.01
OR	ASHLAND CITY	$7,373.51
OR	ASTORIA CITY	$2,769.14
OR	BAKER CITY	$5,348.79
OR	BEAVERTON CITY	$18,769.22
OR	BENTON COUNTY	$14,565.03
OR	BLACK BUTTE	$899.90
OR	BOARDMAN CITY	$2,767.42
OR	BROOKINGS CITY	$3,994.99
OR	CANBY CITY	$3,427.07
OR	CANNON BEACH CITY	$1,760.72
OR	CENTRAL POINT CITY	$6,229.19
OR	CLATSOP COUNTY	$19,398.14
OR	COLUMBIA COUNTY	$8,748.54
OR	COOS BAY CITY	$3,114.60
OR	COQUILLE CITY	$626.79
OR	CORVALLIS CITY	$12,458.37
OR	COTTAGE GROVE CITY	$3,620.31
OR	EAGLE POINT CITY	$2,630.10
OR	GLADSTONE CITY	$2,380.94
OR	HERMISTON CITY	$4,156.11
OR	HOOD RIVER CITY	$2,718.70
OR	INDEPENDENCE CITY	$1,522.69
OR	JOSEPHINE COUNTY	$11,194.07
OR	JUNCTION CITY	$3,103.06
OR	KLAMATH COUNTY	$4,659.43
OR	KLAMATH FALLS CITY	$2,315.67
OR	LA GRANDE CITY	$4,991.66
OR	LAKE OSWEGO CITY	$4,983.35

State	Jurisdiction Name	Award Amount
OR	LANE COMMUNITY COLLEGE DISTRICT	$2,212.52
OR	LEBANON CITY	$2,227.61
OR	LINCOLN CITY	$2,619.03
OR	LINCOLN COUNTY	$26,699.69
OR	MCMINNVILLE CITY	$10,375.31
OR	MOLALLA CITY	$3,931.31
OR	MYRTLE POINT CITY	$5,537.01
OR	OREGON CITY	$4,381.20
OR	POLK COUNTY	$5,329.42
OR	REDMOND CITY	$4,291.22
OR	REEDSPORT CITY	$680.13
OR	ROSEBURG CITY	$5,606.27
OR	SPRINGFIELD CITY	$15,374.55
OR	ST HELENS CITY	$2,383.24
OR	TILLAMOOK COUNTY	$5,517.91
OR	TOLEDO CITY	$2,506.90
OR	TUALATIN CITY	$4,903.75
OR	WASCO COUNTY	$12,416.84
OR	WINSTON CITY	$2,896.23
OR	WOODBURN CITY	$7,475.02
	Totals for OR(49 Jurisdictions):	**$299,030.68**
PA	ABINGTON TOWNSHIP	$16,874.16
PA	ALTOONA CITY	$13,201.25
PA	AMITY TOWNSHIP	$1,047.43
PA	ARMSTRONG COUNTY	$4,090.02
PA	AVALON BOROUGH	$2,078.71
PA	BALDWIN TOWNSHIP	$1,359.81
PA	BEAVER BOROUGH	$2,768.53
PA	BELL ACRES BOROUGH	$2,009.03
PA	BENSALEM TOWNSHIP	$16,976.41
PA	BETHEL PARK MUNICIPALITY	$5,924.18
PA	BETHLEHEM CITY	$7,382.74
PA	BIRMINGHAM TOWNSHIP	$2,703.81
PA	BLOOMSBURG TOWN	$3,460.66
PA	BONNEAUVILLE BOROUGH	$461.43
PA	BRECKNOCK TOWNSHIP	$748.43
PA	BRISTOL TOWNSHIP	$13,704.10
PA	BROOKHAVEN BOROUGH	$3,052.30
PA	BROOKVILLE BOROUGH	$812.85
PA	BUCKINGHAM TOWNSHIP	$1,135.09
PA	BUFFALO TOWNSHIP	$2,307.11
PA	BUSHKILL TOWNSHIP	$2,842.36
PA	BUTLER CITY	$3,252.10
PA	BUTLER TOWNSHIP	$3,831.64
PA	CAERNARVON TOWNSHIP	$1,571.39
PA	CALN TOWNSHIP	$1,897.21
PA	CARLISLE BOROUGH	$8,053.53
PA	CARNEGIE BOROUGH	$2,962.33

State	Jurisdiction Name	Award Amount
PA	CARROLL TOWNSHIP	$1,276.99
PA	CARROLL VALLEY BOROUGH	$3,691.37
PA	CENTRAL BUCKS REGIONAL POLICE DEPT	$4,092.81
PA	CHAMBERSBURG BOROUGH	$1,005.13
PA	CHIPPEWA TOWNSHIP	$2,556.28
PA	CLARION BOROUGH	$498.34
PA	CLARKS SUMMIT BOROUGH	$356.31
PA	CLAY TOWNSHIP	$3,270.53
PA	CLEARFIELD COUNTY	$10,252.77
PA	CLEONA BOROUGH	$2,307.11
PA	COLLEGEVILLE BOROUGH	$2,138.69
PA	CONEMAUGH TOWNSHIP	$3,229.95
PA	CONEWAGO TOWNSHIP	$1,051.11
PA	CONSHOHOCKEN BOROUGH	$3,756.50
PA	CORAOPOLIS BOROUGH	$5,537.05
PA	CRANBERRY TOWNSHIP	$1,453.48
PA	CRAWFORD COUNTY	$4,391.88
PA	CRESCENT TOWNSHIP	$2,296.50
PA	CUMBERLAND TOWNSHIP	$1,825.85
PA	CUMRU TOWNSHIP	$7,382.74
PA	COLONIAL REGIONAL POLICE DEPARTMENT	$6,910.24
PA	DALLAS BOROUGH	$2,768.53
PA	DANVILLE BOROUGH	$2,318.64
PA	DERRY TOWNSHIP	$7,713.17
PA	DOVER TOWNSHIP	$6,384.92
PA	DOWNINGTOWN BOROUGH	$4,775.71
PA	DOYLESTOWN TOWNSHIP	$2,937.08
PA	DUBLIN BOROUGH	$1,881.22
PA	EAST BRANDYWINE TOWNSHIP POLICE	$2,443.69
PA	EAST COCALICO TOWNSHIP	$3,385.66
PA	EAST FRANKLIN TOWNSHIP	$922.85
PA	EAST HEMPFIELD TOWNSHIP	$4,948.74
PA	EAST MARLBOROUGH TOWNSHIP	$2,351.87
PA	EAST NORRITON TOWNSHIP	$3,348.13
PA	EAST PIKELAND TOWNSHIP	$2,684.51
PA	EAST VINCENT TOWNSHIP	$3,149.20
PA	EAST WHITELAND TOWNSHIP	$4,901.42
PA	EDINBORO BOROUGH	$693.52
PA	ELK COUNTY	$2,467.21
PA	EMMAUS BOROUGH	$2,980.78
PA	EPHRATA BOROUGH	$6,912.09
PA	ERIE CITY	$34,848.81
PA	EAST FALLOWFIELD TOWNSHIP	$1,721.90
PA	FAIRVIEW TOWNSHIP	$4,057.09
PA	FARRELL CITY	$1,661.12
PA	FERGUSON TOWNSHIP	$4,498.86
PA	FINDLAY TOWNSHIP	$6,592.34
PA	FOREST HILLS BOROUGH	$5,075.63

State	Jurisdiction Name	Award Amount
PA	FOX CHAPEL BOROUGH	$5,998.46
PA	FRANKLIN CITY	$2,307.11
PA	FREEDOM TOWNSHIP	$477.57
PA	GETTYSBURG BOROUGH	$1,176.62
PA	GRANVILLE TOWNSHIP	$1,359.81
PA	GROVE CITY BOROUGH	$2,048.33
PA	HAMPDEN TOWNSHIP	$2,387.86
PA	HAMPTON TOWNSHIP	$2,284.04
PA	HANOVER BOROUGH	$5,297.85
PA	HARRISBURG CITY	$15,460.82
PA	HARRISON TOWNSHIP	$4,460.69
PA	HARRISVILLE BOROUGH	$461.43
PA	HATBORO BOROUGH	$3,875.94
PA	HATFIELD TOWNSHIP	$3,303.76
PA	HAVERFORD TOWNSHIP	$12,344.86
PA	HAZLETON AREA SCHOOL DISTRICT	$3,666.31
PA	HELLERTOWN BOROUGH	$3,484.78
PA	HEMLOCK TOWNSHIP	$1,736.70
PA	HERMITAGE CITY	$7,092.04
PA	HILLTOWN TOWNSHIP	$2,296.83
PA	HOPEWELL TOWNSHIP	$922.85
PA	HULMEVILLE BOROUGH	$638.56
PA	HUNTINGDON BOROUGH	$4,808.85
PA	HARRISBURG INTERNATIONAL AIRPORT	$2,031.62
PA	INDIANA COUNTY	$3,840.96
PA	JEFFERSON BOROUGH	$6,488.04
PA	JOHNSTOWN CITY	$16,535.02
PA	JUNIATA COUNTY	$3,334.35
PA	KENNETT SQUARE BOROUGH	$2,168.68
PA	KITTANNING BOROUGH	$5,209.45
PA	LAKE CITY BOROUGH	$1,106.49
PA	LANCASTER CITY	$11,205.15
PA	LANSDALE BOROUGH	$559.38
PA	LATROBE BOROUGH	$2,307.11
PA	LEBANON CITY	$5,509.37
PA	LEECHBURG BOROUGH	$1,107.41
PA	LEET TOWNSHIP	$609.08
PA	LEWISTOWN BOROUGH	$2,180.68
PA	LINCOLN BOROUGH	$922.85
PA	LITITZ BOROUGH	$899.78
PA	LOCK HAVEN CITY	$654.76
PA	LOCUST TOWNSHIP	$2,499.95
PA	LOGAN TOWNSHIP	$4,036.45
PA	LOWER ALLEN TOWNSHIP	$9,774.05
PA	LOWER BURRELL CITY	$7,844.16
PA	LOWER HEIDELBERG TOWNSHIP	$960.93
PA	LOWER MAKEFIELD TOWNSHIP	$11,350.84
PA	LOWER MERION TOWNSHIP	$20,224.41

State	Jurisdiction Name	Award Amount
PA	LOWER MORELAND TOWNSHIP	$4,003.29
PA	LOWER PAXTON TOWNSHIP	$7,320.72
PA	LOWER POTTSGROVE TOWNSHIP	$5,206.35
PA	LOWER PROVIDENCE TOWNSHIP	$5,998.48
PA	LOWER SALFORD TOWNSHIP	$1,401.64
PA	LOWER SOUTHAMPTON TOWNSHIP	$14,021.20
PA	LYCOMING REGIONAL POLICE DEPARTMENT	$1,268.91
PA	MAHONING TOWNSHIP	$1,245.83
PA	MALVERN BOROUGH	$1,013.29
PA	MANHEIM TOWNSHIP	$11,904.66
PA	MANOR TOWNSHIP	$1,302.13
PA	MARCUS HOOK BOROUGH	$1,845.69
PA	MARLBOROUGH TOWNSHIP	$460.04
PA	MARPLE TOWNSHIP	$3,013.32
PA	MARS BOROUGH	$3,691.37
PA	MCCANDLESS TOWN	$2,641.18
PA	MCKEES ROCKS BOROUGH	$1,880.76
PA	MECHANICSBURG BOROUGH	$3,249.86
PA	MIDDLEBURG BOROUGH	$922.85
PA	MIFFLIN COUNTY REGIONAL DISTRICT	$7,792.94
PA	MIFFLINBURG BOROUGH	$1,704.95
PA	MILFORD BOROUGH	$2,032.10
PA	MILLCREEK TOWNSHIP	$12,700.61
PA	MILLERSVILLE BOROUGH	$2,768.53
PA	MILTON BOROUGH	$3,355.64
PA	MOON TOWNSHIP	$860.11
PA	MOORE TOWNSHIP	$3,691.37
PA	MOOSIC BOROUGH	$6,694.10
PA	MORRISVILLE BOROUGH	$3,064.73
PA	MOUNT OLIVER BOROUGH	$604.47
PA	MOUNT UNION BOROUGH	$1,458.09
PA	MUHLENBERG TOWNSHIP	$4,149.08
PA	MOUNT CARMEL BOROUGH	$2,011.80
PA	NANTY GLO BOROUGH	$823.86
PA	NESHANNOCK TOWNSHIP	$921.92
PA	NEW BERLIN BOROUGH	$622.92
PA	NEW BRITAIN TOWNSHIP	$2,372.39
PA	NEW HOPE BOROUGH	$2,404.61
PA	NEW WILMINGTON BOROUGH	$1,384.25
PA	NEWBERRY TOWNSHIP	$7,941.06
PA	NEWTOWN TOWNSHIP	$6,796.42
PA	NORRISTOWN BOROUGH	$5,469.41
PA	NORTH ALLEGHENY SCHOOL DISTRICT	$6,459.88
PA	NORTH COVENTRY TOWNSHIP	$1,269.12
PA	NORTH MIDDLETON TOWNSHIP	$738.28
PA	NORTHAMPTON TOWNSHIP	$14,105.89
PA	NORTHERN CAMBRIA BOROUGH	$461.43
PA	NORTHUMBERLAND COUNTY	$4,429.64

State	Jurisdiction Name	Award Amount
PA	NEW TOWN BOROUGH	$2,768.53
PA	NORTH STRABANE TOWNSHIP	$6,921.13
PA	NORTHWEST REGIONAL POLICE	$1,845.69
PA	O HARA TOWNSHIP	$3,229.95
PA	OIL CITY	$5,847.67
PA	PARKESBURG BOROUGH	$1,972.59
PA	PARKS TOWNSHIP	$1,584.52
PA	PARKSIDE BOROUGH	$2,364.03
PA	PATTON TOWNSHIP	$1,002.20
PA	PENBROOK BOROUGH	$1,661.12
PA	PENN TOWNSHIP	$3,236.87
PA	PENNDEL BOROUGH	$2,567.78
PA	PERRYOPOLIS BOROUGH	$3,229.95
PA	PETERS TOWNSHIP	$2,574.73
PA	PHOENIXVILLE BOROUGH	$5,075.63
PA	PINE TOWNSHIP	$19,368.60
PA	PLUMSTEAD TOWNSHIP	$3,095.17
PA	PLYMOUTH TOWNSHIP	$9,046.37
PA	PORT ALLEGANY BOROUGH	$1,725.72
PA	PUNXSUTAWNEY BOROUGH	$3,488.35
PA	POCONO MOUNTAIN REGIONAL POLICE COMMISSION	$7,567.05
PA	QUAKERTOWN BOROUGH	$2,416.93
PA	RADNOR TOWNSHIP	$478.04
PA	READING CITY	$36,552.84
PA	RIDLEY TOWNSHIP	$6,914.40
PA	ROBINSON TOWNSHIP	$7,044.52
PA	ROCHESTER BOROUGH	$2,768.53
PA	ROCKLEDGE BOROUGH	$842.56
PA	ROSS TOWNSHIP	$10,409.66
PA	ROSTRAVER TOWNSHIP	$4,637.38
PA	RICHLAND TOWNSHIP	$1,845.69
PA	SALEM TOWNSHIP	$1,776.12
PA	SCHUYLKILL TOWNSHIP BOARD OF SUPERVISORS	$3,225.41
PA	SCOTT TOWNSHIP	$7,345.82
PA	SCRANTON CITY	$3,137.67
PA	SEWICKLEY HGTS BOROUGH	$1,361.20
PA	SILVER SPRING TOWNSHIP	$3,322.23
PA	SLATINGTON BOROUGH	$1,208.93
PA	SOLEBURY TOWNSHIP	$466.87
PA	SOUTH ANNVILLE TOWNSHIP	$922.85
PA	SOUTH BEAVER TOWNSHIP	$2,519.95
PA	SOUTH HEIDELBERG TOWNSHIP	$3,684.57
PA	SOUTH PARK TOWNSHIP	$727.20
PA	SOUTH STRABANE TOWNSHIP	$2,560.89
PA	SOUTH WEST GREENSBURG BOROUGH	$1,889.97
PA	SOUTH WHITEHALL TOWNSHIP	$6,394.65
PA	SPRING TOWNSHIP	$7,739.42
PA	SPRINGDALE TOWNSHIP	$1,502.39

State	Jurisdiction Name	Award Amount
PA	SPRINGETTSBURY TOWNSHIP	$4,628.52
PA	SPRINGFIELD TOWNSHIP (SPRINGFIELD)	$2,602.42
PA	SPRINGFIELD TOWNSHIP (WYNDMOOR)	$3,691.37
PA	STONYCREEK TOWNSHIP	$3,229.95
PA	SUGARLOAF TOWNSHIP	$553.71
PA	SUSQUEHANNA TOWNSHIP	$6,527.21
PA	SWATARA TOWNSHIP	$7,648.05
PA	TAMAQUA BOROUGH	$4,290.34
PA	TINICUM TOWNSHIP	$523.75
PA	TITUSVILLE CITY	$3,213.80
PA	TOWAMENCIN TOWNSHIP	$6,216.60
PA	TOWANDA BOROUGH	$1,351.23
PA	TREDYFFRIN TOWNSHIP	$12,947.47
PA	UNION CITY BOROUGH	$461.43
PA	UNION TOWNSHIP	$593.39
PA	UPPER DARBY TOWNSHIP	$14,349.13
PA	UPPER DUBLIN TOWNSHIP	$9,468.36
PA	UPPER GWYNEDD TOWNSHIP	$4,713.42
PA	UPPER MACUNGIE TOWNSHIP	$10,921.84
PA	UPPER MERION TOWNSHIP	$9,911.62
PA	UPPER MORELAND TOWNSHIP	$6,464.51
PA	UPPER POTTSGROVE TOWNSHIP	$1,887.68
PA	UPPER SOUTHAMPTON TOWNSHIP	$2,683.17
PA	UPPER ST CLAIR TOWNSHIP	$1,951.81
PA	UPPER PERK POLICE DISTRICT	$1,549.44
PA	VALLEY TOWNSHIP	$1,913.22
PA	WARMINSTER TOWNSHIP	$6,247.57
PA	WARRINGTON TOWNSHIP	$4,466.29
PA	WASHINGTON TOWNSHIP	$1,498.70
PA	WAYNE COUNTY	$5,246.37
PA	WAYNESBORO BOROUGH	$9,117.68
PA	WEATHERLY BOROUGH	$276.86
PA	WEST BRANDYWINE TOWNSHIP	$1,661.12
PA	WEST CALN TOWNSHIP	$903.28
PA	WEST CHESTER BOROUGH	$6,284.89
PA	WEST EARL TOWNSHIP	$1,808.77
PA	WEST HAZLETON BOROUGH	$1,730.33
PA	WEST LAMPETER TOWNSHIP	$1,109.35
PA	WEST MANCHESTER TOWNSHIP	$4,587.99
PA	WEST MANHEIM TOWNSHIP	$3,025.06
PA	WEST POTTSGROVE TOWNSHIP	$1,375.89
PA	WEST READING BOROUGH	$6,518.96
PA	WEST SADSBURY TOWNSHIP	$2,768.53
PA	WEST SHORE REGIONAL POLICE DEPARTMENT	$2,934.24
PA	WEST VINCENT TOWNSHIP	$1,201.31
PA	WEST WHITELAND TOWNSHIP	$4,152.79
PA	WHITPAIN TOWNSHIP	$4,722.15
PA	WILKES BARRE CITY	$15,999.31

State	Jurisdiction Name	Award Amount
PA	WILKES BARRE TOWNSHIP	$3,277.30
PA	WILLIAMSPORT CITY	$5,602.11
PA	WYOMISSING BOROUGH	$2,076.40
PA	YEADON BOROUGH	$1,532.37
PA	YORK CITY	$13,089.59
	Totals for PA(272 Jurisdictions):	**$1,168,328.13**
PR	MANATI TOWN	$26,277.92
	Totals for PR(1 Jurisdictions):	**$26,277.92**
RI	BRISTOL TOWN	$3,303.78
RI	CENTRAL FALLS CITY	$2,956.79
RI	CRANSTON CITY	$11,512.45
RI	CUMBERLAND TOWN	$7,093.87
RI	EAST GREENWICH TOWN	$11,150.24
RI	EAST PROVIDENCE CITY	$8,236.37
RI	GLOCESTER TOWN	$3,264.56
RI	JAMESTOWN TOWN	$3,241.95
RI	LINCOLN TOWN	$18,012.60
RI	LITTLE COMPTON TOWN	$482.72
RI	MIDDLETOWN TOWN	$8,549.21
RI	NARRAGANSETT TOWN	$3,783.66
RI	NEWPORT CITY	$13,842.63
RI	NORTH KINGSTOWN TOWN	$9,318.67
RI	NORTH PROVIDENCE TOWN	$16,283.64
RI	PAWTUCKET CITY	$18,456.84
RI	PORTSMOUTH TOWN	$5,185.91
RI	SOUTH KINGSTOWN TOWN	$7,779.56
RI	SMITHFIELD	$8,977.15
RI	TIVERTON TOWN	$12,885.87
RI	WARREN TOWN	$12,458.37
RI	WARWICK CITY	$24,954.92
RI	WEST GREENWICH TOWN	$2,814.67
RI	WEST WARWICK TOWN	$12,072.16
RI	WESTERLY TOWN	$8,720.86
RI	WOONSOCKET CITY	$12,901.33
	Totals for RI(26 Jurisdictions):	**$248,240.78**
SC	AIKEN CITY	$12,813.66
SC	BATESBURG-LEESVILLE TOWN	$5,287.45
SC	BEAUFORT CITY	$13,587.82
SC	CHESTER COUNTY	$5,238.16
SC	CHESTERFIELD COUNTY	$19,072.28
SC	CLEMSON CITY	$3,356.38
SC	EDGEFIELD COUNTY	$7,290.45
SC	GEORGETOWN CITY	$2,220.44
SC	GOOSE CREEK CITY	$18,095.50
SC	GREENVILLE CITY	$27,605.15
SC	GREENWOOD CITY	$6,018.71
SC	GREER CITY	$10,178.29
SC	LANCASTER CITY	$9,146.14

State	Jurisdiction Name	Award Amount
SC	LAURENS COUNTY	$29,139.43
SC	LEE COUNTY	$11,074.10
SC	MONCKS CORNER TOWN	$4,380.29
SC	MOUNT PLEASANT TOWN	$12,515.22
SC	MYRTLE BEACH CITY	$108,771.71
SC	NEWBERRY COUNTY	$6,373.15
SC	OCONEE COUNTY	$19,075.14
SC	ROCK HILL CITY	$33,683.58
SC	SUMMERVILLE TOWN	$12,418.06
SC	SUMTER CITY	$9,357.51
SC	SURF SIDE BEACH	$2,302.49
SC	TEGA CAY CITY	$2,705.96
SC	WEST COLUMBIA CITY	$5,166.49
	Totals for SC(26 Jurisdictions):	**$396,873.56**
SD	ABERDEEN CITY	$20,763.91
SD	BENNETT COUNTY	$2,549.95
SD	BROOKINGS CITY	$4,534.85
SD	CANTON CITY	$2,391.48
SD	CHARLES MIX COUNTY	$572.17
SD	CLAY COUNTY	$1,428.79
SD	DAVISON COUNTY	$1,815.70
SD	HOT SPRINGS CITY	$942.64
SD	HURON CITY	$3,806.73
SD	LINCOLN COUNTY	$5,980.02
SD	MINER COUNTY	$1,378.96
SD	RAPID CITY	$12,749.75
SD	ROBERTS COUNTY	$1,218.16
SD	SISSETON CITY	$1,901.04
SD	UNION COUNTY	$3,946.88
SD	VERMILLION CITY	$3,196.29
SD	WATERTOWN CITY	$8,014.88
SD	YANKTON CITY	$3,488.35
SD	YANKTON COUNTY	$8,297.78
	Totals for SD(19 Jurisdictions):	**$88,978.33**
TN	ALCOA CITY	$5,864.66
TN	ANDERSON COUNTY	$7,498.09
TN	BOLIVAR CITY	$1,841.43
TN	BRISTOL CITY	$35,067.99
TN	BROWNSVILLE CITY	$4,572.69
TN	BARTLETT	$10,498.25
TN	CLEVELAND CITY	$18,249.20
TN	COCKE COUNTY	$3,225.34
TN	COLLIERVILLE TOWN	$6,344.54
TN	COLUMBIA CITY	$11,800.84
TN	COVINGTON CITY	$3,085.64
TN	CROSSVILLE CITY	$2,282.88
TN	DAYTON CITY	$5,873.89
TN	DICKSON CITY	$6,817.50

State	Jurisdiction Name	Award Amount
TN	DICKSON COUNTY	$3,691.37
TN	DRESDEN TOWN	$4,609.60
TN	DYERSBURG CITY	$4,839.39
TN	EAST RIDGE CITY	$9,745.21
TN	ELIZABETHTON CITY	$6,503.73
TN	FAIRVIEW CITY	$5,169.90
TN	GALLATIN CITY	$7,844.16
TN	GATLINBURG CITY	$4,748.02
TN	GERMANTOWN CITY	$401.13
TN	GOODLETTSVILLE CITY	$3,193.04
TN	GRAINGER COUNTY	$913.62
TN	GREENE COUNTY	$9,689.84
TN	GRUNDY COUNTY	$3,942.85
TN	HAWKINS COUNTY	$5,476.15
TN	HICKMAN COUNTY	$5,883.12
TN	JEFFERSON CITY	$5,301.73
TN	JEFFERSON COUNTY	$13,150.50
TN	JOHNSON CITY	$10,620.76
TN	KINGSPORT CITY	$23,993.89
TN	LA FOLLETTE CITY	$1,635.74
TN	LAVERGNE CITY	$14,082.57
TN	LAWRENCE COUNTY	$23,071.04
TN	LEBANON CITY	$27,033.26
TN	LENOIR CITY	$5,515.74
TN	LEWISBURG CITY	$2,560.89
TN	MACON COUNTY	$5,329.42
TN	MADISON COUNTY	$16,888.39
TN	MARTIN CITY	$7,843.88
TN	MARYVILLE CITY	$6,044.62
TN	MORRISTOWN CITY	$20,933.74
TN	MOSHEIM TOWN	$1,245.81
TN	MOUNT PLEASANT CITY	$1,504.24
TN	MT CARMEL TOWN	$1,764.94
TN	MT JULIET CITY	$15,503.74
TN	OAK RIDGE CITY	$6,063.07
TN	OLIVER SPRINGS TOWN	$4,591.14
TN	PIPERTON CITY	$1,488.09
TN	PLEASANT VIEW CITY	$2,145.61
TN	PULASKI CITY	$3,610.62
TN	RED BANK CITY	$7,412.73
TN	ROBERTSON COUNTY	$4,983.35
TN	ROANE COUNTY GOVERNMENT	$6,275.25
TN	SEVIERVILLE CITY	$12,054.62
TN	SHELBYVILLE CITY	$5,744.69
TN	SMYRNA TOWN	$5,698.55
TN	SOMERVILLE TOWN	$968.99
TN	SOUTH PITTSBURG CITY	$2,639.01
TN	SWEETWATER CITY	$5,075.63

State	Jurisdiction Name	Award Amount
TN	TAZEWELL TOWN	$5,537.05
TN	TRENTON CITY	$922.85
TN	TULLAHOMA CITY	$3,322.23
TN	WESTMORELAND TOWN	$5,998.48
TN	WHITE COUNTY	$12,901.33
TN	WHITE HOUSE CITY	$2,572.43
	Totals for TN(68 Jurisdictions):	**$503,704.69**
TX	ALAMO HEIGHTS CITY	$3,562.17
TX	ALVIN CITY	$1,234.77
TX	ANNA CITY	$1,822.52
TX	ARCHER COUNTY	$6,025.42
TX	ARGYLE CITY	$2,508.17
TX	ARP CITY	$1,841.07
TX	ATHENS CITY	$6,733.83
TX	BASTROP CITY	$5,537.05
TX	BASTROP COUNTY	$10,552.24
TX	BAY CITY	$8,391.94
TX	BAYTOWN CITY	$17,665.50
TX	BEDFORD TOWN	$12,354.42
TX	BELLMEAD CITY	$1,072.31
TX	BELTON CITY	$4,962.59
TX	BENBROOK CITY	$3,356.82
TX	BEVERLY HILLS CITY	$1,166.02
TX	BIG SPRING CITY	$5,985.79
TX	BORGER CITY	$7,013.60
TX	BOSQUE COUNTY	$9,281.48
TX	BOWIE COUNTY	$326.23
TX	BRENHAM CITY	$7,693.64
TX	BRIDGEPORT CITY	$3,687.68
TX	BROWN COUNTY	$2,076.40
TX	BRYAN CITY	$13,857.39
TX	BUDA CITY	$3,971.44
TX	BRIDGE CITY	$3,946.73
TX	CALVERT CITY	$1,268.91
TX	CANYON CITY	$5,412.33
TX	CARRIZO SPRINGS IND SCH DISTRICT 903	$3,426.05
TX	CEDAR HILL CITY	$14,013.06
TX	CEDAR PARK CITY	$22,810.99
TX	CLAY COUNTY	$2,021.95
TX	CLEBURNE CITY	$2,144.08
TX	COLLEYVILLE CITY	$8,379.33
TX	CONROE IND SCH DIST 902	$17,341.64
TX	COPPELL CITY	$6,852.10
TX	COPPERAS COVE CITY	$6,146.13
TX	CORINTH CITY	$6,344.54
TX	CRANE COUNTY	$1,509.08
TX	CROWLEY CITY	$10,557.24
TX	CRYSTAL CITY	$5,609.13

State	Jurisdiction Name	Award Amount
TX	CITY OF RED OAK	$3,239.18
TX	DAYTON CITY	$1,906.60
TX	DECATUR CITY	$1,793.18
TX	DEER PARK CITY	$9,264.84
TX	DENISON CITY	$13,528.86
TX	DENVER CITY	$1,245.84
TX	DICKINSON CITY	$6,598.32
TX	DUMAS CITY	$4,908.02
TX	DUNCANVILLE CITY	$20,572.11
TX	EARLY CITY	$1,134.18
TX	EL CAMPO CITY	$9,250.95
TX	EULESS CITY	$16,188.49
TX	FAIR OAKS RANCH CITY	$3,963.15
TX	FARMERS BRANCH CITY	$9,412.99
TX	FAYETTE COUNTY	$3,529.87
TX	FLOWER MOUND CITY	$17,995.42
TX	FOREST HILL CITY	$5,388.43
TX	FORNEY CITY	$17,072.57
TX	FRIENDSWOOD CITY	$6,229.19
TX	FULSHEAR CITY	$5,029.49
TX	GAINESVILLE CITY	$10,417.20
TX	GRAPEVINE CITY	$15,427.78
TX	GUN BARREL CITY	$2,399.39
TX	HALTOM CITY	$11,505.99
TX	HARKER HEIGHTS CITY	$12,821.74
TX	HARLINGEN CITY	$25,959.54
TX	HEARNE CITY	$1,760.23
TX	HEATH CITY	$6,704.98
TX	HENDERSON COUNTY	$11,743.16
TX	HEREFORD CITY	$6,872.41
TX	HEWITT CITY	$3,266.86
TX	HICKORY CREEK TOWN	$2,307.11
TX	HIGHLAND PARK CITY	$4,448.10
TX	HIGHLAND VILLAGE CITY	$2,685.47
TX	HILL COUNTY	$11,752.02
TX	HOLLYWOOD PARK TOWN	$3,585.24
TX	HOOD COUNTY	$6,921.32
TX	HOWARD COUNTY	$2,832.95
TX	HUNTSVILLE CITY	$12,919.79
TX	INGLESIDE CITY	$5,702.24
TX	JACINTO CITY	$861.94
TX	JACKSBORO CITY	$3,691.37
TX	JACKSON COUNTY	$2,214.82
TX	JASPER CITY	$2,724.23
TX	JASPER IND SCH DIST 904	$1,863.55
TX	KAUFMAN ISD POLICE DEPT	$1,753.40
TX	KELLER CITY	$12,352.24
TX	KILGORE CITY	$7,220.32

State	Jurisdiction Name	Award Amount
TX	KINGSVILLE CITY	$7,166.79
TX	KLEBERG COUNTY	$10,235.22
TX	KYLE CITY	$9,340.98
TX	LA PORTE CITY	$5,017.15
TX	LAKE WORTH CITY	$6,867.34
TX	LAMB COUNTY	$6,456.20
TX	LEANDER CITY	$8,767.00
TX	LEON VALLEY CITY	$5,638.57
TX	LEVELLAND CITY	$9,597.56
TX	LIBERTY HILL CITY	$3,163.51
TX	LINDEN TOWN	$1,243.68
TX	LITTLE ELM TOWN	$29,381.07
TX	LIVE OAK CITY	$7,652.21
TX	LOCKHART CITY	$1,432.96
TX	LONGVIEW CITY	$19,282.78
TX	LUFKIN CITY	$5,200.72
TX	LYTLE CITY	$1,263.84
TX	MANOR CITY	$9,113.41
TX	MANSFIELD CITY	$20,763.94
TX	MARSHALL CITY	$8,626.17
TX	MELISSA CITY	$3,416.92
TX	MINERAL WELLS CITY	$7,613.45
TX	MISSION CITY	$26,377.68
TX	MONT BELVIEU TOWN	$7,139.11
TX	MONTGOMERY CITY	$2,134.08
TX	MULESHOE CITY	$1,918.59
TX	NACOGDOCHES CITY	$12,451.45
TX	NACOGDOCHES COUNTY	$5,979.88
TX	NAVASOTA CITY	$4,024.49
TX	NEDERLAND CITY	$4,429.64
TX	NORTH RICHLAND HILLS CITY	$13,842.63
TX	OAK RIDGE NORTH CITY	$2,134.57
TX	OLNEY CITY	$5,167.92
TX	ORANGE CITY	$6,229.19
TX	ORANGE COUNTY	$13,381.21
TX	PALMHURST CITY	$3,253.02
TX	PALMVIEW CITY	$4,922.81
TX	PALO PINTO COUNTY	$554.86
TX	PANTEGO TOWN	$1,199.70
TX	PECAN HILL CITY	$1,845.69
TX	PFLUGERVILLE CITY	$9,689.84
TX	PHARR CITY	$15,389.53
TX	PLAINVIEW CITY	$5,537.05
TX	PORT ARANSAS CITY	$1,774.37
TX	PORT ARTHUR CITY	$18,411.19
TX	PORT LAVACA CITY	$2,475.74
TX	PORT NECHES CITY	$1,107.41
TX	RANCHO VIEJO TOWN	$5,567.97

State	Jurisdiction Name	Award Amount
TX	RHOME CITY	$3,029.74
TX	RICHLAND HILLS CITY	$3,557.56
TX	RIO GRANDE CITY	$14,767.99
TX	ROANOKE CITY	$7,667.93
TX	ROBINSON CITY	$3,182.15
TX	ROBSTOWN CITY	$1,286.45
TX	ROCKDALE CITY	$3,086.15
TX	ROCKPORT CITY	$4,072.97
TX	ROCKWALL CITY	$18,076.64
TX	ROSENBERG CITY	$18,041.56
TX	ROWLETT CITY	$16,832.64
TX	SACHSE CITY	$5,060.83
TX	SAN JUAN CITY	$6,768.72
TX	SAN MARCOS CITY	$29,392.01
TX	SCHERTZ CITY	$9,505.27
TX	SEAGOVILLE CITY	$4,037.44
TX	SEGUIN CITY	$6,358.11
TX	SELMA CITY	$4,156.30
TX	SHALLOWATER CITY	$3,449.40
TX	SHELBY COUNTY	$8,739.46
TX	SHERMAN CITY	$7,720.22
TX	SINTON CITY	$2,033.72
TX	SOUR LAKE CITY	$2,949.41
TX	SOUTHLAKE CITY	$20,085.56
TX	SOUTHSIDE PLACE CITY	$1,380.64
TX	STARR COUNTY	$10,606.68
TX	SULPHUR SPRINGS CITY	$1,130.49
TX	SANGER INDEPENDENT SCHOOL DISTRICT	$904.78
TX	SULLIVAN CITY	$599.85
TX	TAYLOR CITY	$6,616.78
TX	TERRELL CITY	$6,219.57
TX	TEXARKANA CITY	$25,401.22
TX	THE COLONY CITY	$13,854.74
TX	TROUP CITY	$2,674.34
TX	UVALDE CITY	$5,101.70
TX	VAL VERDE COUNTY	$2,953.10
TX	VAN ALSTYNE TOWN	$2,307.11
TX	VERNON CITY	$8,995.70
TX	VICTORIA COUNTY	$12,822.70
TX	WALKER COUNTY	$1,633.60
TX	WATAUGA CITY	$4,152.79
TX	WEATHERFORD CITY	$9,649.10
TX	WESLACO CITY	$8,766.54
TX	WESTWORTH VILLAGE	$3,145.23
TX	WHARTON COUNTY	$5,020.26
TX	WISE COUNTY	$29,663.36
TX	WOODWAY CITY	$1,882.60
TX	WYLIE CITY	$16,507.33

State	Jurisdiction Name	Award Amount
	Totals for TX(185 Jurisdictions):	**$1,363,460.38**
UT	BRIGHAM CITY	$12,181.51
UT	CARBON COUNTY	$12,271.49
UT	CENTERVILLE CITY	$991.14
UT	CLEARFIELD CITY	$6,824.42
UT	CLINTON CITY	$4,983.35
UT	DUCHESNE COUNTY	$14,879.20
UT	EMERY COUNTY	$12,458.37
UT	FARMINGTON CITY	$10,589.61
UT	GRANTSVILLE CITY	$831.95
UT	HEBER CITY	$5,606.27
UT	HURRICANE CITY	$6,442.36
UT	IRON COUNTY	$13,081.28
UT	LOGAN CITY	$11,018.73
UT	NEPHI CITY	$633.90
UT	NORTH SALT LAKE CITY	$5,258.36
UT	OGDEN CITY	$24,563.74
UT	OREM CITY	$18,687.55
UT	PAROWAN CITY	$1,665.13
UT	PLEASANT GROVE CITY	$11,766.24
UT	ROY CITY	$6,071.38
UT	SARATOGA SPRINGS TOWN	$4,166.63
UT	SOUTH SALT LAKE CITY	$11,524.27
UT	SPANISH FORK CITY	$1,897.66
UT	SPRINGVILLE CITY	$4,392.73
UT	SUMMIT COUNTY	$18,447.61
UT	SYRACUSE CITY	$4,682.27
UT	TOOELE CITY	$2,318.64
UT	TOOELE COUNTY	$9,136.14
UT	UINTAH COUNTY	$17,108.10
UT	WASATCH COUNTY	$9,966.69
UT	WASHINGTON CITY	$2,629.97
UT	WEST BOUNTIFUL CITY	$3,114.60
UT	WILLARD CITY	$1,335.62
	Totals for UT(33 Jurisdictions):	**$271,526.91**
VA	ALTAVISTA TOWN	$2,078.06
VA	AMHERST COUNTY	$6,921.32
VA	ASHLAND TOWN	$5,537.05
VA	BEDFORD COUNTY	$21,299.19
VA	BLACKSTONE TOWN	$1,483.80
VA	BOTETOURT COUNTY	$5,537.05
VA	BRISTOL CITY	$8,729.35
VA	BUCKINGHAM COUNTY	$2,491.68
VA	BUENA VISTA CITY	$7,019.00
VA	CAMPBELL COUNTY	$4,911.83
VA	CAROLINE COUNTY	$8,297.27
VA	CHILHOWIE TOWN	$382.29
VA	CHRISTIANSBURG TOWN	$6,229.19

State	Jurisdiction Name	Award Amount
VA	COLONIAL HEIGHTS CITY	$11,535.52
VA	COVINGTON CITY	$2,768.53
VA	CULPEPER COUNTY	$7,486.56
VA	CUMBERLAND COUNTY	$922.85
VA	DANVILLE CITY	$25,562.94
VA	DICKENSON COUNTY	$7,648.05
VA	DINWIDDIE COUNTY	$5,537.05
VA	ELKTON TOWN	$1,349.66
VA	EMPORIA CITY	$2,754.69
VA	FAUQUIER COUNTY	$14,854.06
VA	FLUVANNA COUNTY	$7,726.50
VA	FRANKLIN COUNTY	$9,228.42
VA	FREDERICK COUNTY	$17,310.90
VA	FREDERICKSBURG CITY	$18,858.18
VA	FRONT ROYAL TOWN	$3,183.69
VA	GALAX CITY	$4,614.21
VA	GLOUCESTER COUNTY	$3,345.97
VA	GORDONSVILLE TOWN	$3,488.35
VA	GRAYSON COUNTY	$1,401.57
VA	GREENSVILLE COUNTY	$3,081.96
VA	HARRISONBURG CITY	$29,106.43
VA	HENRY COUNTY	$18,573.93
VA	HERNDON TOWN	$4,914.14
VA	JAMES CITY COUNTY	$16,881.08
VA	KING AND QUEEN COUNTY	$2,688.59
VA	KING GEORGE COUNTY	$10,271.23
VA	LANCASTER COUNTY	$3,783.66
VA	LEESBURG TOWN	$6,129.98
VA	LEXINGTON CITY	$1,937.97
VA	LOUISA COUNTY	$13,316.63
VA	LURAY TOWN	$2,406.31
VA	LYNCHBURG CITY	$43,846.88
VA	MANASSAS CITY	$22,974.15
VA	MARION TOWN	$1,301.21
VA	MIDDLETOWN TOWN	$417.59
VA	NEW KENT COUNTY	$5,293.42
VA	NORTON CITY	$7,654.98
VA	NOTTOWAY COUNTY	$3,599.09
VA	ORANGE COUNTY	$10,220.11
VA	PAGE COUNTY	$11,527.22
VA	PAMUNKEY REGIONAL JAIL AUTHORITY	$2,707.14
VA	PITTSYLVANIA COUNTY	$11,535.52
VA	POQUOSON CITY	$4,525.77
VA	PORTSMOUTH CITY	$50,294.87
VA	PRINCE GEORGE COUNTY	$20,302.52
VA	PURCELLVILLE TOWN	$3,147.82
VA	RAPPAHANNOCK COUNTY	$6,090.76
VA	ROANOKE CITY	$24,778.30

State	Jurisdiction Name	Award Amount
VA	ROANOKE COUNTY	$44,495.46
VA	SALEM CITY	$15,110.07
VA	SOUTH BOSTON TOWN	$9,966.69
VA	STANLEY TOWN	$3,663.69
VA	TAZEWELL COUNTY	$13,393.20
VA	TOWN OF DAYTON	$1,317.36
VA	VINTON TOWN	$8,294.51
VA	WARREN COUNTY	$14,767.78
VA	WESTMORELAND COUNTY	$2,422.44
VA	WILLIAMSBURG CITY	$4,625.75
VA	WISE COUNTY	$9,689.84
VA	WOODSTOCK TOWN	$2,111.01
VA	YORK COUNTY	$18,442.07
	Totals for VA(74 Jurisdictions):	**$722,103.91**
VT	BARRE CITY	$3,176.55
VT	BENNINGTON COUNTY	$968.99
VT	BRANDON TOWN	$875.78
VT	BRATTLEBORO TOWN	$2,434.46
VT	BURLINGTON CITY	$4,637.28
VT	DOVER TOWN	$2,471.37
VT	ESSEX JUNCTION VILLAGE	$3,709.83
VT	FAIR HAVEN TOWN	$5,387.09
VT	FAIRLEE TOWN	$382.97
VT	GRAND ISLE COUNTY	$1,010.50
VT	HARDWICK TOWN	$1,107.41
VT	HARTFORD TOWN	$6,116.15
VT	MIDDLEBURY TOWN	$3,344.38
VT	MILTON TOWN	$3,676.97
VT	MONTPELIER CITY	$2,768.53
VT	RUTLAND CITY	$1,004.11
VT	SHELBURNE TOWN	$1,841.07
VT	SOUTH BURLINGTON CITY	$5,155.87
VT	SPRINGFIELD TOWN	$1,416.44
VT	ST ALBANS CITY	$3,691.37
VT	STOWE TOWN	$2,396.16
VT	SWANTON VILLAGE	$1,116.64
VT	WASHINGTON COUNTY	$2,353.25
VT	WILMINGTON TOWN	$1,326.13
VT	WINHALL TOWN	$4,713.42
	Totals for VT(25 Jurisdictions):	**$67,082.72**
WA	ABERDEEN CITY	$3,775.59
WA	AIRWAY HEIGHTS CITY	$4,152.79
WA	ARLINGTON CITY	$3,233.25
WA	ASOTIN COUNTY	$8,419.55
WA	AUBURN CITY	$13,041.36
WA	BAINBRIDGE ISLAND CITY	$3,631.52
WA	BATTLE GROUND CITY	$4,592.99
WA	BELLINGHAM CITY	$19,329.83

State	Jurisdiction Name	Award Amount
WA	BLACK DIAMOND TOWN	$2,123.78
WA	BONNEY LAKE CITY	$2,545.59
WA	BREMERTON CITY	$8,222.63
WA	BURLINGTON CITY	$8,419.73
WA	CASTLE ROCK CITY	$1,831.53
WA	CENTRALIA CITY	$8,905.43
WA	CHEHALIS CITY	$2,751.42
WA	CLALLAM COUNTY	$15,008.94
WA	CLARKSTON CITY	$1,807.83
WA	COLLEGE PLACE CITY	$3,245.90
WA	DES MOINES CITY	$5,689.23
WA	DOUGLAS COUNTY	$5,180.91
WA	EAST WENATCHEE CITY	$7,856.69
WA	EDMONDS CITY	$5,168.67
WA	ELLENSBURG CITY	$6,739.17
WA	ELMA CITY	$1,367.79
WA	ENUMCLAW CITY	$6,342.06
WA	EPHRATA CITY	$4,394.76
WA	FIFE CITY	$11,887.77
WA	FIRCREST CITY	$1,102.86
WA	FRANKLIN COUNTY	$1,959.30
WA	GRANDVIEW CITY	$8,037.96
WA	GRAYS HARBOR COUNTY	$13,568.64
WA	ISLAND COUNTY	$11,618.58
WA	JEFFERSON COUNTY	$8,019.32
WA	KALAMA CITY	$1,344.95
WA	KELSO CITY	$6,735.83
WA	KIRKLAND CITY	$18,529.24
WA	KITTITAS COUNTY	$26,660.69
WA	LACEY CITY	$3,039.50
WA	LAKE FOREST PARK CITY	$3,627.23
WA	LAKEWOOD CITY	$16,992.71
WA	LEWIS COUNTY	$7,378.68
WA	LYNNWOOD CITY	$21,509.23
WA	MARYSVILLE CITY	$9,937.99
WA	MASON COUNTY	$7,945.67
WA	MEDINA CITY	$918.32
WA	MILL CREEK CITY	$3,204.57
WA	MONROE CITY	$4,252.32
WA	MOSES LAKE CITY	$19,026.75
WA	MOXEE CITY	$4,361.63
WA	MUKILTEO CITY	$8,163.97
WA	NORMANDY PARK CITY	$1,753.40
WA	OAK HARBOR CITY	$4,143.76
WA	OKANOGAN COUNTY	$18,723.56
WA	OLYMPIA CITY	$5,899.70
WA	OTHELLO CITY	$1,536.54
WA	PASCO CITY	$14,338.19

State	Jurisdiction Name	Award Amount
WA	PEND OREILLE COUNTY	$6,343.62
WA	PORT ANGELES CITY	$4,748.51
WA	PULLMAN CITY	$1,272.60
WA	RIDGEFIELD CITY	$4,149.10
WA	SKAMANIA COUNTY	$12,733.31
WA	STEILACOOM TOWN	$2,804.84
WA	STEVENS COUNTY	$4,820.29
WA	SUMNER CITY	$3,885.17
WA	SUNNYSIDE CITY	$5,143.74
WA	TOPPENISH CITY	$2,238.54
WA	TUKWILA CITY	$24,455.31
WA	WAHKIAKUM COUNTY	$2,118.85
WA	WALLA WALLA CITY	$5,952.84
WA	WENATCHEE CITY	$11,590.60
WA	WEST RICHLAND CITY	$2,723.44
WA	YAKIMA CITY	$36,793.70
WA	ZILLAH CITY	$2,687.78
	Totals for WA(73 Jurisdictions):	**$558,460.04**
WI	ADAMS COUNTY	$7,170.48
WI	ALTOONA CITY	$2,768.53
WI	ANTIGO CITY	$313.03
WI	APPLETON CITY	$9,805.20
WI	ARCADIA CITY	$1,466.73
WI	ASHLAND CITY	$5,430.00
WI	ASHLAND COUNTY	$11,012.27
WI	ATHENS VILLAGE	$426.82
WI	BANGOR VILLAGE	$484.95
WI	BARABOO CITY	$3,322.23
WI	BARRON CITY	$862.86
WI	BARRON COUNTY	$1,845.69
WI	BAYFIELD COUNTY	$3,691.37
WI	BAYSIDE VILLAGE	$2,018.72
WI	BEAVER DAM CITY	$9,631.70
WI	BELLEVILLE VILLAGE	$3,229.94
WI	BELMONT VILLAGE	$622.92
WI	BELOIT CITY	$8,918.27
WI	BELOIT TOWN	$2,390.16
WI	BERLIN CITY	$1,823.23
WI	BLACK RIVER FALLS CITY	$3,389.14
WI	BOSCOBEL CITY	$1,115.72
WI	BROOKFIELD TOWN	$1,384.27
WI	BROWN DEER VILLAGE	$2,477.83
WI	BURLINGTON CITY	$5,490.91
WI	BUTLER VILLAGE	$1,103.72
WI	BENTON CITY	$461.43
WI	CALUMET COUNTY	$4,670.51
WI	CAMPBELL TOWN	$2,390.16
WI	CEDARBURG CITY	$1,959.71

State	Jurisdiction Name	Award Amount
WI	CHENEQUA VILLAGE	$4,450.41
WI	CHIPPEWA COUNTY	$11,886.20
WI	CHIPPEWA FALLS CITY	$3,488.35
WI	CLINTONVILLE CITY	$1,418.87
WI	COLUMBIA COUNTY	$4,005.14
WI	CORNELL CITY	$1,384.27
WI	COTTAGE GROVE VILLAGE	$3,112.13
WI	CRANDON CITY	$686.12
WI	CRAWFORD COUNTY	$6,372.23
WI	CROSS PLAINS VILLAGE	$3,047.69
WI	CUBA CITY	$485.42
WI	CUDAHY CITY	$3,352.62
WI	CUMBERLAND CITY	$902.01
WI	DARLINGTON CITY	$381.14
WI	DE FOREST VILLAGE	$2,868.20
WI	DELAFIELD CITY	$1,767.25
WI	DELAVAN TOWN	$3,197.65
WI	DODGE COUNTY	$6,090.76
WI	DODGEVILLE CITY	$2,390.16
WI	DOOR COUNTY	$3,490.40
WI	DOUGLAS COUNTY	$2,842.34
WI	DUNN COUNTY	$7,530.39
WI	DURAND CITY	$3,228.10
WI	EAST TROY TOWN	$2,311.72
WI	EAU CLAIRE CITY	$12,548.34
WI	EDGERTON CITY	$2,200.98
WI	ELM GROVE VILLAGE	$1,961.04
WI	FITCHBURG CITY	$4,477.12
WI	FOND DU LAC CITY	$6,359.77
WI	FOREST COUNTY	$6,967.46
WI	FORT ATKINSON CITY	$3,353.61
WI	FOX POINT VILLAGE	$1,845.69
WI	FRANKLIN CITY	$3,691.37
WI	GLENDALE CITY	$7,360.59
WI	GRAFTON VILLAGE	$2,756.99
WI	GRAND CHUTE TOWN	$7,814.17
WI	GRAND RAPIDS TOWN	$1,125.87
WI	GRANT COUNTY	$1,839.38
WI	GREEN COUNTY	$2,882.50
WI	GREENFIELD CITY	$4,844.92
WI	GREENWOOD CITY	$1,384.27
WI	HALES CORNERS VILLAGE	$2,422.46
WI	HARTFORD CITY	$2,041.48
WI	HARTLAND VILLAGE	$1,684.11
WI	HAYWARD CITY	$807.49
WI	HIGHLAND VILLAGE	$614.15
WI	HILLSBORO CITY	$1,772.78
WI	HOLMEN VILLAGE	$3,831.18

State	Jurisdiction Name	Award Amount
WI	HORICON CITY	$1,219.08
WI	HORTONVILLE VILLAGE	$2,205.60
WI	HUDSON CITY	$1,663.89
WI	HURLEY CITY	$1,405.03
WI	IOWA COUNTY	$922.85
WI	IRON COUNTY	$4,485.02
WI	JACKSON COUNTY	$2,676.25
WI	JACKSON VILLAGE	$2,307.11
WI	JANESVILLE CITY	$9,269.89
WI	JEFFERSON COUNTY	$15,270.73
WI	JUNEAU COUNTY	$3,669.22
WI	KAUKAUNA CITY	$2,832.54
WI	KENOSHA CITY	$11,550.71
WI	KEWASKUM VILLAGE	$2,653.17
WI	KEWAUNEE CITY	$2,466.27
WI	KIEL CITY	$3,432.98
WI	KRONEWETTER TOWN	$922.85
WI	LA CROSSE CITY	$8,305.58
WI	LADYSMITH CITY	$1,199.70
WI	LAKE DELTON VILLAGE	$1,993.34
WI	LAKE GENEVA CITY	$2,834.97
WI	LAKE HALLIE VILLAGE	$2,741.30
WI	LAKE MILLS CITY	$1,384.27
WI	LANCASTER CITY	$862.86
WI	LANGLADE COUNTY	$3,539.78
WI	LINCOLN COUNTY	$5,075.63
WI	LINN TOWN	$624.77
WI	LITTLE CHUTE VILLAGE	$2,883.88
WI	LUXEMBURG VILLAGE	$1,525.00
WI	MANITOWOC CITY	$5,038.72
WI	MANITOWOC COUNTY	$5,133.31
WI	MARINETTE CITY	$1,661.12
WI	MARINETTE COUNTY	$5,998.48
WI	MARQUETTE COUNTY	$6,714.60
WI	MARSHALL VILLAGE	$1,688.81
WI	MARSHFIELD CITY	$5,307.97
WI	MAYVILLE CITY	$1,824.00
WI	MCFARLAND VILLAGE	$3,045.38
WI	MELROSE VILLAGE	$380.68
WI	MENASHA CITY	$3,907.78
WI	MENOMONEE FALLS VILLAGE	$4,268.15
WI	MENOMONIE CITY	$4,761.87
WI	MEQUON CITY	$5,513.49
WI	MERRILL CITY	$3,491.29
WI	MIDDLETON CITY	$10,038.68
WI	MILTON CITY	$1,183.22
WI	MINERAL POINT CITY	$4,613.75
WI	MINOCQUA TOWN	$2,219.44

State	Jurisdiction Name	Award Amount
WI	MONONA CITY	$3,824.26
WI	MONROE CITY	$2,394.78
WI	MONROE COUNTY	$7,764.33
WI	MOUNT HOREB VILLAGE	$2,868.20
WI	MOUNT PLEASANT TOWN	$5,899.73
WI	MUKWONAGO TOWN	$1,707.26
WI	NEENAH CITY	$2,117.48
WI	NEW BERLIN CITY	$6,459.90
WI	NEW HOLSTEIN CITY	$1,292.10
WI	NEW LONDON CITY	$2,596.88
WI	NEW RICHMOND CITY	$1,507.61
WI	NEWBURG VILLAGE	$984.67
WI	NIAGARA CITY	$331.72
WI	NORWALK VILLAGE	$913.62
WI	NORWAY TOWN	$1,233.49
WI	OAK CREEK CITY	$5,917.66
WI	OCONOMOWOC CITY	$1,038.20
WI	OCONOMOWOC TOWN	$485.42
WI	OCONTO CITY	$1,993.34
WI	OCONTO COUNTY	$2,989.90
WI	ONALASKA CITY	$5,664.41
WI	ONEIDA COUNTY	$4,305.06
WI	OREGON VILLAGE	$4,780.32
WI	OSHKOSH CITY	$12,043.09
WI	OSSEO CITY	$3,691.37
WI	PEWAUKEE VILLAGE	$2,325.57
WI	PIERCE COUNTY	$3,896.70
WI	PLATTEVILLE CITY	$2,445.54
WI	PLEASANT PRARIE VILLAGE	$11,275.97
WI	PLOVER VILLAGE	$3,476.81
WI	PLYMOUTH CITY	$2,071.78
WI	POLK COUNTY	$9,745.21
WI	PORTAGE CITY	$2,286.81
WI	PORTAGE COUNTY	$4,076.66
WI	REDGRANITE VILLAGE	$721.97
WI	REEDSBURG CITY	$3,346.23
WI	RHINELANDER CITY	$2,768.41
WI	RICE LAKE CITY	$1,669.81
WI	RICHLAND COUNTY	$3,047.69
WI	RIPON CITY	$1,912.13
WI	RIVER FALLS CITY	$5,075.63
WI	RIVER HILLS VILLAGE	$669.07
WI	ROME TOWN	$1,372.73
WI	ROTHSCHILD VILLAGE	$3,459.43
WI	RUSK COUNTY	$830.56
WI	SAUK COUNTY	$5,258.36
WI	SAWYER COUNTY	$1,617.28
WI	SHARON VILLAGE	$2,085.62

State	Jurisdiction Name	Award Amount
WI	SHAWANO CITY	$542.63
WI	SHAWANO COUNTY	$3,322.23
WI	SHEBOYGAN FALLS CITY	$1,647.16
WI	SHOREWOOD VILLAGE	$2,307.11
WI	SIREN VILLAGE	$613.69
WI	SLINGER VILLAGE	$1,952.74
WI	SOMERSET VILLAGE	$746.26
WI	SOUTH MILWAUKEE CITY	$2,307.11
WI	SPARTA CITY	$2,768.53
WI	SPRING VALLEY VILLAGE	$571.71
WI	ST CROIX COUNTY	$20,655.51
WI	SUN PRAIRIE CITY	$17,072.57
WI	SUPERIOR CITY	$10,797.25
WI	SUMMIT VILLAGE	$1,578.06
WI	TAYLOR COUNTY	$2,720.08
WI	TREMPEALEAU COUNTY	$3,765.20
WI	TWIN LAKES VILLAGE	$2,307.11
WI	VERONA CITY	$2,962.33
WI	WALWORTH VILLAGE	$1,315.03
WI	WATERLOO CITY	$478.04
WI	WAUKESHA CITY	$13,842.63
WI	WAUNAKEE VILLAGE	$3,346.23
WI	WAUPACA CITY	$4,244.85
WI	WAUPACA COUNTY	$5,929.13
WI	WAUTOMA CITY	$897.65
WI	WAUWATOSA CITY	$10,612.68
WI	WEST ALLIS CITY	$20,394.80
WI	WEST BEND CITY	$6,056.15
WI	WEST SALEM VILLAGE	$2,860.81
WI	WHITEFISH BAY VILLAGE	$2,588.58
WI	WHITEWATER CITY	$6,344.54
WI	WILLIAMS BAY VILLAGE	$1,384.27
WI	WINNECONNE VILLAGE	$415.28
WI	WISCONSIN RAPIDS CITY	$6,367.61
WI	WOOD COUNTY	$4,983.35
	Totals for WI(209 Jurisdictions):	**$778,610.48**
WV	BARBOURSVILLE VILLAGE	$7,762.49
WV	CHARLES TOWN CITY	$2,307.11
WV	HARRISON COUNTY	$1,187.70
WV	HUNTINGTON CITY	$5,813.91
WV	MOOREFIELD TOWN	$1,582.41
WV	MORGANTOWN CITY	$4,745.72
WV	OHIO COUNTY	$1,384.27
WV	PUTNAM COUNTY	$5,163.30
WV	RICHWOOD CITY	$1,044.64
WV	UPSHUR COUNTY	$2,556.28
WV	WEIRTON CITY	$3,787.35
WV	WINFIELD TOWN	$1,096.34

State	Jurisdiction Name	Award Amount
WV	WYOMING COUNTY	$1,398.11
	Totals for WV(13 Jurisdictions):	**$39,829.63**
WY	ALBANY COUNTY	$3,724.13
WY	CAMPBELL COUNTY	$4,042.05
WY	CARBON COUNTY	$4,498.86
WY	CASPER CITY	$13,348.40
WY	CHEYENNE CITY	$22,596.06
WY	CODY CITY	$2,076.40
WY	CONVERSE COUNTY	$12,191.90
WY	DOUGLAS CITY	$3,482.35
WY	EVANSTON CITY	$7,462.49
WY	FREMONT COUNTY	$3,661.77
WY	GILLETTE CITY	$7,890.30
WY	GREEN RIVER CITY	$1,569.09
WY	HOT SPRINGS COUNTY	$2,637.59
WY	LARAMIE CITY	$12,168.68
WY	LINCOLN COUNTY	$2,418.00
WY	LUSK TOWN	$2,768.53
WY	MILLS TOWN	$4,166.54
WY	NATRONA COUNTY	$5,343.26
WY	PARK COUNTY	$11,795.30
WY	RAWLINS CITY	$6,647.54
WY	RIVERTON CITY	$7,381.88
WY	ROCK SPRINGS CITY	$4,491.59
WY	SARATOGA TOWN	$507.57
WY	SHERIDAN CITY	$3,205.96
WY	SHERIDAN COUNTY	$4,275.89
WY	SUBLETTE COUNTY	$17,337.89
WY	SWEETWATER COUNTY	$7,778.66
WY	TETON COUNTY	$6,671.19
WY	THERMOPOLIS TOWN	$876.70
WY	TORRINGTON TOWN	$1,168.39
WY	TOWN OF BAR NUNN	$2,233.28
WY	WHEATLAND TOWN	$1,590.98
	Totals for WY(32 Jurisdictions):	**$192,009.22**
	Report Totals for (3775 Jurisdictions):	**$24,756,574.00**

Administrative Report

H.11., **File #** 26-0850 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE A CONSULTING SERVICES AGREEMENT WITH Z & K CONSULTANTS, FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FULTON PLAYFIELD MULTI-BENEFIT INFILTRATION PROJECT, JOB NO. 60280, FOR AN AMOUNT NOT TO EXCEED $323,536 AND THE TERM AUGUST 4, 2026 TO AUGUST 3, 2028

EXECUTIVE SUMMARY

The City awarded the construction contract for the Fulton Playfield Multi-Benefit Infiltration Project, Job No. 60280 (Project) to Griffith Company on June 16, 2026. Construction management and inspections services are required to supplement staff's effort to deliver the project per specifications, in a safe manner, on schedule, and within budget.

In June 2026, staff solicited proposals for an engineering firm to perform these services. Z&K Consultants (Z&K) responded with the proposal that offered the best combination of price, experience, and expertise. With approval of the proposed agreement, Z&K will perform construction management and daily inspection services for the Project. These services will help ensure all requirements of the Project plans and specifications are met and completed in a timely and professional manner. Funding for the agreement is included in the Project budget.

BACKGROUND

The City of Redondo Beach, in collaboration with the Cities of Hermosa Beach, Manhattan Beach, and Torrance, as well as the Los Angeles County Flood Control District, formed the Beach Cities Watershed Management Group to develop an Enhanced Watershed Management Program (EWMP) to comply with the municipal separate storm sewer system (MS4) permit requirements. The City Council approved the first EWMP on June 16, 2015 and approved the updated EWMP on June 8, 2021. The updated EWMP identifies the Project as a priority for reducing the potential discharge of pollutants into the Santa Monica Bay. The City is the lead agency for the Project.

On June 16, 2026, the City awarded the construction contract for the Project to Griffith Company in the amount $5,247,590. Construction is scheduled to begin in September 2026, with an estimated duration of 120 working days. Due to current workload and staffing capacity, the Engineering Services Division requires additional construction management and inspection support to effectively oversee the Project. Therefore, staff solicited proposals from qualified engineering firms in June 2026. Four proposals were received and Z&K Consultants (Z&K) was found to have the best combination of experience, price, and references.

The proposed contract with Z&K will provide construction management and daily inspection services that are essential for ensuring the Project is completed according to the City's specifications, on schedule, and in a safe and professional manner. The total not-to-exceed amount for the contract is $323,536, which aligns with industry standards and includes a 10 percent contingency.

COORDINATION

The City Attorney's Office approved the agreement as to form.

FISCAL IMPACT

The Project (including the proposed contract) is fully funded by Safe Clean Water (SCW) grants, totaling $8,302,138 in disbursements.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Z&K Consultants
- COI - Z&K Consultants

AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND Z & K CONSULTANTS, INC.

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Z & K Consultants, Inc., a California corporation ("Consultant" or “Contractor”).

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."

2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit “D”, unless otherwise waived by the City’s Risk Manager.

5. Agreement to Comply with California Labor Law Requirements. Consultant agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant 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. Consultant 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 Consultant's sole responsibility.

2. Brokers. Consultant acknowledges, represents and warrants that Consultant 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, Consultant 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 Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant 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 Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant 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 Consultant, 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 Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.

6. Records. Consultant, 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". Consultant, 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 five (5) years after Consultant'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 performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant 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 Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant 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. Consultant acknowledges, represents and warrants that Consultant 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 Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.

10. Business License. Consultant 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 Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant 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 Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant'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 Consultant 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. Consultant 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 Consultant's breach of this Agreement.

13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant 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. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant 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, Consultant 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 Consultant'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. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant 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 Consultant 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. Consultant, 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. Consultant 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. Consultant 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, and employment laws.

a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant 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. Pursuant to Labor Code section 1815, work performed by employees of

Consultant 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 11/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant 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 comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

b. Labor Law Requirements. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html.

18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant 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 Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant 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 Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant 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 Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant 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.

21. 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 Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.

22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

23. 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 Consultant.

24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

25. 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 Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.

27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

28. 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."

29. 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.

30. 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.

31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 810 *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.

32. Interpretation. Consultant 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.

33. Warranty; Correction of Work. Consultant warrants that all products, equipment, materials, services, deliverables, and work provided under this Agreement shall:

a. be delivered with good title, free of liens, claims, and encumbrances;
b. conform to all requirements of this Agreement;
c. be new and of good quality, unless otherwise expressly approved by the City in writing;
d. be free from defects in design, materials, manufacture, fabrication, installation, and workmanship; and
e. be fit and suitable for their intended purpose.

Unless a longer warranty period is specified in this Agreement or provided by an applicable manufacturer, supplier, subcontractor, or other third party, the warranties in this Section shall remain in effect for one (1) year from the latest of the date of delivery, completion of the applicable services or work, installation and operational testing, if applicable, or acceptance by the City. The City's

inspection, testing, use, payment, or acceptance of any product, service, deliverable, or work shall not waive any warranty or relieve Consultant of any obligation under this Section.

Consumable items shall be warranted for thirty (30) days from the date of delivery or acceptance by the City, whichever is later. For purposes of this Section, “consumable items” means items intended to be routinely consumed, depleted, or replaced through normal use, such as disposable filters, fluids, and replaceable lamps. Consumable items do not include installed equipment, batteries, electrical or lighting components or assemblies, finishes, graphics, manufactured or fabricated components, or any other item intended to remain in service as part of the completed product or work.

If, during the applicable warranty period, the City determines that any product, equipment, material, service, deliverable, or work is defective or nonconforming, Consultant shall, upon the City’s written notice and at Consultant’s sole cost and expense, promptly repair, correct, remove, replace, or reperform the defective or nonconforming product, service, deliverable, or work. Consultant’s obligations shall include all labor, professional services, supervision, materials, equipment, testing, transportation, removal, disposal, reinstallation, restoration, and other costs necessary to provide fully conforming products, services, deliverables, and work.

If Consultant fails to begin and diligently complete the required correction within the time specified by the City, or immediately when necessary to protect persons or property or prevent interruption of City operations, the City may correct, replace, or reperform the defective or nonconforming product, service, deliverable, or work itself or through others. Consultant shall reimburse the City for all costs and expenses incurred by the City.

Any repaired, corrected, replaced, or reperformed product, service, deliverable, or work shall be warranted for one (1) year from the date the repair, correction, replacement, or reperformance is completed and accepted by the City, or for the remainder of the original warranty period, whichever is longer.

Consultant shall obtain and pass through to the City all applicable manufacturer, supplier, subcontractor, and other third-party warranties, together with all documentation reasonably necessary for the City to enforce those warranties. Third-party warranties are in addition to, and shall not limit, reduce, replace, or condition, Consultant’s obligations under this Section.
Nothing in this Section shall limit Consultant’s obligation to correct, replace, or reperform defective or nonconforming products, services, deliverables, or work or Consultant’s indemnity obligations under Section 14. The warranties, obligations, and remedies set forth in this Section are cumulative and are in addition to all other rights and remedies available to the City under this Agreement or applicable law.

The warranties and obligations set forth in this Section shall survive completion, acceptance, payment, termination, and expiration of this Agreement and shall remain in full force and effect for the applicable warranty periods stated herein and under any assigned or passed-through third-party warranties.

34. 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.

35. 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 Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, 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 Consultant.

36. 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 4th day of August, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

Z & K CONSULTANTS, INC.,
a California corporation

Signed by:
By: Crystal Fraire
63DC2AA4DE8C424...
Name: Crystal Fraire
Title: President
7/28/2026 | 2:44 PM PDT

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

A. **PROJECT OVERVIEW**

The Fulton Playfield Multi-Benefit Infiltration Project, Job No. 60280 (hereinafter the "Project") is identified as one of the regional projects in the updated Beach Cities Enhanced Watershed Management Plan ("EWMP"). This Project is essential to help the Beach Cities Watershed Management Group meet its Municipal Separate Storm Sewer System ("MS4") permit requirements, and demonstrate compliance with the applicable Santa Monica Bay Beach Total Maximum Daily Loads (TMDLs). The City has retained Consultant to provide construction management and construction inspection services in support of the Project, as described in this Exhibit "A".

B. **SCOPE OF WORK**

The scope of the work shall include, without limitation, the following tasks:

1. Task 1 – Construction Management: Consultant shall assist City staff with coordination between the City's awarded Project Contractor (the "Project Contractor"), Los Angeles County inspectors and other agencies as required. Consultant shall act as a member of the Project Team, and monitor the Project and provide construction management services to assist the City in achieving timely, safe and professional completion.

2. Task 2 – Inspection: Consultant shall function as a Project Team member, observe daily activities, coordinate material testing as required by law, comply with applicable rules, regulations, and reference standards as described in the Project Plans and Specifications, which are by reference incorporated herein and made a part hereof, and are in the Office of the City Engineer. Consultant shall attend Project meetings, maintain Project records, and prepare daily inspection/observation reports for the Project.

C. **TASKS AND ACTIVITIES**

Consultant shall complete the following tasks and activities. Consultant shall coordinate all subcontractor work, field work, technical analysis, quality control and deliverable preparation necessary to complete the services. Consultant shall not perform optional or out-of-scope services without prior written authorization from the City Engineer or designee.

1. Task 1 – Construction Management
   Consultant shall:

   a. Function as a member of the Project Team.

b. Assist City staff and City designated Project Contractor with utility coordination and relocation, as requested by the City Engineer or designee.

c. Review Project Contractor's baseline schedule for practicality and comprehensiveness.

d. Assist in preparing pre-construction meeting agenda and meeting minutes.

e. Review Project activities for environmental and construction permit compliance and communicate with the City Project Manager to resolve any discrepancies.

f. Maintain a red line set of construction plans for the Project documenting as-built conditions.

g. Maintain Project files and ensure all appropriate submittals are provided on time.

h. Document all written and verbal Project communications.

i. Review traffic control plans to ensure the plan will provide reasonable access to the properties and ensure that the Project Contractor is in compliance with the City's final approved traffic control plan.

j. Review and provide recommendations to City staff regarding change order requests, claims, and disputes.

k. Prepare responses to the request for information ("RFI") and route them to the Project Manager for review.

l. Route the submittals for review to the Project Manager and document responses in the submittal log.

m. Review the Project Contractor's change order requests and proposals for scope, estimated cost and schedule impacts, and provide recommendations to the City.

n. Review progress payments based on field measurements and quantities.

o. Provide weekly reports with the summary of activities completed in the previous week and any conflicts or issues that may have arisen in that week.

p. Provide monthly construction management reports to describe the status of the Project's budget, schedule, submittals, change orders, and current progress.

q. Attend regular Project meetings, including but not limited to, pre-construction, weekly progress meetings, and any community outreach meetings, as requested by the City Engineer or designee.

r. Ensure that the Project is completed in a timely, safe, and professional manner.

2. Task 2: Inspection
Consultant shall:

a. Function as a member of the Project Team.

b. Coordinate and communicate the progress of the work with the Project Contractor, City staff, residents, property owners, and designers.

c. Assist Project Contractor with notifications to residents and business owners regarding easement access.

d. Ensure the Project Contractor maintains the job site in a safe and clean manner and acts in accordance with Best Management Practice provisions to comply with the National Pollution Discharge Elimination System ("NPDES"), the Storm Water Pollution Prevention Plan ("SWPPP") requirements, and related environmental compliance obligations.

e. Notify the Project Contractor of any construction violation and request immediate corrective actions be implemented. Notify the City's designated Project Manager of the situation immediately.

f. Prepare daily inspection/observation reports for the Project.

g. Inspect material deliveries to ensure compliance with the Project Plans and Specifications.

h. Maintain the Project records and weigh tickets and deliver to City designated Project Manager.

i. Provide daily diaries documenting construction progress, material quantities, construction progress photographs, and schedule status.

j. Ensure installation of traffic control devices complies with the California Manual on Uniform Traffic Control Devices ("MUTCD") or traffic control plan, including any amendments thereto.

k. Coordinate soil inspection, field tests, deputy and special inspection and testing, and/or Quality Assurance/Quality Control surveying with the Project Contractor.

l. Submit daily reports to the City for the Project.

m. Maintain all job site photos/videos during construction.

n. Review and verify bid item quantities purchased for payment requests.

o. Prepare a list of incomplete and/or unsatisfactory items (punch list items) and closeout documents for the Project Contractor.

p. Attend regular Project meetings, including but not limited to, pre-construction, weekly progress meetings, and any community outreach meetings.

q. Ensure safety compliance and report immediately in case of any safety issues.

r. Ensure that the Project is completed in a timely, safe, and professional manner.

D. **DELIVERABLES**

Consultant shall prepare and submit deliverables supporting completion of all project tasks, including:

1. Weekly Project Reports: Summary of the activities completed in the previous week, ongoing activities for the current week and scheduled activities for the following week.

2. Daily Inspection and Observation Reports: Field logs detailing daily site activities, progress, and conditions.

3. Project Records and Weight Tickets: Organized material delivery receipts and tracking records.

4. Site Correspondence and Incident Logs: Any supplemental documentation regarding project communications, construction violations, or other ongoing site issues.

5. Final Project Report detailing Project construction, final cost, change orders, claims and resolutions and any photo/video documentation.

6. Deficiency and Closeout Documents: Detailed punch lists (incomplete or unsatisfactory items) and final closeout packages.

E. **PERFORMANCE SCHEDULE**

Consultant shall perform the work in accordance with the schedule set forth in Exhibit “B” and the City-approved Work Plan. Consultant shall update the Project schedule as part of monthly progress reporting and shall notify the City in writing of any issue that may affect schedule, scope, budget, field work, deliverables, or regulatory milestones.

F. **PERFORMANCE REQUIREMENTS**

Consultant shall perform services in accordance with generally accepted professional construction management, inspection, engineering, and planning practices and standards.

Consultant shall comply with applicable federal, state and local requirements including but not limited to, NPDES Standards, applicable City standards, applicable safety requirements, applicable data and record requirements, including as listed in the Project Plans and Specifications.

Consultant shall coordinate with City departments, operations staff, subcontractors, Project designers, LA County inspectors, and other parties identified by the City to complete the work.

G. **REPORTING REQUIREMENTS**

Consultant shall maintain and submit the following documentation to keep the City informed of Project progress and compliance as follows:

1. Weekly Project Update Reports: Documenting work completed during the reporting period and identifying any items or issues requiring the City's direction.

2. Daily Inspection and Observation Reports: Detailed field logs documenting daily construction activities, site conditions, and observations.

3. Project Tracking Logs: Up-to-date action item logs, comment-response tracking matrices, and deliverable review records, maintained and provided as requested by the City Engineer or Designee.

H. **ROLES AND RESPONSIBILITIES**

1. <u>Consultant responsibilities:</u>

   a. Provide qualified personnel to perform the services described in this Exhibit "A".

   b. Manage subcontractors, field inspection coordination, quality control, schedule, budget, deliverable preparation, and final document production.

   c. Prepare all required deliverables and incorporate City comments before final submission.

   d. Coordinate with City staff, LA County Inspectors, subcontractors, and other approved parties to complete the work.

   e. Maintain project records, supporting calculations, data files, and technical documentation.

2. City Responsibilities:

   a. The City will provide available data, records, as-built plans, maintenance information, and staff knowledge reasonably necessary for the Consultant to perform the services.

   b. The City will provide timely review comments, meeting availability, access coordination, and direction regarding priorities and policy decisions.

   c. The City will provide written authorization before Consultant performs extra work, optional work, or work that exceeds the authorized scope or budget.

   d. The City will designate a Project Manager to serve as the City's primary point of contact for administration of this Agreement. Unless otherwise directed by the City Engineer, the Project Manager shall be the City Engineer or his/her designee, who shall have the authority to provide direction, approvals, and written authorizations on behalf of the City only as allowed in this Exhibit "A".

I. ACCEPTANCE CRITERIA

1. The City will determine that deliverables meet the requirements of this Agreement when, in the City's judgment, the deliverables are complete, technically supportable, responsive to the approved scope, in compliance with applicable regulatory requirements, and revised to fully address City comments. Acceptance shall be based on the following criteria:

   a. Deliverables are complete, organized, editable, and provided in the required electronic and hard-copy formats.

   b. Deliverables address the applicable task requirements, performance requirements, and all City comments.

2. Acceptance shall not relieve Consultant of responsibility for errors or omissions subsequently discovered by the City.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on August 4, 2026 and shall continue through August 3, 2028 unless otherwise terminated as herein provided. This Agreement shall automatically renew for subsequent one-year terms, up to a maximum of two years (each a “Renewal Term”) subject to the same terms and conditions contained herein, unless City provides written notice of nonrenewal at least fifteen (15) days prior to the expiration of the current term. Such written notice of nonrenewal shall be deemed valid if executed by the City Engineer. The total duration of the Agreement, including renewals, shall not continue beyond August 3, 2030.

EXHIBIT "C"

COMPENSATION

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

A. **AMOUNT**
Consultant shall be compensated on a time and materials basis for services actually performed in accordance with this Agreement at the following fully burdened hourly rates:

Staff Classification	Hourly Rate (Fully Burdened)
Senior Construction Manager	$172
Senior Construction Inspector	$158
Assistant Construction Manager	$150

No Overtime or premium rates shall apply unless specifically preapproved in writing by the City.

B. **REIMBURSABLE EXPENSES.** Consultant shall not be entitled to reimbursement for any expenses. The compensation set forth herein is fully burdened and includes all costs necessary to perform the work described in Exhibit “A”.

C. **NOT TO EXCEED AMOUNT.** Consultant’s compensation for the services described in Exhibit “A” shall not exceed $283,536, as provided below. In the event that unforeseen conditions or circumstances arise in connection with the services described in Exhibit “A,” including but not limited to, additional construction management or inspection requirements resulting from Los Angeles County rainy season work hour restrictions, or delays due to unexpected soil conditions encountered during drywell drilling, and such additional work is authorized by written change order pursuant to General Provisions Section 7 of the agreement, the Consultant shall notify the City and submit a written estimate for any proposed additional work. Subject to the prior written approval of the City Engineer, the Consultant may utilize up to $40,000 in contingency funds to perform such additional work. Any such use of contingency funds shall not increase the total compensation payable to Consultant beyond $323,536 during the term of this Agreement.

D. **METHOD OF PAYMENT.** Consultant shall submit a monthly invoice for services performed in the prior month. Each invoice shall indicate the dates of service, description of services performed, staff classification, hourly rate, number of hours worked, task number, corresponding amount, the total amount, and, if applicable, the cost of City preapproved subcontractors plus markup.

Invoices must be itemized, adequately detailed, based on accurate records, and, if applicable, attach subcontractor invoices. Invoices must be in a form reasonably

satisfactory to the City. Consultant may be required to provide backup material upon City's request.

E. **SCHEDULE FOR PAYMENT.** The City will pay within 45 days of receiving the Consultant's monthly invoice, provided that the work has been performed to the City's reasonable satisfaction.

F. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Consultant: Z&K Consultants
17130 Van Buren Blvd. #122
Riverside, CA 92504
Attention: Crystal Fraire, P.E.
Email: cfraire@zandkconsultants.com

City: City of Redondo Beach
Engineering Division
415 Diamond Street, Redondo Beach, 90277
Attention: Lauren Sablan, City Engineer
Email: Lauren.Sablan@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. 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 in accordance with this section.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant's indemnification obligations under this Agreement, Consultant 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 Consultant, 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

Consultant 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 of $4,000,000 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 Consultant 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 shall 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 Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant'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 Consultant.

For any claims related to this project, the Consultant'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 Consultant'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 Consultant'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

Consultant 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

Consultant 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

Consultant 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. Consultant acknowledges that the project as defined in this Agreement 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. Consultant shall perform all work on the project as a public work. Consultant 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, Consultant 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. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

5. Consultant 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 Consultant 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 Consultant or by any subcontractor.

6. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant 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. Consultant 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. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant 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, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant 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 Consultant 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, Consultant 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, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant 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. Consultant 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. Consultant shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless, and defend (at Consultant'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 in this Exhibit "E" by any person or entity (including Consultant, 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, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.

Z&KCONS-01 NICOLEHATCHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/17/2026

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).

PRODUCER
NFP Property & Casualty Services, Inc.
1551 North Tustin Avenue
Suite 500
Santa Ana, CA 92705

CONTACT NAME: Nicole Hatcher
PHONE (A/C, No, Ext): (480) 998-8038 FAX (A/C, No):
E-MAIL ADDRESS: nicole.hatcher@nfp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Travelers Indemnity Company of Connecticut	25682
INSURER C : HDI Global Specialty SE	A1340J
INSURER D : James River Insurance Company	12203
INSURER E :	
INSURER F :	

INSURED
Z & K Consultants, Inc.
22295 Jessamine Way
Corona, CA 92883

COVERAGES **CERTIFICATE NUMBER:** **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	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		680-2J978123-26-47	5/18/2026	5/18/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		BA6W812054	5/18/2026	5/18/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X		CUP-7W800864-26-47	5/18/2026	5/18/2027	AGGREGATE	$ 5,000,000
	DED RETENTION $ 0						Products-Compl	$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A	X	UB-9K77696A-26-47-G	5/18/2026	5/18/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	E&O/Professional Lia			FRS-H-P-PL-00013375-03	7/10/2026	7/10/2027	See Description	
D	Excess Liability			P0000009250	7/10/2025	7/10/2026	See Description	

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

E&O/Professional Liability | Policy Number: FRS-H-P-PL-00013375-03 | Effective & Expiration Dates: 7/10/2025 - 7/10/2026 | Limits: General Aggregate: $ 2,000,000 Each Claim: $1,000,000 Deductible $15,000 each claim l Deductible Aggregate $45,000

Excess E&O/Professional Liability | Policy Number: TBD

Certificate holder is additional Insured with respect to general liability including completed operations per endorsement CG D3 81 09 15 attached. This insurance is primary and non-contributory with any other insurance of the additional insured, so long as a written contract or agreement to such exists prior SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

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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AGENCY CUSTOMER ID: Z&KCONS-01 NICOLEHATCHER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
NFP Property & Casualty Services, Inc.		Z & K Consultants, Inc. 22295 Jessamine Way Corona, CA 92883
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
to a loss, per endorsements CG D3 79 02 19 and/or CG D3 81 09 15 attached. A waiver of subrogation in favor of the certificate holder applies with respect to general liability coverage, per endorsement CG D3 81 09 15 attached. General liability per-project aggregate applies per endorsement CG D4 02 06 19 attached.

Umbrella liability underlying policies include General Liability, Employers Liability & Automobile Liability per schedule EU 00 03 08 18 attached. Excess E&O/Professional Liability Policy P0000009250 is excess over FRL-H-P-PL-00003201-02.

Certificate holder is additional insured with respect to automobile liability so long as a written contract or agreement to such exists with the named insured prior to a loss, per endorsement CA T4 20 02 15 attached. A waiver of subrogation in favor of the certificate holder applies with respect to automobile liability coverage, per endorsement CA T4 20 02 15 attached.

A waiver of subrogation in favor of the certificate holder applies with respect to workers' compensation coverage, per endorsement WC 99 03 76 (A)- 001 attached.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

c. With respect to the independent acts or omissions of such person or organization; or

d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

f. This insurance does not apply to the rendering of or failure to render any "professional services".

g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;

b. While that part of the written contract is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	**$** 2,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	**$** 2,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	**$** 2,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	**$** 2,000,000

Designated Projects:
Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.

Designated Locations:
All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph **1.** of **SECTION III – LIMITS OF INSURANCE**:

1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought;

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c. Persons or organizations making claims or bringing "suits"; or

d. "Projects" or "locations".

3. The following replaces Paragraph **2.** of **SECTION III – LIMITS OF INSURANCE**:

2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

(1) Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Damages under Coverage **B**; and

(3) Medical expenses under Coverage **C**.

b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Project Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "project".

(2) The Designated Project Aggregate Limit applies separately to each "project".

(3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(4) The Designated Project Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

c. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Location Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".

(2) The Designated Location Aggregate Limit applies separately to each "location".

(3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(4) The Designated Location Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in

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Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The General Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and

(b) Damages under Coverage **B**.

(2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(3) Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE**:

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED

B. EMPLOYEE HIRED AUTO

C. EMPLOYEES AS INSURED

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

E. TRAILERS – INCREASED LOAD CAPACITY

F. HIRED AUTO PHYSICAL DAMAGE

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

I. WAIVER OF DEDUCTIBLE – GLASS

J. PERSONAL PROPERTY

K. AIRBAGS

L. AUTO LOAN LEASE GAP

M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

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K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Commercial General Liability

Carrier **TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**

Policy Number **680-002J978123-26**

Policy Period

From: **05/18/2026**

to: **05/18/2027**

Limits Of Liability	
General Aggregate	$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

Automobile Liability

Carrier **THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT**

Policy Number **BA-006W812054-26**

Policy Period

From: **05/18/2026**

to: **05/18/2027**

Limits Of Liability	
Bodily Injury And Property Damage Combined Single Limit	$1,000,000

Employers Liability

Carrier **TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**

Policy Number **UB-009K77696A-26**

Policy Period

From: **05/18/2026**

to: **05/18/2027**

Limits Of Liability	
Bodily Injury By Accident Each Accident	$1,000,000*
Bodily Injury By Disease Policy Limit	$1,000,000*
Bodily Injury By Disease Each Employee	$1,000,000*

*UNLIMITED IN THE STATE OF NEW YORK FOR SUBJECT EMPLOYEES

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-9K77696A-26-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 05-12-26 **ST ASSIGN:**

Z&KCONS-01 NICOLEHATCHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/24/2026

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).

PRODUCER
NFP Property & Casualty Services, Inc.
1551 North Tustin Avenue
Suite 500
Santa Ana, CA 92705

CONTACT NAME: Nicole Hatcher
PHONE (A/C, No, Ext): (480) 998-8038 FAX (A/C, No):
E-MAIL ADDRESS: nicole.hatcher@nfp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Travelers Indemnity Company of Connecticut	25682
INSURER C : HDI Global Specialty SE	A1340J
INSURER D : James River Insurance Company	12203
INSURER E :	
INSURER F :	

INSURED
Z & K Consultants, Inc.
22295 Jessamine Way
Corona, CA 92883

COVERAGES **CERTIFICATE NUMBER:** **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	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		680-2J978123-26-47	5/18/2026	5/18/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		BA6W812054	5/18/2026	5/18/2027	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE	X		CUP-7W800864-26-47	5/18/2026	5/18/2027	AGGREGATE	$ 5,000,000
	[ ] DED [ ] RETENTION $ 0						Products-Compl	$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A	X	UB-9K77696A-26-47-G	5/18/2026	5/18/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	E&O/Professional Lia			FRS-H-P-PL-00013375-03	7/10/2026	7/10/2027	See Description	
D	Excess Liability			P0000009250	7/10/2026	7/10/2027	See Description	

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

E&O/Professional Liability | Policy Number: FRS-H-P-PL-00013375-03 | Effective & Expiration Dates: 7/10/2025 - 7/10/2026 | Limits: General Aggregate: $ 2,000,000 Each Claim: $1,000,000 Deductible $15,000 each claim l Deductible Aggregate $45,000

Excess E&O/Professional Liability | Policy Number: P0000009250| Effective & Expiration Dates: 7/10/2026 - 7/10/2027 | Limits: Each Claim: $1,000,000. General Aggregate $1,000,000 | Retro Date: 9/26/2023

Certificate holder is additional Insured with respect to general liability including completed operations per endorsement CG D3 81 09 15 attached. This SEE ATTACHED ACORD 101

CERTIFICATE HOLDER
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION
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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AGENCY CUSTOMER ID: Z&KCONS-01 NICOLEHATCHER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
NFP Property & Casualty Services, Inc.	Z & K Consultants, Inc. 22295 Jessamine Way Corona, CA 92883
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
insurance is primary and non-contributory with any other insurance of the additional insured, so long as a written contract or agreement to such exists prior to a loss, per endorsements CG D3 79 02 19 and/or CG D3 81 09 15 attached. A waiver of subrogation in favor of the certificate holder applies with respect to general liability coverage, per endorsement CG D3 81 09 15 attached. General liability per-project aggregate applies per endorsement CG D4 02 06 19 attached.

Umbrella liability underlying policies include General Liability, Employers Liability & Automobile Liability per schedule EU 00 03 08 18 attached. Excess E&O/Professional Liability Policy P0000009250 is excess over FRL-H-P-PL-00003201-02.

Certificate holder is additional insured with respect to automobile liability so long as a written contract or agreement to such exists with the named insured prior to a loss, per endorsement CA T4 20 02 15 attached. A waiver of subrogation in favor of the certificate holder applies with respect to automobile liability coverage, per endorsement CA T4 20 02 15 attached.

A waiver of subrogation in favor of the certificate holder applies with respect to workers' compensation coverage, per endorsement WC 99 03 76 (A)- 001 attached.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

c. With respect to the independent acts or omissions of such person or organization; or

d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

f. This insurance does not apply to the rendering of or failure to render any "professional services".

g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;

b. While that part of the written contract is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	**$** 2,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	**$** 2,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	**$** 2,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	**$** 2,000,000

Designated Projects:
Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.

Designated Locations:
All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph **1.** of **SECTION III – LIMITS OF INSURANCE**:

1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought;

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c. Persons or organizations making claims or bringing "suits"; or

d. "Projects" or "locations".

3. The following replaces Paragraph **2.** of **SECTION III – LIMITS OF INSURANCE**:

2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

(1) Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Damages under Coverage **B**; and

(3) Medical expenses under Coverage **C**.

b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Project Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "project".

(2) The Designated Project Aggregate Limit applies separately to each "project".

(3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(4) The Designated Project Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

c. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Location Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".

(2) The Designated Location Aggregate Limit applies separately to each "location".

(3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(4) The Designated Location Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in

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Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The General Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and

(b) Damages under Coverage **B**.

(2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(3) Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE**:

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED

B. EMPLOYEE HIRED AUTO

C. EMPLOYEES AS INSURED

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

E. TRAILERS – INCREASED LOAD CAPACITY

F. HIRED AUTO PHYSICAL DAMAGE

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

I. WAIVER OF DEDUCTIBLE – GLASS

J. PERSONAL PROPERTY

K. AIRBAGS

L. AUTO LOAN LEASE GAP

M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

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K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Commercial General Liability

Carrier **TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**

Policy Number **680-002J978123-26**

Policy Period

From: **05/18/2026**

to: **05/18/2027**

Limits Of Liability	
General Aggregate	$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

Automobile Liability

Carrier **THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT**

Policy Number **BA-006W812054-26**

Policy Period

From: **05/18/2026**

to: **05/18/2027**

Limits Of Liability	
Bodily Injury And Property Damage Combined Single Limit	$1,000,000

Employers Liability

Carrier **TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**

Policy Number **UB-009K77696A-26**

Policy Period

From: **05/18/2026**

to: **05/18/2027**

Limits Of Liability	
Bodily Injury By Accident Each Accident	$1,000,000*
Bodily Injury By Disease Policy Limit	$1,000,000*
Bodily Injury By Disease Each Employee	$1,000,000*

*UNLIMITED IN THE STATE OF NEW YORK FOR SUBJECT EMPLOYEES

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-9K77696A-26-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 05-12-26 **ST ASSIGN:**

Administrative Report

H.12., **File #** 26-0852 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHEN SPRENGEL, CHIEF OF POLICE

TITLE

APPROVE AN AGREEMENT WITH THE DEPARTMENT OF CALIFORNIA HIGHWAY PATROL FOR A CANNABIS TAX FUND GRANT PROGRAM AWARD IN THE AMOUNT OF $63,627.20 FOR THE TERM JULY 1, 2026 THROUGH JUNE 30, 2027 TO SUPPORT THE POLICE DEPARTMENT'S ENFORCEMENT OF LAWS RELATED TO IMPAIRED DRIVING

APPROVE BY TITLE ONLY RESOLUTION NO. CC- 2608-061 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ACCEPTING GRANT FUNDS IN THE AMOUNT OF $63,627.20 FROM THE STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, UNDER THE CANNABIS TAX FUND GRANT PROGRAM; APPROVING THE CANNABIS TAX FUND GRANT PROGRAM AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

APPROVE BY 4/5THS VOTE AND TITLE ONLY RESOLUTION NO. CC- 2608-062 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2026-2027 BUDGET MODIFICATION TO APPROPRIATE $63,627.20 IN CANNABIS TAX FUND GRANT PROGRAM AWARD FUNDS FROM THE STATE OF CALIFORNIA, DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, TO THE INTERGOVERNMENTAL GRANTS FUND

EXECUTIVE SUMMARY

The Cannabis Tax Fund Grant Program (CTFGP) is an initiative administered by the California Highway Patrol (CHP) that distributes tax revenues from legal adult-use cannabis sales to local jurisdictions to provide financial assistance for the education, prevention, and enforcement of laws related to impaired driving.

After submitting a grant application, the Police Department was awarded grant funds in the amount of $63,627.20. The funds will pay for overtime costs associated with special Department operations for driving under the influence enforcement and impaired driving education. Funds will be paid to the City on a reimbursement basis. No City matching funds are required.

BACKGROUND

The CTFGP was established in 2016 under Proposition 64, the Adult Use of Marijuana Act, which legalized recreational cannabis for adults 21 and older. The regulations implemented a 15% excise tax on retail sales, from which the State of California directed a portion of the revenue to create the

CTFGP and fund local law enforcement programs aimed at combatting impaired driving. The intent of the program is to educate the public regarding the dangers of impaired driving and to enforce impaired driving laws on roadways. Programs may include driving under the influence (DUI) saturation patrols, roadside checkpoints, and public education campaigns.

The Police Department will utilize the awarded funds to cover overtime personnel costs for directed DUI Saturation Patrols and impaired driving education and outreach. Funds will be paid on a reimbursement basis following submittal of quarterly grant claims.

Staff recommends approval of the Grant Agreement and two Resolutions. The Grant Agreement is required to be included as an exhibit to the Resolution accepting the grant funding per CTFGP guidelines, but is also attached as a standalone item for reference.

COORDINATION

The Grant Agreement and resolutions have been reviewed and approved as to form by the City Attorney's Office. Grant claims and reimbursements will be coordinated with the Financial Services Department.

FISCAL IMPACT

The total grant award is $63,627.30 and will fully fund the cost of overtime for sworn personnel to conduct directed enforcement operations. City matching funds are not required.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - FY 2026-27 CTFGP Grant Agreement
- Reso - CC-2608-061 Accepting CTFGP Grant Funds with the Grant Agreement included as an Exhibit
- Reso - CC- 2608-062 Budget Modification Appropriating CTFGP Grant Funds

RESOLUTION NO. CC-2608-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ACCEPTING GRANT FUNDS IN THE AMOUNT OF $63,627.20 FROM THE STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, UNDER THE CANNABIS TAX FUND GRANT PROGRAM; APPROVING THE CANNABIS TAX FUND GRANT PROGRAM AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City of Redondo Beach ("City") is interested in participating in the Cannabis Tax Fund Grant Program ("Program"), which is made available through the California Revenue and Taxation Code Section 34019(f)(3)(B) and administered by the State of California Department of California Highway Patrol ("CHP") to support enforcement efforts for diving under the influence in the City;

WHEREAS, following the City's submission of a proposal for the Program, the CHP offered to award the City $63,627.20 for the one-year grant period beginning July 1, 2026 and ending June 30, 2027;

WHEREAS, the City Council has approved the receipt of previous grant funding for similar police programs;

WHEREAS, the grant funds will be used by the City Police Department for overtime costs related to driving under the influence enforcement operations and impaired driving education;

WHEREAS, CHP requires that the City Council adopt a resolution accepting the grant award, approving the Cannabis Tax Fund Grant Program Agreement ('Grant Agreement"), and authorizing the Mayor to execute the Grant Agreement; and

WHEREAS, to receive grant funding, the City must submit an executed Grant Agreement to the CHP.

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

SECTION 1. That the City of Redondo Beach accepts the Cannabis Tax Fund Grant Program award in the amount of $63,627.20 for the one-year grant program beginning July 1, 2026 and ending June 30, 2027.

SECTION 2. That the City Council approves the Cannabis Tax Fund Grant Program Grant Agreement, attached hereto as Exhibit A, and authorizes the Mayor to execute the Grant Agreement on behalf of the City.

SECTION 3. That grant funds received hereunder shall not be used to supplant ongoing law enforcement expenditures.

SECTION 4. That 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 4th day of August, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
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-2608-061 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 4th day of August, 2026, 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:

_____
Eleanor Manzano, CMC
City Clerk

EXHIBIT A

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
CANNABIS TAX FUND GRANT PROGRAM
AGREEMENT

See attached.

RESOLUTION NO. CC-2608-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2026-2027 BUDGET MODIFICATION TO APPROPRIATE $63,627.20 IN CANNABIS TAX FUND GRANT PROGRAM AWARD FUNDS FROM THE STATE OF CALIFORNIA, DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, TO THE INTERGOVERNMENTAL GRANTS FUND

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

WHEREAS, the City of Redondo Beach ("City") was awarded $63,627.20 under the Cannabis Tax Fund Grant Program by the State of California, Department of California Highway Patrol ("CHP");

WHEREAS, the Cannabis Tax Fund Grant Program award funds will be made available to the City for the period of July 1, 2026 through June 30, 2027;

WHEREAS, the City Council has approved the receipt and appropriation of previous grant funding for similar police programs;

WHEREAS, the City Police Department shall use the monies for overtime costs related to driving under the influence enforcement operations and impaired driving education, as approved by the CHP; and

WHEREAS, the City's adopted budget shall be modified to appropriate these funds to the Intergovernmental Grants Fund for the 2026-2027 fiscal year.

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

SECTION 1. That conditions have arisen during the 2026-2027 budget year that require budget modifications and, upon recommendation of the City Manager, the budget as adopted for Fiscal Year 2026-2027 is modified as follows:

> $63,627.20 in Cannabis Tax Fund Grant Program award funds received from the State of California, Department of California Highway Patrol, shall be appropriated to the Intergovernmental Grants Fund.

SECTION 2. Pursuant to Section 11(f) of Article XI of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2026-2027 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 4th day of August, 2026.

James A. Light, Mayor

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

ATTEST:

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-2608-062 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 4th day of August, 2026, 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:

_____
Eleanor Manzano, CMC
City Clerk

State of California
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
GRANT AGREEMENT - Page 1

Award Number
30927

1. GRANT TITLE
FY26/27 CTFGP Law Enforcement - Redondo Beach Police Department

2. NAME OF ORGANIZATION/AGENCY
Redondo Beach Police Department

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT
Redondo Beach Police Department Traffic Unit

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2026 To: 06/30/2027

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.
The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $63,627.20

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: James A. Light
Title: City Mayor
Phone: (310) 697-3653

Address: 415 Diamond Street
Redondo Beach, CA 90277

E-Mail: jim.light@redondo.org

_____ _____
(Signature) *(Date)*

B. AUTHORIZED OFFICIAL OF CHP
Name: Elliotte Johnson Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ElJohnson@chp.ca.gov

_____ _____
(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: M. V. Fojas Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Michelle.Fojas@chp.ca.gov

_____ _____
(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Lina Carrillo
Title: Senior Management Analyst
Phone: (310) 697-3653

Address: 415 Diamond Street
Redondo Beach, CA 90277

Administrative Report

H.13., **File #** 26-0864 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: ELIZABETH HAUSE, WATERFRONT AND COMMUNITY SERVICES DIRECTOR

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2608-063, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE HOURLY PARKING RATE AT THE PIER AND PLAZA PARKING STRUCTURES AND THE MARINA PARKING LOT FROM $2.00 TO $2.25 PER HOUR, EFFECTIVE AUGUST 20, 2026, CONSISTENT WITH THE EFFECTIVE DATE OF THE CITYWIDE PARKING METER RATE INCREASE UNDER ORDINANCE NO. 3313-26

EXECUTIVE SUMMARY

As part of the FY 2026-27 Adopted Budget, the City Council approved a $0.25 increase to hourly parking rates, increasing the rate to $2.25 per hour. Correspondingly, the City Council introduced Ordinance No. 3313-26, amending RBMC Section 3-6.03 to apply this increase to the City's on-street and off-street parking meter rates, effective August 20, 2026.

The City operates three parking facilities in the waterfront: the Pier Parking Structure, the Plaza Parking Structure, and the Marina Parking Lot. The waterfront parking rates are set by Resolution, rather than by Ordinance, and this resolution would amend the waterfront parking rates to be consistent with the City-wide parking increase. The last increase in waterfront parking rates occurred in July 2016 and the proposed increase is consistent with the Coastal Commission rate increase regulations. Staff recommends City Council approve the proposed Resolution to apply the same $0.25 per hour increase to the Pier and Plaza Parking Structures and the Marina Parking Lot starting on August 20, 2026.

BACKGROUND

There are three parking facilities that serve the waterfront: the Pier Parking Structure located off of 100 West Torrance Boulevard, the Plaza Parking Structure located at North Harbor Drive and North Pacific Avenue, and the Marina Parking Lot. The hourly rates at the Pier and Plaza Parking Structures are set by resolution pursuant to Redondo Beach Municipal Code (RBMC) Section 3-6.03 (d).

The Marina Parking Lot is owned and managed by the City and constitutes a "municipal parking facility" as defined in RBMC Section 3-10.01. Pursuant to RBMC Section 3-10.04, the City Council may, by resolution, establish the fees of charges for parking at municipal parking facilities. The proposed Resolution applies the same $2.25 per hour rate, effective August 20, 2026, to the Pier and Plaza Parking Structures and the Marina Parking Lot, consistent with the citywide rate adjustment.

The City's parking facilities are located in the Coastal Zone and must remain consistent with the Coastal Commission regulations, which limit parking rate increases to no more than 50% over a consecutive three-year period. The proposed adjustment is consistent with this limitation, as the hourly rate at the Pier and Plaza Parking Structures has not changed since July 2016. The Pier and Plaza Parking Structures and Marina Parking Lot generated approximately $450,000 in Tidelands Fund revenue and $2.2 million in Uplands Funds revenue in FY 2025-26.

COORDINATION

The Waterfront Department prepared and coordinated the proposed Resolution with the City Attorney's Office.

FISCAL IMPACT

The hourly rate increase for the waterfront parking facilities is expected to generate $55,000 in additional Tidelands Fund revenue and $275,000 in additional Uplands Fund revenue.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2608-063 Amending the Hourly Parking Rate at the Pier and Plaza Parking Structures and the Marina Parking Lot From $2.00 to $2.25 Per Hour, Effective August 20, 2026, Consistent with the Effective Date of the Citywide Parking Meter Rate Increase Under Ordinance No. 3313-26
- Redondo Beach Municipal Code - Current RBMC Title 3, Chapter 6, 3-6.03
- Redondo Beach Municipal Code - Current RBMC Title 3, Chapter 10, 3-10.01 and 3-10.04

RESOLUTION NO. CC-2608-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE HOURLY PARKING RATE AT THE PIER AND PLAZA PARKING STRUCTURES AND THE MARINA PARKING LOT FROM $2.00 TO $2.25 PER HOUR, EFFECTIVE AUGUST 20, 2026, CONSISTENT WITH THE EFFECTIVE DATE OF THE CITYWIDE PARKING METER RATE INCREASE UNDER ORDINANCE NO. 3313-26

WHEREAS, the City of Redondo Beach ("City") owns and operates the Pier and Plaza Parking Structures and the Marina Parking Lot along its Waterfront; and

WHEREAS, pursuant to Redondo Beach Municipal Code ("RBMC") Section 3-6.03(d), the parking rates at the Pier and Plaza off-street parking structures are set by resolution of the City Council; and

WHEREAS, the Marina Parking Lot is owned and managed by the City and constitutes a "municipal parking facility" as defined in RBMC Section 3-10.01; and

WHEREAS, pursuant to RBMC Section 3-10.04, the City Council may by resolution establish the fees or charges for parking at municipal parking facilities; and

WHEREAS, on June 16, 2026, the City Council adopted the Fiscal Year 2026-2027 operating budget, which included a $0.25 per hour increase to City parking rates, from $2.00 per hour to $2.25 per hour; and

WHEREAS, concurrently with this Resolution, the City Council has introduced Ordinance No. 3313-26, amending RBMC Section 3-6.03 to apply the same $0.25 per hour increase to the City's on-street and off-street parking meter rates; and

WHEREAS, the City's Pier and Plaza Parking Structures and the Marina Parking Lot are located within the Coastal Zone and any rate adjustment must remain consistent with California Coastal Commission regulations limiting parking rate increases to no more than fifty percent (50%) over a consecutive three-year period; and

WHEREAS, the City Council desires to apply the same $2.25 per hour rate, effective August 20, 2026, to the Pier and Plaza Parking Structures and the Marina Parking Lot, consistent with the citywide rate adjustment.

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

SECTION 1. That, effective August 20, 2026, the hourly parking rate at the Pier and Plaza Parking Structures and the Marina Parking Lot shall be $2.25 per hour, in place of the current rate of $2.00 per hour.

SECTION 2. That signage at the Pier and Plaza Parking Structures and the Marina Parking Lot reflecting the new rate shall be updated prior to the effective date of this Resolution.

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 4th day of August, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
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-2608-063 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 4th day of August, 2026, and there after 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:

_____
Eleanor Manzano, CMC
City Clerk

§ 3-6.03. Installation of parking meters - Rates for parking.

Parking meters may be installed in all or any part of the parking meter zones established by this chapter. Each parking meter shall be of such type as to display a signal showing legal parking upon the deposit of payment at the following rates:

(a) Parking at the following locations shall be at the rate of two dollars per hour effective July 1, 2025:

(1) 300 block of South Catalina Avenue;

(2) 100 block of Pearl Street;

(3) 100 and 200 blocks of Avenue I;

(4) 200 block of Avenida del Norte;

(5) 1700 and 1800 blocks of South Elena Avenue;

(6) 200 block of Vista del Mar;

(7) 1700, 1800 and 1900 blocks of South Catalina Avenue;

(8) 100 block of Via Valencia;

(9) Lot 1, the lot bounded by the 1800 block of Camino De La Costa and the 1800 block of South Catalina Avenue and South City limits.

(b) Parking at the following locations shall be at the rate of two dollars per hour effective July 1, 2025:

(1) Riviera Lot, the lot bounded by South Elena Avenue, Avenida del Norte and Via el Prado.

(c) Parking at the following locations shall be at the rate of two dollars per hour effective July 1, 2025:

(1) 300 block of Esplanade;

(2) Herondo Street West of North Pacific Coast Highway;

(3) 500, 600, and 700 blocks of North Harbor Drive;

(4) 100, 200, and 300 blocks of North Catalina Avenue;

(5) 100, 200, and 300 blocks of South Catalina Avenue;

(6) Lot 4 on the Southwest corner of Torrance Boulevard and Catalina Avenue;

(7) 300 block of George Freeth Way;

(8) Lot 5 located north of Veterans Park, west of Catalina Avenue;

(9) The 800, 900, 1000, 1100, 1200, 1300, 1400, 1500, 1600, 1700, and 1800

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blocks of Esplanade;

(10) Lot 13 west of Harbor Drive; and

(11) 300 block of North Francisca Avenue.

(d) The rates at The Pier and Plaza off-street parking structures are set by resolution of the City Council.

(e) Parking devices. The City may use any approved ticket device, ticket machines, gates, pay machines and the like to control parking in any public parking lot.

(f) Signs. Signs on each parking lot showing the rate changes shall be changed before any rate change shall become effective.

(g) Attendants. The City shall be permitted to use parking lot attendants as needed on any or all off-street parking lots. Each parking meter shall be so arranged that, upon the expiration of the parking time, the parking meter will indicate by the showing of a proper signal that the lawful parking period has expired. The parking meters shall be placed upon the curbs alongside of, and next to, the parking spaces. The parking spaces shall be of sufficient size to accommodate an automobile and shall indicate parallel or diagonal parking by painted lines on the pavement. The parking meters for parking spaces adjacent to curbs which the City has or has caused to be painted green may limit parking to the maximum parking time allowed for such curbs.

(§ 3, Ord. 1630 c.s., as amended by § 2, Ord. 1647 c.s., § 1, Ord. 1735 c.s., § 1, Ord. 1768 c.s., eff. July 11, 1962, § 1, Urgency Ord. 2501 c.s., eff. June 7, 1988, § 1, Ord. 2505 c.s., eff. July 21, 1988, § 1, Ord. 2654 c.s., eff. April 2, 1992, § 2, Ord. 2757 c.s., eff. January 18, 1996, § 1, Ord. 2898 c.s., eff. December 3, 2002, § 1, Ord. 2903 c.s., eff. June 24, 2003, § 1, Ord. 2935 c.s., eff. June 3, 2004, § 1, Ord. 3041 c.s., eff. September 18, 2009, § 1, Ord. 3049 c.s., eff. April 15, 2010, § 2, Ord. 3111 c.s., eff. October 3, 2013, § 1, Ord. 3158 c.s., eff. August 4, 2016, and § 2, Ord. 3228 c.s., eff. April 1, 2022, and Ord. 3273-24 c.s.c.s., eff. August 28, 2024; Ord. 3296-25 c.s., eff. September 18, 2025)

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§ 3-10.01. Definition.

A municipal parking facility is a lot, garage or parcel of land owned, purchased or leased by the City, or in which the City has the possessory right or interest, and which is designated as a municipal parking lot or garage for the off-street parking of vehicles.
(§ 1, Ord. 3131 c.s., eff. July 16, 2015)

§ 3-10.04. Rates or charges.

The City Council may by resolution authorize and establish the fees or charges for parking in or on municipal parking facilities or portions thereof including, but not limited to, the provision of monthly or annual parking permits and establishing parking for limited periods of time whether with or without charge; such fees or charges, and limits on the period of time for parking whether with or without charge, and the limited periods of time for parking, if any, shall be conspicuously posted at each such facility or portions thereof.
(§ 1, Ord. 3131 c.s., eff. July 16, 2015)

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Administrative Report

H.14., **File #** 26-0876 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

TITLE

APPROVE THE NOMINATION OF FAISAL HASHMI TO SERVE AS THE REDONDO BEACH PRIVATE SECTOR REPRESENTATIVE FOR THE SOUTH BAY WORKFORCE INVESTMENT BOARD (SBWIB) FOR A FOUR-YEAR TERM FROM JULY 1, 2026 THROUGH JUNE 30, 2030

EXECUTIVE SUMMARY

The South Bay Workforce Investment Board (SBWIB) is a consortium comprised of 11 South Bay Cities that provides job training and placement services to residents and supports local businesses with their employment needs. The Redondo Beach Chamber of Commerce has nominated Mr. Faisal Hashmi of Farmers & Merchant Bank, to serve an additional term on the SBWIB as a representative of the Redondo Beach business private sector. The SBWIB has requested the City Council's approval of this nomination. If approved, Mr. Hashmi would serve a four-year term from July 1, 2026 to June 30, 2030.

BACKGROUND

The SBWIB provides job training and placement services to laid-off and unemployed workers residing in the South Bay. SBWIB partners with education, training, and non-profit organizations to support local businesses with their employment needs. SBWIB programs are primarily funded by federal, state, and county grants and are offered at no cost to job seekers and businesses. The 11 cities that comprise the SBWIB include Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Manhattan Beach, Redondo Beach, Inglewood, Lawndale, Torrance, and Lomita.

The SBWIB has requested that the City Council approve the Redondo Beach Chamber of Commerce's nomination of Mr. Faisal Hashmi to serve an additional term of office on the Board. Mr. Hashmi is the Vice President and Branch Manager of Farmers & Merchants Bank. He has been an active member of the Redondo Beach Chamber of Commerce since 2019 and served as its Chair from 2020 to 2021. He has also served on the SBWIB board since 2019.

COORDINATION

The City Manager's Office prepared this report.

FISCAL IMPACT

There is no fiscal impact associated with this item.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Letter from South Bay Workforce Investment Board, July 8,2026
- Letter from Redondo Beach Chamber of Commerce, July 7,2026

RECEIVED JUL 16 2026

M E M B E R S

GLENN MITCHELL
CHAIRPERSON

ALICIA WAGONER
AMBER MESHACK
AMEET BUTALA
ARMANDO PENA
DR. BRENDA THAMES
CAROLYN WOODARD
CATHERINE HOLDBROOK-SMITH
CHRISTINA SMITH
CRYSTAL SPENCER
DARREN EMBRY
DAWN HARRIS
DONALD FORD
EDUARDO LEIVA
FAISAL HASHMI
FRAN FULTON
GLENN GRINDSTAFF
IKE MBELU
J. KIM MCNUTT
JACKIE CHOI
JARED YOSHIKI
JEFF WILSON
JEFFREY R. JENNISON
JEREMY DIAZ
JOHN MATHESON
JOSEPH VELASCO
JOSH LAFARGA
DR. KENDRICK ROBERSON
KIMBERLEY MILLER
LOUIE DIAZ
MARC WEISS
MARCO CUETO
MARIA CAMACHO
MIKE COSTIGAN
MIKE HARRIEL
MITCH PONCE
MOHAMMAD NASER
NAYEEM KHAN
ODEST RILEY
PATRICIA BENNETT
PATRICIA DONALDSON
PAUL GUZMAN
PETER BLANCO
SANJAY MURTY
SARAH GONZAGA
SHAWN WEBB
DR. STEPHANIE LEWIS
TAMALA LEWIS
TED CORDOVA
TOD SWORD
TOM BAKALY

July 8, 2026

Mr. Mike Witzansky, City Manager
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

Dear Mr. Witzansky:

Currently, there is one Redondo Beach business private sector on the South Bay Workforce Investment Board (SBWIB), that expired June 30, 2026. The new term of office for this seat will take effect July 1, 2026, and will expire on June 30, 2030.

Pursuant to the legislative mandates outlined in the Workforce Innovation and Opportunity Act (WIOA) of 2014, Public Law 113-128, for the creation and composition of the Workforce Investment Boards Private Sector Members of the South Bay Workforce Investment Board must be nominated by local business organizations or business trade associations. Nominees are appointed by the Participating Cities' Mayor and City Council and ratified by the South Bay Workforce Investment Area Chief Locally Elected Official.

The Redondo Beach Chamber of Commerce re-nominated Mr. Faisal Hashmi, Vice President and Branch Manager for Farmers & Merchants Bank, to serve an additional term of office on the SBWIB. We are requesting that the Mayor and City Council please initiate the process to re-appoint Mr. Donald Ford or appoint another business private sector representative to serve on the SBWIB at the City of Redondo Beach's next regularly scheduled City Council meeting or at your earliest convenience.

Your cooperation in this matter is greatly appreciated. If you have any questions or require assistance, please contact me, or my assistant, Sha'Ron Berry, at (310) 970-7700.

Sincerely,

Jan Vogel
Executive Director

JAN VOGEL
EXECUTIVE DIRECTOR

Attachments

Redondo Beach Chamber
Board 2026-2027

Michele Brown – Chair
Lyfestyle Real Estate Professionals

Don Ford - Past Chair
Training Education Management

Nasrin Moghadasian - Chair Elect
Body Care & Spine Center

Mark Philpott - EDC Chair
Costa Roofing

Mark Van Norman - Treasurer
Edward Jones

Sharon Shapiro-Fox - GRC State & Federal Chair

Mark Hansen - GRC Local Issues Chair
King Harbor Yacht Club

Sophia Neveu - Health & Wellness Chair
Torrance Memorial

Anastasia Bonholtzer - Member Services Chair
Loan Officer Powered by AMS Mortgage Services, Inc.

DIRECTORS:
Jeanie Alessandrini
Ameriprise Financial

Jac Folkert
Associate Member

Jennifer Goldstein
Senior Empowerment Guru

Faisal Hashmi
Farmers & Merchants Bank

Tamal Lewis
Dignity Health Sports

Robert Thompson
California Water Company

Tod Sword
Southern California Edison

Jared Yoshiki
Northrop Grumman

DISTRICT REPS:
Michael Sharobiem – Galleria
CBRE

Jeff Jones – Harbor
King Harbor Association

Mickey Johnson – NRBBA

Isbhak Vazquez – Pier
Kincaid's

Dinah Lary – Riviera Village

More To See
redondo BEACH
Chamber of Commerce

July 7, 2026

Honorable Mayor Light and City Council
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

Dear Honorable Mayor Light and City Council:

On behalf of the Board of Directors of the City of Redondo Beach Chamber of Commerce, please accept the nomination of the following individual to be appointed to serve on the South Bay Workforce Investment Board as a representative of the business private sector in Redondo Beach:

Faisal Hashmi, Vice President & Branch Manager, Farmers & Merchants Bank, to serve a new term of office from July 1, 2026, to June 30, 2030.

Thank you for your consideration.

Sincerely,

Mara Santos
President & CEO

Redondo Beach Chamber of Commerce
514 N. Prospect Ave., Ste 301, Redondo Beach, California USA 90277
Tel 310.376.6911 · www.redondochamber.org · Fax 310.374.7373

Administrative Report

H.15., **File #** 26-0885 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2608-064, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING THE SALARY RANGE FOR THE POSITION OF PUBLIC WORKS ADMINISTRATIVE MANAGER

EXECUTIVE SUMMARY

The City Council recently adopted a resolution adding the position of Public Works Administrative Manager to the authorized list of job specifications. When a position is not covered under a Memorandum of Understanding with one of the City's bargaining units, the City must adopt a salary range for that position by resolution. The job description of the Public Works Administrative Manager was based on other specialized administrative manager classifications in the City, but was written specifically to serve in the Public Works Department. As a result, the salary range must be formally established before the position can be filled. The proposed salary range is $7,849 to $10,964 per month and mirrors the amount approved through Decision Package #8 as part of the 2025-26 Mid-Year Budget update.

BACKGROUND

On June 9, 2026, the City Council adopted Resolution CC-2606-040, amending the Official Book of Class Specifications to include the position of Public Works Administrative Manager. The classification was developed using similar administrative manager positions in the Police Department and the Waterfront and Economic Development Department. The recommended salary range aligns with the Waterfront and Economic Development Manager classification and falls just below the operational division managers within the Public Works Department.

The position was authorized during the FY 2025-26 Mid-Year Budget update on March 17, 2026, per Decision Package #8 - Public Works Department Reorganization. The Decision Package included funding for the top of the proposed salary range. The position will be included in the Redondo Beach Professional & Supervisory Association (PSA), and has been reviewed and approved by Association representatives. Approval of the recommended resolution is the final step for implementation of the Department's reorganization.

COORDINATION

The salary range for the Public Works Administrative Manager classification has been reviewed and coordinated by the Public Works, Financial Services, and Human Resources Departments, and representatives from the PSA. The resolution has been approved as to form by the City Attorney's

Office.

FISCAL IMPACT

Funding for the proposed salary range was approved as part of the FY 2025-26 Mid-Year Budget update and is now part of the Public Works Department's annual operating budget.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2608-064 Adopting the Salary Range for the Position of Public Works Administrative Manager

RESOLUTION NO. CC-2608-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING THE SALARY RANGE FOR THE POSITION OF PUBLIC WORKS ADMINISTRATIVE MANAGER

WHEREAS, pursuant to Sections 2-3.502 and 2-3.503 of Article 5, Chapter 3, Title 2 and Sections 2-3.1002 and 2-3.1003 of Article 10, Chapter 3, Title 2 of the Redondo Beach Municipal Code, the Mayor and City Council of the City of Redondo Beach ("City Council') shall set forth from time to time the Class Titles, Specifications and salary ranges for job classifications; and,

WHEREAS, on June 9, 2026, the City Council adopted Resolution CC-2606-040 to amend the Official Book of Class Specifications to add the position of Public Works Administrative Manager which included the job specifications; and

WHEREAS, it is also necessary to adopt the salary range for the position of Public Works Administrative Manager to reflect such action of the City Council.

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

SECTION 1. The salary range of $7,849 to $10,964 per month for the position of Public Works Administrative Manager is hereby adopted, in accordance with Resolution CC-2606-040 which added the position on June 9, 2026.

SECTION 2. This resolution shall take effect immediately upon its adoption by the City Council.

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 4th day of August, 2026.

James A. Light, Mayor

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

ATTEST:

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-2608-064 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 4th day of August, 2026, 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:

_____
Eleanor Manzano, CMC
City Clerk

Administrative Report

H.16., **File #** 26-0886 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHEN SPRENGEL, CHIEF OF POLICE

TITLE

APPROVE AN AGREEMENT WITH PARKMOBILE, LLC TO CONTINUE THE MOBILE PHONE PARKING PAYMENT APPLICATION SERVICE AS AN OPTION FOR THE PUBLIC TO PAY PARKING METER AND PAY STATION FEES AT A COST TO THE CITY OF $0.20 + 3% OF EACH TRANSACTION AMOUNT (ESTIMATED TO TOTAL APPROXIMATELY $40,000 PER YEAR), WITH AN ANNUAL SERVICE FEE INCREASE, FOR THE TERM AUGUST 4, 2026 THROUGH AUGUST 3, 2029, WITH TWO AUTOMATIC YEARLY RENEWALS UNLESS TERMINATED BY EITHER PARTY

EXECUTIVE SUMMARY

Since 2021, the City has contracted with Parkmobile, LLC (Parkmobile) to provide a mobile phone parking meter payment service, as a way to offer the public an additional option when paying for parking. The new Agreement will include updated terms for data security, indemnification, and fees. The initial term is three years, with an option for two automatic yearly renewals, unless terminated by either party. The City may terminate the Agreement at any time during the initial term of the agreement with a 90-day written notice to Parkmobile, or during any renewal term periods with a 60-day written notice.

Under the terms of the Agreement, Parkmobile's service fee is $0.20 + 3% of the per transaction amount. The service fee would increase annually by either 10%, or the percentage equal to the average increase in the Consumer Price Index (CPI) over the prior 12-month period, whichever is greater. The total annual service fee paid by the City to Parkmobile is estimated to be $40,000 in year one of the agreement and is expected to grow by roughly $4,000 each year thereafter.

BACKGROUND

Redondo Beach has approximately 1,325 metered parking spaces serviced by Mackay smart-meters, which can accept coin, credit card, and mobile phone payment using a meter payment application service. There are an additional 1,300 parking spaces in the Pier and Harbor area, serviced by pay stations that can also accept mobile phone parking payments.

Following a request for proposal process, the City Council approved an agreement with Parkmobile, LLC on May 5, 2021 to provide a mobile phone parking meter payment application service, as an additional option for the public to pay parking meter fees. At the time, staff worked with Parkmobile, Mackay Meters, and Bank of America, to plan, map equipment, implement, test, and launch the service on all parking meters and pay stations in the City. A soft launch of the Parkmobile payment app began on October 1, 2021 and was supported with advertisement and educational information

about the service. Since that time, use of the Parkmobile app by the public has grown substantially, and averages 10,000 transactions per month.

ParkMobile charges transaction fees to the City, currently $0.35 per transaction. With the new Agreement, the fee structure will change during year one to $0.20 + 3% of the per transaction amount. The service fee increases annually by either 10% or the percentage equal to the average increase in the Consumer Price Index (CPI) over the prior 12-month period, whichever is greater. In FY 2025-26, payments using the ParkMobile app generated $487,803 in total revenue, and the City paid $37,119 in fees. Using the new fee structure, and taking into account the hourly parking meter rate increase effective on August 20, 2026, staff anticipates that ParkMobile application service fees will total approximately $40,000 per year and increase by roughly $4,000 each year thereafter.

COORDINATION

The contract has been reviewed as to form by the City Attorney's Office.

FISCAL IMPACT

During the past year parking meters generated $4.1M of General Fund revenue ($3.78M from parking meter payments and $320K through parking meter permits). Additionally, the City received approximately $2.6M in revenue through the City's waterfront parking facility pay stations. Roughly 7.5% of the City's meter and pay station revenue was collected through the ParkMobile application.

In the coming year, approximately $550,000 of the City's total parking payments are expected to be received through the Parkmobile app. This figure includes the soon to be implemented hourly parking rate increase. The estimated annual cost to the City for the ParkMobile app service, under the terms of the new agreement, is estimated to be $40,000. Funding for the agreement is included in the Police Department's annual operating budget.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - ParkMobile, LLC for mobile phone parking payment application service
- Insurance - ParkMobile LLC

This ParkMobile Service Agreement ("Agreement") is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1075 Peachtree St. NE, Ste 3100, Atlanta, GA 30309 ("ParkMobile") and City of Redondo Beach, a California Municipal Corporation, with offices at 415 Diamond Street, Redondo Beach, California 90277, United States ("Client"). This Agreement will become effective as of the last signature date below (the "Effective Date"). In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

PARTY CONTACTS			
Client		**ParkMobile**	
Legal Name:	City of Redondo Beach	**Legal Name:**	ParkMobile, LLC
Contact:	Lina Carrillo	**Sales Rep:**	Krystela Damasco
Email:	lina.carrillo@redondo.org	**Email:**	krystela.damasco@arrive.com
Phone:	310-697-3461	**Phone:**	(877) 727-5457
Address:	401 Diamond Street, Redondo Beach, California 90277, United States	**Address:**	ParkMobile, LLC 1075 Peachtree St. NE Ste 3100 Atlanta, GA 30309 **For legal notices:** with a copy to ParkMobile's Legal Department at the above address and to legal@parkmobile.io.

SERVICE TERMS	
Services	ParkMobile will provide Client with the Services related to the following types of parking transactions: **On Demand**
Initial Term	3 years beginning on the Effective Date
Renewal	This Agreement will automatically renew for two (2) additional successive 1 year terms unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice of non-renewal at least 60 days before the end of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").
Termination	Either party may terminate this Agreement for any reason by providing written notice to the other party at least ninety (90) days' before the end of the Initial Term. During any Renewal Term, either party may terminate this Agreement for any reason by providing at least sixty (60) days' written notice to the other party.. Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach. Notwithstanding anything to the contrary in this Agreement, Client is a public agency and its payment and performance obligations are subject to annual appropriation by its City Council. If funds are not appropriated for any period, Client may terminate this Agreement, or suspend its

	performance, upon written notice and without penalty, early termination charge, or further liability other than for Services properly rendered before the effective date of termination.
Merchant of Record	The parties designate ParkMobile as the merchant of record. **Client agrees to pay ParkMobile $0.20 + 3% of the total transaction amount per transaction for this service.** ParkMobile will remit any amounts due Client in arrears to Client by the 15th of the following month.

Parking Locations	The Services will be provided to Client in the following locations / geographical territory: **All client locations**
Signage	Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility.
Governing Law	State of California
Schedules	This Agreement incorporates the following Schedules: Schedule 1: Client General Terms, Conditions; Schedule 2: Services, Schedule 3: Insurance Requirements

IMPLEMENTATION FEES			
Description	**Units**	**Rate**	**Price**
Implementation Fee	0	$0.00	$0.00
Custom Development	0	$0.00/hr	$0.00
		Total Implementation Fees:	**$0.00**

ADDITIONAL FEES	
Call Center & Customer Support	$0.00
Client Support & Maintenance	$0.00
Enforcement Portal	$0.00
Reporting Portal	$0.00
Marketing & Advertising	$0.00
Promotional Codes (up to 100)	$0.00/month
Validations (up to 100)	$0.00/month

USER FEES		
On Demand User Fee	$0.45	per transaction

The parties have executed this Agreement as of the Effective Date.

CITY OF REDONDO BEACH		PARKMOBILE, LLC	
By:	_____	By:	Signed by: Andreas Jansson 82A37BD626BC425...
Name:	James A. Light	Name:	Andreas Jansson
Title:	Mayor	Title:	Head GTM ON Street NA
Date:		Date:	7/29/2026 | 5:45 AM PDT

SCHEDULE 1:
CLIENT GENERAL TERMS & CONDITIONS

1. SERVICES

1.1 **General.** During the term, ParkMobile will provide the Services to Client in accordance with the terms and conditions of this Agreement.

1.2 **Launch Date.** The parties will mutually agree upon the launch date for the Services.

1.3 **ParkMobile Application.** On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.

1.4 **Parking Management Services.** Subject to the license granted in Section 2, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.

1.5 **Parking Locations.** The parties agree that ParkMobile does not own, operate, manage, or maintain any Parking Location. Client agrees that ParkMobile is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.

1.6 **Publicity of Services.** Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.

1.7 **Exclusivity.** Reserved.

1.8 **PCI DSS.** ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.

1.9 **Online Client General Terms & Conditions.** The parties agree that this Agreement supersedes the Client General Terms and Conditions that is publicly available at https://parkmobile.io/client-terms with respect to the Services provided under this Agreement.

2. ACCESS & USE OF PLATFORM

2.1 **Provision of Access.** Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, ParkMobile grants Client a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to Client's internal use. ParkMobile will provide Client the Access Credentials within a reasonable time following the Effective Date.

2.2 **Documentation License.** ParkMobile hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the Services.

2.3 **Use Restrictions.** Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.

2.4 **Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.

2.5 **Changes.** ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law; provided, however, that ParkMobile will not make any change that materially degrades the functionality, features, security, or availability of the Services, or that increases Client's obligations or fees, without a subsequent written amendment except as outlined in Section 7.

2.6 **Suspension or Termination of Services.** Notwithstanding anything to the contrary in this Agreement, ParkMobile may suspend, terminate, or otherwise cancel Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ParkMobile receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ParkMobile to do so; or (b) ParkMobile believes, in its good faith and sole discretion, that (i) Client or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv) Client's or any Authorized User's use of the Services disrupts or poses a security risk to ParkMobile or to any

other client, end user, vendor or partner of ParkMobile; or (v) this Agreement expires or is terminated. Except where an imminent security threat or legal demand of the kind described in clause (a) requires immediate action, ParkMobile will give Client prior notice before suspending the Services and, for any suspension based on Client's alleged breach, a thirty (30) days opportunity to cure. ParkMobile will limit any suspension in scope and duration to the extent reasonably necessary and will promptly restore the Services once the basis for suspension is resolved. This Section does not limit any of ParkMobile's other rights or remedies, whether at law, in equity, or under this Agreement.

3. CLIENT RESPONSIBILITIES

3.1 **Use of Platform Account.** Client is responsible and liable for all uses of the Platform resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client must notify ParkMobile immediately of any breach of security or unauthorized use of Client's account.

3.2. Parking Information. Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.

3.3. Effect of Client Failure or Delay. ParkMobile is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

4. SERVICE AND SUPPORT

4.1. Scheduled Maintenance. ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, ParkMobile may modify this window from time-to-time by providing Client with advance notice. If ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.

4.2 Client Support. ParkMobile will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. ParkMobile will provide technical support for rate and configuration changes to Client Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, Client may submit a support request via email to support@parkmobile.io. For issues relating to Reservation Parking Services, Client may submit a support request via email to prs@parkmobile.io. ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, Client may contact the on-call engineer via email to applicationsupport@parkmobile.io.

4.3 End-User Support. ParkMobile will provide customer support for ParkMobile Users 24 hours a day, seven days a week, 365 days a year. There are multiple methods that ParkMobile Users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

5. CONFIDENTIAL INFORMATION

5.1 **General.** Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.

5.2 **Permitted Disclosures.** Notwithstanding Section 5.1, the receiving party may make disclosures if the information (i) is or becomes generally known to the public through no fault of, or breach of this Agreement by, the receiving party; (ii) is rightfully in the receiving party's possession at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving Party without use of the disclosing party's Confidential Information; (iv) is rightfully obtained by the receiving Party from a third party without restriction on use or disclosure; (v) required to be disclosed by the receiving party pursuant to law, rule, regulation, subpoena, or court order, including but not limited to the California Public Records Act (CALIFORNIA PUBLIC RECORDS ACT GOVERNMENT CODE SECTION 7920.000 ET SEQ.); (vi) disclosed due to any rule, order, referral, or request, including without limitation any rule, order, referral, or request of Client's City Council; or (vii) disclosed as part of the Client's customary contract approval process.

5.3 **Personal Data.** In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

6. INTELLECTUAL PROPERTY OWNERSHIP

6.1 **Client Data.** Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a non-exclusive, royalty-free license during the Term to use Client Data for the purpose of fulfilling its obligations under this Agreement. Upon expiration or termination of this Agreement, ParkMobile will deactivate Client Data.

6.2 **Client Brand Features.** Client grants to ParkMobile a nonexclusive, nonsublicensable, nontransferable, royalty

free license during the term to display Client's Brand Features in connection with providing the Services. ParkMobile shall obtain Client's prior written approval before any promotional marketing, publicity, or other non-operational use of Client's Brand Features, including any use of Client's name, official seal, logo, or insignia. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.3 **ParkMobile IP.** Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.

6.4 **ParkMobile Brand Features.** ParkMobile grants to Client a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at https://parkmobile.io/company/parkmobile-media-assets/logos/. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.5. ParkMobile User Data. ParkMobile User Data remains the sole and exclusive property of ParkMobile. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or (iii) use ParkMobile User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to Client. ParkMobile grants Client a royalty-free non-exclusive license, during and after the Term, to access, use, retain, and export parking transaction and usage data relating to Client's Parking locations (excluding PCI Data and full credit card numbers) for Client's purposes, including parking enforcement, operations, planning, and audit. ParkMobile will not sell or rent, or share for any advertising, any Personal Data of ParkMobile Users collected in connection with Client's Parking Locations, and will handle such Personal Data in compliance with applicable privacy laws.

6.6 Resultant Data. Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services.

6.7 Reservation of Rights. ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.

7. FEES AND PAYMENT

7.1. Fees. Client shall pay ParkMobile the fees set forth in the Agreement that incorporates these Client General Terms & Conditions ("Fees") in accordance with this Section 7.

7.2 Payment Terms. The parties designate ParkMobile as the merchant of record. Client agrees to pay ParkMobile $0.20 + 3% of the total transaction amount per transaction for this service. On or before the 15th day of each month, ParkMobile will disburse to Client all parking fees ParkMobile received during the preceding month from ParkMobile Users on behalf of Client as a direct result of this Agreement, less any undisputed amounts owed to ParkMobile. ParkMobile holds all parking fees collected on the Client's behalf for the benefit of the Client, and will not deduct any disputed amount without Client's written consent, and will provide monthly remittance reports in reasonable detail. Upon at five (5) business days' written notice, Client (or its designated representative) may audit ParkMobile's books and records relating to parking fees collected, deducted, and remitted under this Agreement. ParkMobile shall provide such information electronically.

7.3. Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.

7.4. Reserved.

7.5. No Deductions or Setoffs. All amounts payable to ParkMobile under this Agreement shall be paid by Client to ParkMobile in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law). In the event of a remittance error, ParkMobile shall pay all amounts due to Client within thirty (30) days after discovering, or reasonably should have discovered, the error.

7.6. Fee Increases. Beginning on the first anniversary of the Effective Date and continuing annually thereafter on a compounding basis, fees shall increase by ten percent (10%) or the percentage equal to the average increase in all items under the Consumer Price Index over the prior 12- month period, whichever is greater. Based on this criteria, fees shall then round up to the nearest two (2) decimal places. ParkMobile shall provide at least sixty (60) days prior written notice to the Client of any fee increase.

7.7. Limited Payment Agent. Client appoints ParkMobile as its agent for the limited purpose of receiving, holding, and settling payments made by ParkMobile Users to Client in connection with the Services. Client acknowledges and agrees that receipt of payment from ParkMobile Users in connection with the Services by ParkMobile shall be deemed the same as receipt by Client itself.

8. REPRESENTATIONS AND WARRANTIES

8.1. Mutual. Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the

representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 **ParkMobile.** ParkMobile represents, warrants, and covenants to Client that ParkMobile will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. ParkMobile further represents, warrants, and covenants that it will: (a) accurately collect, account for, safeguard, and timely remit to Client all parking fees collected on Client's behalf; (b) perform the Services in compliance with all applicable laws, including the Payment Card Industry Data Security Standard and applicable data-privacy laws; and (c) use commercially reasonable measures to ensure the Services do not introduce viruses, malware, or other malicious code into Client's systems or data.

8.3 **Disclaimers.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1 AND SECTION 8.2, ALL SERVICES ARE PROVIDED "AS IS." PARKMOBILE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PARKMOBILE DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. PARKMOBILE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, PROVIDED THAT this disclaimer applies only to causes outside ParkMobile's reasonable control and does not limit ParkMobile's express warranties under Sections 8.1 and 8.2, its service-availability commitment under Section 11.3, or its data-protection obligations under Section 11.2.

9. INDEMNIFICATION

9.1 **Indemnification by ParkMobile.** To the maximum extent permitted by law, ParkMobile shall defend, indemnify, and hold harmless Client and its officers, officials, officers, employees, attorneys, agents, and volunteers from and against any third-party claims, demands, suits, or proceedings ("Claims") alleging (i) that Client's authorized use of the Services infringes or misappropriates any third-party IP Rights, or (ii) the unauthorized acquisition, access, disclosure, misuse, or other compromise of Personal Data, PCI Data, or Client Confidential Information that is in ParkMobile's custody or control and is caused by ParkMobile's negligence or results from ParkMobile's breach of Section 5 (Confidential Information) or Section 11 (Data Protection and Security). ParkMobile shall further defend, indemnify, and hold harmless the same parties from any Claims to the extent caused by ParkMobile's negligence, recklessness, willful misconduct, or breach of this Agreement, including Claims for (a) bodily injury or tangible property damage arising out of ParkMobile's performance; (b) ParkMobile's failure to accurately collect, account for, safeguard, or timely remit parking fees collected on Client's behalf; or (c) ParkMobile's violation of any applicable law, including payment-card and privacy laws.

9.2 **Indemnification by Client.** To the maximum extent permitted by law, Client shall indemnify and hold harmless ParkMobile from Claims to the extent caused by (i) Client's breach of its representations and warranties under this Agreement; (ii) Client's gross negligence, recklessness, willful misconduct or breach of this Agreement; or (iii) Client's disclosure or use of ParkMobile User Data in violation of this Agreement. Client's obligation to indemnify and hold harmless is governed by the California Government Claims Act (Government Code section 810 et seq.)

9.3 **Reserved.**

9.4 **Nonwaiver of Rights.** Client does not and shall not waive any rights that they may possess against ParkMobile because the acceptance by Client, or the deposit with Client of any insurance policy or certificate required pursuant to this Agreement.

9.5 **Waiver of Right of Subrogation.** ParkMobile, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Client.

9.6 **Mitigation.** If any of the Services are claimed to, or in ParkMobile's opinion are likely to, infringe, misappropriate, or otherwise violate any third-party IP Rights, or if Client's use of the Services is enjoined or threatened to be enjoined, ParkMobile may, at its option and sole cost and expense:
(a) obtain the right for Client to continue to use the Services as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Services, as applicable, under this Agreement; or (c) by written notice to Client, terminate this Agreement and require Client to immediately cease any use of the Services.

9.7 **Sole Remedy.** THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND PARKMOBILE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. LIMITATION OF REMEDIES AND DAMAGES

10.1 **Exclusion of Damages.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL PARKMOBILE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR

ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 **Cap on Monetary Liability.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THREE TIMES THE TOTAL AMOUNTS PAID TO PARKMOBILE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.3 **Exceptions.** The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to either party's obligations under Section 9, a party's breach of its confidentiality obligations under Section 5, either party's breach of its data protection and security obligations under Section 11, or any liability arising from a party's gross negligence, willful misconduct, or violation of applicable law.

11. ADDITIONAL TERMS

11.1 **Insurance.** Throughout the term of this Agreement, ParkMobile will maintain, at its own expense, insurance that complies with Schedule 3, which is attached hereto and incorporated by this reference.

11.2 **Data Protection and Security.** (a) ParkMobile will maintain PCI DSS compliance throughout the Term and will provide Client a current Attestation of Compliance on the Effective Date, annually, and upon Client's reasonable request. (b) ParkMobile will implement and maintain administrative, physical, and technical safeguards that meet or exceed generally recognized industry standards to protect Personal Data and Client Data against unauthorized access, use, disclosure, alteration, or destruction. (c) ParkMobile will notify Client without undue delay, and in no event later than seventy-two (72) hours, after discovering any actual or reasonably suspected breach of security affecting Personal Data or Client Data; will cooperate with Client in meeting Client's obligations under California Civil Code sections 1798.29 and 1798.82; and will bear the reasonable costs of investigation, notification, and remediation to the extent the breach arises from ParkMobile's systems, personnel, or subcontractors. (d) To the extent ParkMobile processes Personal Data on Client's behalf, ParkMobile is a service provider under the California Consumer Privacy Act (Civil Code section 1798.100 et seq.) and will not retain, use, sell, share, or disclose such Personal Data except as necessary to perform the Services under this Agreement.

11.3 **Service Availability.** ParkMobile will use commercially reasonable efforts to make the Platform and the ParkMobile Application available to Client and ParkMobile Users at least 99.5% of the time, measured monthly and excluding scheduled maintenance and Force Majeure events, and will provide availability and incident reports upon Client's reasonable request.

11.4 **Deactivation.** Upon expiration or any termination of this Agreement, ParkMobile will deactivate the Parking Locations from its Services and will no longer accept payment or fees.

11.5 **Public Agency Provisions.** The parties acknowledge that the following provisions apply notwithstanding anything to the contrary in this Agreement.

(a) **Non-Appropriation.** Client's obligations are subject to annual appropriation as set forth in the Termination provisions of this Agreement.

(b) **Nondiscrimination.** ParkMobile shall not discriminate against any person on any basis prohibited by applicable federal, state, or local law in its performance under this Agreement.

(c) **Compliance with Laws.** ParkMobile shall comply with all applicable federal, state, and local laws and regulations in performing the Services.

12. GENERAL TERMS

12.1 **Assignment.** Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntary, involuntarily, by operation of law, or otherwise, without ParkMobile's prior written consent. No assignment, delegation, or transfer will relieve Client of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.1 is void and City may immediately terminate this Agreement upon written notice. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. In the event ParkMobile engages in a merger, acquisition, sale of substantially all of its assets, or change or control, ParkMobile shall provide Client written notice of the transaction within thirty (30) days after such transaction. Client may terminate this Agreement upon written notice following any such transaction. .

12.2 **Severability.** If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

12.3 **Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.4 **Notices.** Any notice or communication permitted or required under this Agreement must be in writing and will be deemed

received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the party and the address set forth at the beginning of this Agreement or such other address as either party may specific in writing. Any notice permitted or required under this Agreement that is sent to ParkMobile shall also be sent via email to legal-notices@parkmobile.io.

12.5 **Governing Law.** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, United States of America (including its statutes of limitations). The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Los Angeles County, California.

12.6 **Amendment; Waivers.** Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a Client purchase order, vendor onboarding process or web portal, or any other Client order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

12.7 **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

12.8 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

12.9 **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees, ParkMobile's obligation to remit parking fees collected on Client's behalf, and either party's confidentiality and data-security obligations) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war. If a force majeure event prevents ParkMobile from providing the Services for more than thirty (30) consecutive days, Client may terminate this Agreement upon written notice without penalty or further liability.

12.10 **Independent Contractors.** The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

12.11 **Export Control.** Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulation.

12.12 **Interpretation.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

12.13 **Counterparts.** The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

12.14 **Survival.** The following provisions survive any expiration or termination of this Agreement and remain in effect: Section 5 (Confidential Information); Section 6 (Intellectual Property Ownership); Section 7 (Fees and Payment, as to amounts accrued, collected, or owed before the effective date of termination); Section 8.3 (Disclaimers); Section 9 (Indemnification); Section 10 (Limitation of Remedies and Damages); Section 11.2 (Data Protection and Security); and Sections 12.2 (Severability), 12.4 (Notices), 12.5 (Governing Law), 12.8 (No Third-Party Beneficiaries), 12.12 (Interpretation), and this Section 12.14. In addition, any other provision that expressly states that it survives, or that by its nature is intended to survive, will survive.

13. DEFINITIONS

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

"Authorized User" means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

"Brand Features" means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"Client Data" means any data specific to Client's operation that is provided by Client to ParkMobile to be used in the provision of Services that is not available to ParkMobile publicly or by other means.

"Confidential Information" means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

"Documentation" means any manuals, instructions, or other documents or materials that ParkMobile provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

"IP Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Parking Information" means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

"Parking Location" means the location or locations of Client's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.

"ParkMobile Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitates the payment of parking transactions.

"ParkMobile User" means an end user that uses the ParkMobile Application.

"ParkMobile User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application.

"PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions

"Personal Data" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes "personal data" or "personal information" within the meaning of any relevant and applicable data privacy or protection laws.

"Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client's Parking Locations.

"Resultant Data" means data and information related to Client's, Authorized Users' and/or ParkMobile Users' use of the Services that is used by ParkMobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement.

SCHEDULE 2: SERVICES
ON-DEMAND PARKING SERVICES

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application ("On-Demand Parking").

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting https://app.parkmobile.io; (2) calling ParkMobile's IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the ParkMobile User's payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from https://app.parkmobile.io to access and print parking history, receipts, and statements.

SCHEDULE 3

INSURANCE REQUIREMENTS

Without limiting ParkMobile's indemnification obligations under this Agreement, ParkMobile 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 ParkMobile, 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.

Cyber Liability Insurance.

Minimum Limits of Insurance

ParkMobile 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 of $4,000,000 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.

Cyber Liability Insurance: $5,000,000 per occurrence for data breaches, cyberattacks, and other cybersecurity risks

The insurance requirements specified in this Agreement may be satisfied by a combination of primary and umbrella or excess liability insurance policies.

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 ParkMobile 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 shall 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 ParkMobile. General liability coverage can be provided in the form of an endorsement to the ParkMobile'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 ParkMobile.

For any claims related to this project, the ParkMobile'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 ParkMobile'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 ParkMobile'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

ParkMobile 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

ParkMobile 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/30/2026

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).

PRODUCER	CONTACT NAME: Laura McDonald
Arthur J. Gallagher Risk Management Services, LLC 1050 Crown Pointe Parkway, Suite 600 Atlanta GA 30338	PHONE (A/C, No, Ext): 678-393-5244 FAX (A/C, No): E-MAIL ADDRESS: laura_mcdonald@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : ACE American Insurance Company	22667
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ParkMobile USA, Inc
1100 Spring Street Suite 200
Atlanta GA 30309

COVERAGES **CERTIFICATE NUMBER:** 763373391 **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	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:			36091030	5/1/2026	5/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	73651271	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** ☒ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			56729349	5/1/2026	5/1/2027	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Cyber			D02964934	5/1/2026	5/1/2027	Limit:	$5,000,000

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

CERTIFICATE HOLDER

City of Rendondo Beach, CA
415 Diamond Street Door 1
Rendondo Beach CA 90277

CANCELLATION

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

Christopher R. Ward

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/30/2026

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.

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PRODUCER	CONTACT NAME: Laura McDonald
Arthur J. Gallagher Risk Management Services, LLC 1050 Crown Pointe Parkway, Suite 600 Atlanta GA 30338	PHONE (A/C, No, Ext): 678-393-5244 FAX (A/C, No): E-MAIL ADDRESS: laura_mcdonald@ajg.com

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INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ParkMobile USA, Inc
1100 Spring Street Suite 200
Atlanta GA 30309

COVERAGES **CERTIFICATE NUMBER:** 763373391 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:			36091030	5/1/2026	5/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	73651271	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** ☒ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			56729349	5/1/2026	5/1/2027	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Rendondo Beach, CA
415 Diamond Street Door 1
Rendondo Beach CA 90277

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Christopher R. Ward

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Administrative Report

H.17., **File #** 26-0894 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: ELIZABETH HAUSE, WATERFRONT & COMMUNITY SERVICES DIRECTOR

TITLE

APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE REDONDO BEACH UNIFIED SCHOOL DISTRICT FOR THE USE OF ELEMENTARY SCHOOL CAMPUSES FOR THE CITY'S AFTER SCHOOL PROGRAM

EXECUTIVE SUMMARY

The Community Services Department operates a daily After School Program for children ages 6-12 at all eight RBUSD elementary schools. Staff recommends the City Council approve a Memorandum of Understanding (MOU) with the Redondo Beach Unified School District (RBUSD) to allow the program to continue on school campuses through July 31, 2027 for a total annual cost to the City of $10,000. This amount is unchanged from the most recent agreement with RBUSD and is accounted for in the City's FY 2026-27 adopted budget.

BACKGROUND

The Community Services Department operates an After School Program for children ages 6-12 years old. The program is held daily, during the school year on each of the eight RBUSD elementary school campuses. While the program focuses on recreational activities, time is also dedicated for the completion of homework. The upcoming 2026-27 school year has 565 current program registrants, with spaces still available at each location.

The proposed MOU with RBUSD (attached) would allow the after-school program to continue operation through July 31, 2027. The total cost to the City for use of the school sites is $10,000, which offsets the District's maintenance and custodial impacts. This amount is consistent with previous agreements.

Staff recommends the City Council approve the proposed MOU with RBUSD to allow the City's After School Program to continue on the District's elementary school campuses. The Redondo Beach Board of Education is scheduled to review the proposed MOU at its regular meeting on August 11, 2026.

COORDINATION

The Community Services Department coordinated preparation of the MOU with the City Attorney's Office, and the City's Attorney Office approved the MOU as to form.

FISCAL IMPACT

The total cost for the proposed MOU is $10,000 and funding for the expense is included in the Community Services Department's annual operating budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Proposed MOU with RBUSD

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF REDONDO BEACH
AND THE REDONDO BEACH UNIFIED SCHOOL DISTRICT
REGARDING THE AFTER-SCHOOL PROGRAM OPERATED
BY THE CITY OF REDONDO BEACH AT REDONDO BEACH UNIFIED SCHOOL SITES

This Memorandum of Understanding (“MOU”), is made and entered into as of the date of the last signature set forth below by and between the CITY OF REDONDO BEACH ("CITY"), a chartered municipal corporation and the REDONDO BEACH UNIFIED SCHOOL DISTRICT ("RBUSD") (collectively the "PARTIES" or, individually "PARTY").

WITNESSETH

WHEREAS, the After-School Program was developed after the RBUSD sought the assistance of CITY to provide an after-school childcare program to serve the residents of Redondo Beach; and

WHEREAS, CITY has operated the After-School Program during the school year for over forty years; and

WHEREAS, RBUSD has permitted the After-School Program to be conducted on RBUSD sites at classrooms or facilities designated in writing by RBUSD (collectively “Facilities”); and

WHEREAS, the After-School Program provides a custodial after-school childcare service for the elementary students attending RBUSD; and

WHEREAS, on or about August 12, 2025, the CITY and RBUSD entered into an MOU regarding the After-School Program; and

WHEREAS, the CITY and RBUSD agree to continue their collaboration in the operation of the After-School Program on RBUSD sites; and

WHEREAS, CITY and RBUSD wish to continue this collaboration pursuant to the terms and conditions outlined in this MOU; and

WHEREAS, the PARTIES agree that each PARTY shall assume full and independent responsibility for ensuring its own compliance with the state and local law despite the collaborative approach of this MOU.

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

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

Section 2 Purpose. The purpose of this MOU is to allow the CITY to operate a custodial After-School Program on certain RBUSD sites.

Section 3 Cooperation. CITY and RBUSD shall cooperate with one another to attain the purpose of this MOU.

Section 4 RBUSD After-School Program Sites. CITY will continue to provide and operate the After-School Program at the RBUSD sites where it presently provides and operates the program. RBUSD warrants that all listed sites are maintained in safe condition and free of known defects at the commencement of the Program.

These RBUSD School sites are:

Alta Vista, 815 Knob Hill Avenue	**Beryl Heights**, 920 Beryl Street
Birney, 1600 Green Lane	**Jefferson**, 600 Harkness Lane
Lincoln, 2223 Plant Avenue	**Madison**, 2200 MacKay Lane
Tulita, 1520 Prospect Avenue	**Washington**, 1100 Lilienthal Lane

Should either PARTY wish to add or remove the After-School Program at any RBUSD school site, such modification shall be agreed to by the PARTIES and an amendment shall be executed to this MOU.

Section 5 Term. The term of this MOU commences on August 5, 2026 and expires on July 31, 2027.

Section 6. CITY Agrees:

a. To provide to RBUSD proof that CITY staff working at the After-School Program on RBUSD sites have completed mandated reporter training.

b. To provide a high level of service to children enrolled in the After-School Program, which shall begin immediately after the conclusion of the regular RBUSD instruction, as defined by each RBUSD school site's daily schedule. This includes early release dates or minimum days, and the program continue until it closes at 6:00pm. The After-School Program will not provide care during RBUSD-designated holidays or non-instructional days.

c. To provide supervised and organized activities through the use of RBUSD Facilities, consistent with site use guidelines and in written consultation with each site principal.

d. To remove RBUSD principals from the After-School Program's disciplinary matrix.

e. To fully comply with the provisions of Education Code 45125.1 (fingerprint requirements).

f. To the maximum extent provided by law, comply with any federal, state, county or local agency order regarding a declared pandemic.

g. To be responsible for children enrolled in the After-School Program upon each child's check-in at the After-School Program and until the child is checked out of the After- School Program by a parent or adult individual authorized by the parent, with documentation of daily departure times for each child.

h. To maintain an updated roster that includes all children enrolled in the After-School Program.

i. The After-School Program will be open every school day during the regular school year.

j. To compensate RBUSD in the amount of $10,000.00 for the school year for maintenance due to normal wear and tear of RBUSD's facilities. In the event of an act of God and/or declared national, state, county or local emergency which results in the cessation or suspension of performance under this MOU, the compensation for maintenance shall be prorated at a rate of $909.09 per month. Compensation shall be sent to RBUSD no later than June 1, 2027 at the address listed in Exhibit A to the attention of the Office of Administrative Services.

k. Provide RBUSD site principals and the Executive Director of Student Services a list of the After-School Program Site Supervisors and Staff Names by September 1st of the year.

l. Provide RBUSD site principals and the Executive Director of Student Services with an updated list of students enrolled in the After-School Program on a quarterly basis as follows: August 18, November 13, January 15, and April 15 of the year.

m. Use best practices to maintain a 35:1 ratio of enrollees per Staff Member.

n. Restrict the use of all electronic devices, except for District-provided Chromebook™ during CITY approved and supervised homework time.

o. Restrict CITY staff use of cell phones, except in the performance of their duties.

p. Provide RBUSD site principals and the Executive Director of Student Services a general activity schedule, outlining the daily activities of the After-School Program, no later than the first day of the school year.

Section 7. RBUSD Agrees:

a. To allow CITY to operate the After-School Program on the RBUSD sites listed in Section 4 of this MOU.

b. To facilitate an initial coordination meeting with principals of each RBUSD site listed in Section 4, with the CITY designated Recreation Coordinator, and the CITY designated After-School Program staff at the beginning of the school year. This meeting shall be held within the first seven (7) days of the start of the school year.

c. To have the principals of each RBUSD site listed in Section 4 meet with the CITY's After-School Program representative, as requested by the CITY, to address any issues with the program.

d. To permit the CITY to continue to use the Facilities for the duration of the school year on each RBUSD site for the After-School Program, and to provide a designated restroom closest to the Facilities for use by the After-School Program.

e. To provide room partitions to maximize student capacity and participation in accordance with federal, state, county and/or local agency orders with respect to a declared health emergency.

f. If the Facilities are not available due to a special event, the principal of the RBUSD site will provide a comparable indoor classrooms or facilities to operate the After-School Program. The principal shall provide at least one-week advanced written notice of the change to the CITY designated Recreation Coordinator.

g. To be solely responsible for the repair and maintenance of the playgrounds and playground equipment and all structures, including, but not limited to, all restrooms and classrooms at each RBUSD site.

To not re-disclose shared data to third parties and securely destroy or return the data to the CITY upon expiration of this MOU. This provision shall survive expiration of this MOU.

Section 8. The PARTIES agree that each PARTY shall cooperate with one another by providing information regarding: 1) behavioral issues of children participating in the After-School Program, to the extent permitted by law, 2) on-campus safety issues (i.e., lockdown), and 3) emergency contact information for facilities maintenance. RBUSD acknowledges that student rosters and related information shared by the CITY pursuant to this MOU may contain personally identifiable information ("PII") and agrees to receive, use, and maintain such data in full compliance with the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g), California Education Code Sections 49060-49085, and all applicable privacy laws. RBUSD shall determine, in its sole discretion, whether such shared information qualifies under FERPA exceptions or equivalent exceptions under California Education Code Sections 49073 and 49076, and handle it accordingly.

Section 9 Indemnification.

a. To the fullest extent permitted by law, the CITY agrees to defend, indemnity, and hold harmless RBUSD from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, and losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, as well as attorney's fees, court costs, and any other costs incurred in relation to, as a consequence of, or arising out of the performance of the CITY's duties and responsibilities of this MOU. It is understood that the acts and omissions solely related to a child enrolled in the After-School Program for which the CITY agrees to indemnify, defend, and hold harmless RBUSD are only those which occur from the time that each such child is checked in at the CITY's After-School Program and shall continue only until the child is checked out of the After-School Program by a designated individual.

b. To the fullest extent permitted by law, RBUSD agrees to defend, indemnity, and hold harmless CITY from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, and losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, as well as attorney's fees, court costs, and any other costs incurred in relation to, as a consequence of, or arising out of the performance of RBUSD's duties and responsibilities in this MOU.

c. This provision shall survive termination or expiration of this MOU.

Section 10 Insurance.

a. While it is acknowledged that the CITY is presently self-insured up to $500,000.00, the CITY agrees to provide general liability insurance, insuring RBUSD against all claims and demands for bodily injury and property damage with respect to all services, duties, and responsibilities arising out of, or in connection with, the terms of this MOU.

b. RBUSD agrees to provide general liability insurance, insuring CITY against all claims and demands for bodily injury and property damage with respect to all services, duties, and responsibilities arising out of, or in connection with, the terms of this MOU.

c. The insurance provided by each party shall maintain limits (above each party's self-insured retention) of no less than $2,000,000.00 per occurrence for bodily injury, personal injury, and property damage and $4,000,000.00 in the aggregate, which shall apply separately. An umbrella policy may be used to provide additional liability coverage, so long as the combined General Liability coverage (General Liability and umbrella) is at least $2,000,000.

Section 11 Reserved.

Section 12 General Provisions.

a. Notices. Any notices or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the PARTY at the address set forth in Exhibit A. PARTIES shall promptly notify each other of any change of information. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (1) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (2) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit A.

b. Administration. For the purpose of this MOU, the PARTIES hereby designate as their respective Party Representatives the persons named in Exhibit B. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this MOU on behalf of such Party.

c. Relationship to PARTIES. The PARTIES are and shall remain at all times as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligations, or liability on behalf of another PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee or officer of another PARTY.

d. Binding Effect. This MOU shall be binding upon and inure to the benefit of each PARTY to this MOU and their respective heirs, administrators, representatives, successors and assigns.

e. Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by an instrument in writing signed by all the PARTIES.

f. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

g. Assignment Prohibited. No PARTY may assign its respective rights or obligations under this MOU without the prior written consent of the other PARTIES.

h. Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the PARTIES, venue in the state trial courts shall lie exclusively in the County of Los Angeles.

i. No Presumption in Drafting. The PARTIES to this MOU agree that the general rule that an MOU is to be interpreted against the PARTY drafting it, or causing it to be prepared, shall not apply.

j. Entire Agreement. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior contemporaneous agreements, whether written or oral, with respect hereto.

k. Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall be not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).

l. Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this MOU that is due to any of the following causes (which causes are hereinafter referred to as “Force Majeure”), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, labor strikes, natural catastrophes, governmental acts or omissions, changes in laws or regulations, fire, explosion; provided that the Parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic, which is ongoing as of the date of the execution of this MOU.

m. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.

n. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

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

[SIGNATURES ON FOLLOWING PAGES]

CITY OF REDONDO BEACH,
a chartered municipal corporation

By: _____ Date: _____
James A. Light
Mayor

ATTEST:

By: _____
Eleanor Manzano
City Clerk

APPROVED AS TO FORM

By: _____
Joy A. Ford
City Attorney

REDONDO BEACH UNIFIED SCHOOL DISTRICT

Date: _____ By: _____
Byung Cho
Board President

ATTEST:

By: _____
Nicole Wesley, Ed.D.
Superintendent of Schools

APPROVED AS TO FORM

By: _____
Joseph D. Larsen
Counsel for RBUSD

EXHIBIT A

City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277
Attention: City Manager

Redondo Beach Unified School District
1401 S. Inglewood Avenue
Redondo Beach, CA 90278
Attention: Office of Administrative Services

EXHIBIT B

FOR THE CITY:

City of Redondo Beach
Community Services Department
1922 Artesia Boulevard
Redondo Beach, CA 90278
Attention: Elizabeth Hause, Community Services Director

FOR RBUSD:

Redondo Beach Unified School District
1401 S. Inglewood Avenue
Redondo Beach, CA 90278
Attention: Jason Kurtenbach, Executive Director of Student Services, Redondo Beach Unified School District

Administrative Report

H.18., **File #** 26-0918 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: ELIZABETH HAUSE, WATERFRONT AND COMMUNITY SERVICES DIRECTOR

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2608-065, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO QUALITY SEAFOOD, INC.

APPROVE A LEASE WITH QUALITY SEAFOOD, INC. FOR THE PROPERTY LOCATED AT 100-130 INTERNATIONAL BOARDWALK FOR THE TERM MAY 1, 2026 THROUGH JUNE 30, 2036

EXECUTIVE SUMMARY

Quality Sea Food. Inc. (Quality Seafood) has been a fixture on the Redondo Beach Pier for more than seventy years and is one of the Harbor's longest-operating businesses. The tenant currently occupies approximately 10,499 square feet on the International Boardwalk under lease agreements originally executed in 1991 and 1995, both of which have expired. While negotiations were underway, the tenant continued operating on a month-to-month basis.

The proposed lease modernizes and consolidates the prior agreements into a single lease that better reflects current market conditions. The lease establishes a ten-year initial term, requires a minimum private investment of $500,000 in storefront and facility improvements, incorporates the occupation and use of an additional 420 square feet of space, and provides for annual rent increases. Lease revenue will accrue to the Harbor Uplands Fund. The proposed lease preserves one of the Harbor's legacy businesses; secures substantial private investment in the International Boardwalk; and, significantly updates critical lease provisions that have remained largely unchanged for more than three decades.

BACKGROUND

Quality Sea Food has operated on the Redondo Beach Pier for more than seventy years and is widely recognized as one of the Harbor's most popular and longstanding businesses. The tenant currently occupies approximately 10,499 square feet at 100-130 International Boardwalk, consisting of a seafood market, restaurant, ground floor and upper-level dining areas, and storage space. The existing lease agreements, originally executed in 1991 and 1995, have expired, and the tenant has continued operating on a month-to-month basis during negotiations of a comprehensive replacement lease.

The proposed lease replaces the prior agreements with a single, modern lease that reflects contemporary leasing practices, establishes updated maintenance and operational standards,

expands the tenant's footprint, and provides a framework for continued investment in the property. The lease provides for an initial term commencing May 1, 2026 and running through June 30, 2036, with two optional five-year extension terms, subject to mutual agreement on future lease terms and continued tenant compliance with the lease.

The lease establishes a minimum monthly rent of $26,180, increasing by three percent annually, or 7.25% of monthly gross sales, whichever is greater. This is an increase from the existing monthly minimum rent of $18,889, or 6.5% of monthly gross sales, whichever is greater. In addition, the tenant will continue to pay its proportionate share of common area maintenance expenses and other operating costs associated with the International Boardwalk. These provisions help ensure the City receives stable base revenue while allowing additional revenue to be realized as the business grows.

A significant component of the proposed lease is the tenant's commitment to reinvest in the property. The lease requires construction of storefront improvements to commence upon execution and requires the tenant to invest a minimum of $500,000 during the first three years of the lease, with all required storefront improvements completed within the first five years. Required improvements include replacement of aging signage, tables, exterior lighting, roll-up doors, seating, flooring, exterior finishes, utility screening, and other improvements intended to improve both the appearance and long -term condition of the International Boardwalk.

Recognizing the City's long-term vision for revitalization of the Harbor, the lease also preserves the City's flexibility by allowing termination upon twelve months' written notice after the initial lease term if necessary to facilitate future redevelopment activities. This provision balances the tenant's long-term business investment with the City's ability to implement future Harbor improvements. The lease includes a personal guarantee and a security deposit equal to one month's minimum rent.

COORDINATION

The proposed Resolution and Lease Agreement were reviewed and approved as to form by the City Attorney's Office.

FISCAL IMPACT

Revenue generated by the lease will accrue to the City's Harbor Uplands Fund. The lease provides minimum annual rental revenue of $314,160 during the first year, with annual 3% increases to the minimum rent throughout the lease term. Because the City will receive the greater of the minimum rent or 7.25% of monthly gross sales, lease revenue is likely to exceed the guaranteed minimum. Based on prior year performance, staff estimates an additional $75,000 in annual revenue due to the increase in the shared gross percentage rent provision. In addition to rental revenue, the tenant is responsible for its proportionate share of common area maintenance expenses and has committed to invest at least $500,000 in capital improvements to the property during the initial three years of the lease.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2608-065 Leasing Certain Property to Quality Sea Food, Inc.
- Agmt - Proposed Lease Between the City of Redondo Beach and Quality Sea Food, Inc.

RESOLUTION NO. CC-2608-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO QUALITY SEAFOOD INC.

WHEREAS, Section 2-21.01, Chapter 21, Title 2, of the Redondo Beach Municipal Code provides that any lease of public land owned or controlled by the City of Redondo Beach, or by any department or subdivision of the City, shall be administratively approved by resolution; and

WHEREAS, the City Council shall approve the subject lease only upon the making of certain findings.

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

SECTION 1. That the City Council of the City of Redondo Beach approves the lease with Quality Seafood Inc. ("Lease") for the property commonly located at 100 - 130 International Boardwalk, Redondo Beach, CA 90277, consisting of approximately 10,919 rentable square feet**,** as further detailed in the Lease attached hereto as Exhibit "A" and incorporated herein as set forth in full.

SECTION 2. That the City Council of the City of Redondo Beach hereby finds:

1. The Lease will result in a net economic or other public benefit to the City of Redondo Beach or the general public; and
2. The granting of the Lease is consistent with and will further the fiscal, budgetary and applicable economic development, social, recreational, public safety or other applicable adopted policies of the City; and
3. The Lease, and all land uses and development authorized by the Lease, are consistent with all applicable provisions of the general plan, the Coastal Land Use Plan where applicable, and the applicable zoning ordinances of the City; and
4. The Lease and all land uses and development authorized by the Lease, are consistent with and will carry out the goals, standards and policies of any specific plan applicable to the Lease property; and
5. The Lease and its purposes are consistent with all other applicable provisions of law; and
6. The Lease and all land uses and development authorized by the Lease are consistent with terms of and will further the purposes of the grant from the State and all applicable laws and agreements governing use of the land; and
7. The Lease shall not exceed sixty-six (66) years.

PASSED, APPROVED AND ADOPTED this 4th day of August, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
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-2608-065 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 4th day of August, 2026, and there after 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:

_____
Eleanor Manzano, CMC
City Clerk

EXHIBIT A

REDONDO BEACH INTERNATIONAL BOARDWALK LEASE

by and between

CITY OF REDONDO BEACH
A CHARTERED MUNICIPAL CORPORATION
Landlord

and

QUALITY SEA FOOD, INC.
A CALIFORNIA CORPORATION
Tenant

DATED AS OF
MAY 1, 2026

REDONDO BEACH, CALIFORNIA 90277

SUMMARY OF LEASE PROVISIONS:

The information provided below is a summary of detailed provisions set forth in this Lease agreement by and between Landlord and Tenant identified below. This summary is intended to provide an overview only and is not intended to alter, limit or expand the provisions set forth at length in the Lease. In the event of any conflict between the information in this summary and any other provision of the Lease, the latter shall control.

Date of Execution: May 1, 2026 (the "Commencement Date").

Landlord: The City of Redondo Beach, a chartered city and municipal corporation.

Premises: That certain location on the International Boardwalk Retail/Restaurant Area commonly known as 100 - 130 International Boardwalk, comprised of approximately:

- 3,715 sq. ft. – Fish market
- 3,527 sq. ft. – Restaurant and ground-floor seating
- 2,497 sq. ft. – Level Two dining and seating
- 420 sq. ft. - Level Three dining area
- 760 sq. ft. – Ground-floor/garage storage area next to the Pier Plaza parking structure

- **10,919 sq. ft – TOTAL**

Tenant: Quality Sea Food, Inc., a California corporation

Tenant's Trade Name: Quality Seafood

Use of Premises: Retail/Restaurant/Snack Bar and Offices. Use is contingent on Tenant procuring the proper licenses, permits, and permissions from the appropriate local and state government agencies. Tenant shall diligently apply for such licenses, permits and permissions.

Lease Term: Initial Term of One Hundred Twenty-Two (122) months. The Landlord has an option to terminate the Lease upon 12 months' prior written notice after the initial June 30, 2036 Expiration Date, per more specific language in Article 5 of the Lease.

Lease Term Extensions: Two 5-Year Extension Term Options, as provided in Article 5 of this Lease.

Commencement Date: May 1, 2026

Expiration Date: June 30, 2036

Minimum Monthly Rent: Twenty-Six Thousand One Hundred Eighty Dollars and no cents ($26,180.00) per month, increasing at three percent (3%) annually for the duration of the lease, or the higher of the monthly Percentage Rent, as further described in the Lease. The parties agree that the Base Minimum Monthly Rent shall be subject to an annual increase of three percent (3%) commencing on the first anniversary of the Lease Commencement Date and continuing on each subsequent anniversary thereafter.

Monthly Percentage Rent: 7.25% of Gross Sales (Section 7.4).

Tenant's Monthly Expense Share: 19.6% of the total leasable square feet (55,614 sf) of International Boardwalk.

Tenant's Association Share: 0.2% (2/10ths of 1%) of Gross Sales for advertising and promotion (see Article 27); provided that if Tenant elects to join the King Harbor Association in any Lease Year, Tenant shall pay King Harbor annual fees in lieu of the Tenant's Association Share, and documentation of King Harbor Association membership and fees paid will be provided to Landlord annually.

Tenant's Percentage of Operating Expenses/CAMs: Tenant to pay its own operating expenses and its pro rata share of all applicable shared International Boardwalk property operating expenses, including CAM (Common Area Maintenance) expenses, which is the percentage of the Premises leased space divided by the total square footage for the International Boardwalk ("Property") which equals 19.6% of the total leasable space at the Property as described in the Lease.

Storefront Improvements: Tenant shall provide evidence to Landlord of completion of all of the following storefront and/or public facing premise improvements or maintenance of said improvements, with construction to commence upon the execution of this Lease and to be completed within five (5) years from the Execution Date of the Lease, with an actual cost to Tenant of a minimum of $500,000 incurred within the initial three (3) years from the Execution Date of the Lease.

- Replace all tables and seating within three (3) years from the Execution Date, and again prior to the end of the Initial Lease Term.
- Repair, replace, and repaint cocktail rail and fencing around the entire dining area.
- Paint exterior and dining area.
- Replace roll up doors that are rusting/corroded.
- Replace exterior lighting.
- Improve flooring in dining areas.
- Add a mural or painted art element to one of the dining room or public facing walls.
- Repair and replace exterior rain gutters.
- New electrical conduit and wiring for exterior signage.

- All new electric signage.
- Screen the utility/storage area located in the parking structure.
- Repair the upper deck flooring before new tables/chairs are added.

Address for Notices (Article 29):

TO LANDLORD:

City of Redondo Beach
Waterfront and Economic Development Director
415 Diamond Street
Redondo Beach, CA 90277

and

City of Redondo Beach
City Attorney
415 Diamond Street
Redondo Beach, CA 90277

TO TENANT:

Quality Sea Food, Inc.
100 - 130 International Boardwalk
Redondo Beach, CA 90277

Security Deposit: $26,180.00 Note: existing security deposit will be applied toward this requirement, and Tenant shall deposit any remaining amount.

Guarantor: Peter Dragich, Jr. See Attached Exhibit C.

Name and location of competing business or operation not subject to Non-Competition provisions (Section 15.3): N/A

Rider to Lease: N/A

Brokers: Landlord: Brian Campbell (CA Broker 01004406) of BC Urban LLC. Tenant: None

TABLE OF CONTENTS

Page

ARTICLE 1 DEFINITIONS 1

ARTICLE 2 EXHIBITS 8

ARTICLE 3 DEMISED PREMISES 9

3.1 Lease of Premises 9

3.2 Agreements Affecting Lease 9

3.3 Landlord's Reservations 10

ARTICLE 4 USE AND POSSESSION 10

4.1 Tenant's Business 11

4.2 Compliance with Agreements, Laws, etc; Rules and Regulations; Insurance Requirements 11

4.3 Release 11

4.4 Use of the Premises. 12

4.5 Prohibited Uses 13

4.6 Safety Requirements 14

4.7 Compliance with Law 16

4.8 Rules and Regulations 16

4.9 Food Service Use 16

ARTICLE 5 TERM 18

5.1 Term 18

5.2 Early Termination 18

5.3 No Relocation Assistance 18

ARTICLE 6 HOLDING OVER 20

ARTICLE 7 RENT 20

7.1 Minimum Monthly Rent 20

7.2 Payment of Tenant's Monthly Expense Share 21

7.3 Adjustment To Minimum Monthly Rent ..... **Error! Bookmark not defined.**

7.4 Monthly Percentage Rent 21

7.5 Additional Rent 24

7.6 Failure To Pay Items Required Under Article 7 24

7.7 Application of Payments 24
7.8 Address for Payments....25
ARTICLE 8 UTILITIES....25
8.1 Indemnification....25
8.2 Utility Charges 25
8.3 No Overloading 25
8.4 Discontinuance 25
8.5 Additional Utility Programs 26
8.6 Utility Service by Landlord....26
ARTICLE 9 INDEMNITY - RELEASE - INSURANCE - WAIVER OF SUBROGATION....26
9.1 Indemnity....26
9.2 Release....287
9.3 Waiver of Subrogation 28
9.4 Insurance Provided by Tenant....28
9.5 Blanket Coverage 32
9.6 Insurance Provided by Landlord 32
9.7 Actions Affecting Insurance....32
9.8 Hazardous Materials....33
9.9 Adjustment of Coverage....33
ARTICLE 10 TENANT'S RIGHT TO MAKE ALTERATIONS 33
10.1 Landlord's Consent 373
10.2 Ownership and Surrender of Alterations 374
10.3 Liens 374
10.4 Additional Requirements 375
10.5 Compliance with Applicable Prevailing Wage Requirements....375
ARTICLE 11 MECHANICS' LIENS....33
11.1 No Liens....37
11.2 Notices of Non-Responsibility....377
11.3 Security for Contested Claims 37
11.4 Landlord's Rights....377

ARTICLE 12 ADVERTISING MEDIA 38
12.1 Approved Advertising 38
12.2 Landlord's Consent Required 39
12.3 Advertising Outside Premises 39
ARTICLE 13 FIXTURES AND PERSONAL PROPERTY; PAYMENT OF TAXES. 39
13.1 Removable Trade Fixtures 39
13.2 Improvements and Tenant's Work 39
13.3 Taxes on Improvements and Fixtures 39
13.4 Notice of Possessory Interest; Payment of Taxes and Assessments 40
ARTICLE 14 ASSIGNING. MORTGAGING, SUBLETTING, CHANGE IN OWNERSHIP 41
14.1 Prohibition Against Transfer 41
14.2 Restrictions on Transfer 41
14.3 No Release from Liability 42
14.4 Transferees's Obligations 42
14.5 Assignee's or Subtenant's Rent 42
14.6 Further Restrictions 42
ARTICLE 15 TENANT'S CONDUCT OF BUSINESS 43
15.1 Continuous Operation 43
15.2 Hours of Operation 43
15.3 Non-Competition 44
ARTICLE 16 REPAIRS AND MAINTENANCE 44
16.1 Tenant's Maintenance 44
16.2 Landlord's Right to Repair 45
16.3 Surrender of Premises 45
16.4 Landlord's Maintenance 45
16.5 Landlord's Entry 46
16.6 Display 47
ARTICLE 17 RECONSTRUCTION 47
17.1 Damage or Destruction by Casualty 47
17.2 Termination Upon Substantial Damage 48

17.3 Commencement of Restoration 48
17.4 No Abatement of Rent 48
17.5 Remedies Limited 49
ARTICLE 18 COMMON AREAS 49
18.1 Use of Common Areas 49
18.2 Common Area Maintenance 49
18.3 Control of Common Areas 50
18.4 Parking 50
ARTICLE 19 BANKRUPTCY; INVOLUNTARY TRANSFERS 51
19.1 Election to Assume Lease 51
19.2 Conditions of Assumption 51
19.3 Adequate Assurance 54
19.4 Occupancy Charges 55
19.5 Consent 55
19.6 Insolvency 55
19.7 Other Laws 55
ARTICLE 20 DEFAULTS BY TENANT; REMEDIES; TERMINATION AND SURRENDER OF POSSESSION 56
20.1 Events of Default 56
20.2 Notices 56
20.3 Additional Assurances 57
20.4 Landlord's Rights and Remedies 57
20.5 Landlord's Damages 58
20.6 Fixtures and Personal Property 60
20.7 No Waiver 60
20.8 Termination and Surrender of Possession 61
20.9 Self Help 61
20.10 Limitation on Setoffs, Counterclaims 61
20.11 Interest 62
ARTICLE 21 DEFAULTS BY LANDLORD; REMEDIES 62

ARTICLE 22 EMINENT DOMAIN 63
22.1 Taking Resulting in Termination 63
22.2 Award 63
22.3 Partial Taking 64
22.4 Transfer under Threat of Taking 64
ARTICLE 23 ATTORNEYS' FEES 64
ARTICLE 24 SALE OR MORTGAGE BY LANDLORD 64
24.1 Sale or Mortgage 64
24.2 Landlord's Successor 64
24.3 Release on Sale 64
ARTICLE 25 MASTER DOCUMENTS AND LOAN CONSIDERATIONS 65
25.1 Subordination 65
25.2 Attornment 65
25.3 Notice to Holder of Encumbrance 66
25.4 Recordation 66
25.5 Estoppel Certificate 66
ARTICLE 26 QUIET POSSESSION 66
ARTICLE 27 TENANT'S ASSOCIATION SHARE FOR ADVERTISING AND PROMOTION 66
ARTICLE 28 CAPTIONS AND TERMS 67
ARTICLE 29 NOTICES 67
ARTICLE 30 OBLIGATIONS OF SUCCESSORS 68
ARTICLE 31 SECURITY DEPOSIT 68
31.1 Payment 68
31.2 Application 68
31.3 Transfer of Landlord's Interest 69
ARTICLE 32 BROKERS 69
ARTICLE 33 MISCELLANEOUS 69
33.1 Relationship of the Parties 69
33.2 Severability 69
33.3 Warranty of Authority 70

33.4 Entire Agreement 70
33.5 Construction 70
33.6 Right to Lease 71
33.7 Governing Law 71
33.8 Waiver or Consent Limitation 71
33.9 Force Majeure 71
33.10 Waiver of Rights of Redemption 72
33.11 Labor Disputes 72
33.12 Additional Assurances 72
33.13 Gender and Person 72
33.14 Counterparts 72
33.15 Time of Essence 72
33.16 Franchise 72
33.17 Exhibits Incorporated 722
33.18 Nondiscrimination 722
33.19 Independent Contractor 722
33.20 No Conflict of Interest 73

EXHIBITS

EXHIBIT A - Premises Floor, Site, and Storage Area Plans
EXHIBIT B - Description of the Premises, Trade Name and Use of Premises
EXHIBIT C - Guaranty of Lease
EXHIBIT D - Estoppel Certificate
EXHIBIT E - Sign Criteria
EXHIBIT F - Boardwalk Retail/Restaurant Area and Parking Rules and Regulations
EXHIBIT G - Parking Fee Schedule
EXHIBIT H - Confirmation of Lease
EXHIBIT I - [Intentionally Deleted]
EXHIBIT J - Memorandum of Lease

REDONDO BEACH INTERNATIONAL BOARDWALK LEASE

This Lease ("Lease") is made as of May 1, 2026, by and between the City of Redondo Beach, a chartered city and municipal corporation ("Landlord") and Quality Sea Food, Inc. ("Tenant").

RECITALS

A. The State of California has granted to Landlord certain tidelands on the conditions that Landlord develop, improve and operate such lands as a harbor. Landlord has developed, improved and is currently operating the area commonly known as Redondo Beach Harbor (the "Harbor Area"), which includes tide and submerged lands and uplands. As part of the Harbor Area, Landlord has constructed a boardwalk area known as the Redondo Beach International Boardwalk (the "Boardwalk") within the Harbor Area, and maintains the Boardwalk for recreational uses.

B. Landlord and Tenant are currently parties to two leases dated April 23, 1991 and July 1, 1995 (the "Prior Leases"), under which Landlord leases to Tenant a certain portion of the improvements on the Boardwalk Retail/Restaurant Area. The stated terms of the Prior Leases have expired, and Tenant has been a holdover tenant of the Premises on a month-to-month basis thereafter under the Prior Leases.

C. Tenant desires to lease from Landlord, and Landlord is willing to lease to Tenant, a certain portion of the Improvements on the Boardwalk Retail/Restaurant Area described herein as the Premises upon and subject to the terms, provisions and conditions of this Lease. Landlord and Tenant desire for this Lease to supersede and replace the Prior Leases, which will each terminate upon the Commencement Date of this Lease.

D. Landlord is planning to undertake a comprehensive revitalization of the Harbor Area, which may include the conveyance and/or redevelopment of the Boardwalk. Landlord has disclosed to Tenant that Landlord may desire to terminate this Lease prior to the end of the Term in connection with Landlord's planned revitalization of the Harbor Area and Boardwalk.

In consideration of the promises, conditions and covenants set forth herein, Landlord and Tenant hereby agree as follows:

ARTICLE 1 DEFINITIONS

For the purposes of this Lease, the following underlined terms shall have the meaning ascribed to them:

Additional Rent. All sums of money required to be paid pursuant to the terms of this Lease, including but not limited to the sums to be paid pursuant to Article 7, Article 8 and Section 18.2.

Assignment. Any (i) transfer, assignment, subletting, license, concession, change of ownership, mortgage or hypothecation of the Lease or of any portion of the Premises (as defined below) by Tenant or (ii) if Tenant is a business entity other than a publicly traded corporation, the transfer, assignment or hypothecation of more than twenty-five percent (25%), in the aggregate, of the equity, securities or voting control of Tenant.

Boardwalk. The Redondo Beach International Boardwalk.

Boardwalk Retail/Restaurant Area. The Improvements which are a part of the Redondo Beach International Boardwalk Area ("Boardwalk Area") of the Redondo Harbor Properties and the Redondo Beach Harbor Enterprise, and which comprise the retail shops in the Boardwalk Area. The Boardwalk Retail/Restaurant Area, of which the Premises is a part, is located on the real property ("Property") located in Redondo Beach and further described in Exhibit A.

City. The City of Redondo Beach, a chartered city and municipal corporation.

CPI. The Consumer Price Index-All Consumers (Los Angeles-Anaheim-Riverside, CA, All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics. Should the Bureau discontinue the publication of the Index, or publish the same less frequently or on a different schedule, or alter the same in some other manner including, but not limited to, changing the name of the Index or the geographic area covered by the index, Landlord and Tenant shall adopt a substitute index or procedure which reasonably reflects and monitors consumer prices.

Commencement Date. May 1, 2026.

Common Area. All improved and unimproved areas within the exterior boundaries of the Boardwalk Retail/Restaurant Area that are provided and designated by Landlord from time to time for the general and common use, benefit and/or convenience of Landlord and/or other tenants in the Boardwalk Retail/Restaurant Area and/or their respective authorized representatives and invitees. The Common Area is those areas, facilities and equipment of the Boardwalk Retail/Restaurant Area outside the Tenant Spaces and other premises for the exclusive use of Landlord or a tenant, and include without limitation, pedestrian walkways and patios, pier decking, landscaped areas, sidewalks, service corridors, public restrooms, stairways, non-structural portions of the roofs and exterior walls, plazas, malls, throughways, loading areas and parking areas. The common areas as

they exist at the Commencement Date of this Lease are outlined in Exhibit A, which are depicted for the sake of conceptual reference only and not to establish exact locations or boundaries.

Common Area Expenses (CAM). All expenses incurred in connection with maintenance of the Common Areas including but not limited to all sums expended in connection with all general maintenance, repairs, resurfacing, painting, restriping, cleaning, sweeping and janitorial services; maintenance and repair of signs; sprinkler systems, planting and landscaping; lighting and other utilities; heating, ventilating and air conditioning costs and systems; directional signs and other markers and bumpers; maintenance and repair of any fire protection systems; lighting systems, storm drainage systems and other utility systems; salaries and costs of workers' compensation insurance covering personnel to implement such services including, if Landlord deems necessary, the cost of security guards; real and personal property taxes and assessments on the Improvements and land comprising the Common Areas; any governmental imposition or surcharge imposed on and/or assessed against any portion of the Common Areas; depreciation, maintenance and operating costs of machinery and equipment used in connection with the Common Areas (if owned) and rental paid for such machinery and equipment (if rented); adequate public liability and property damage insurance on the Common Areas; fire and extended coverage insurance (and earthquake and other natural disaster coverage insurance if Landlord obtains and maintains such coverage); licensing fees; pest extermination; and amounts paid by Landlord as a result of personal injury or property damages, whether due to lack of insurance, deductible amounts or otherwise. In addition, Common Area Expenses shall include an amount for accounting, bookkeeping and collection of the expenses associated with the Common Areas equal to ten percent (10%) of the total of the above expenses associated with Common Areas for each calendar year. Landlord may cause any or all services associated with the Common Areas to be provided by an independent contractor or contractors.

Should Landlord acquire or make available additional land not currently shown as part of the Boardwalk Retail/Restaurant Area (as defined below), and make said land available for parking or other Common Area purposes, then Common Area Expenses shall also include all of the aforementioned expenses and costs incurred and paid in connection with said additional land.

Environmental Damages. All claims, judgments, damages (including punitive damages), losses, penalties, fines, liabilities (including strict liability), encumbrances and liens, and any other costs and expenses, resulting from the existence on or in, or release to the ground or air of Hazardous Materials in violation of or alleged to be in violation of the laws applicable thereto, including any attorneys' fees, disbursements, consultant's fees and other costs resulting from (a) investigation and defense of any alleged claim and (b)

directive of any Governmental Agency, whether or not the claims or directives are groundless, false or fraudulent or ultimately defeated, and (c) any settlement or judgment.

Execution Date. August 4, 2026.

Floor Area. All areas within the Boardwalk Retail/Restaurant Area which are held for the exclusive use and occupancy by specific tenants of Landlord, measured from the exterior surface of exterior walls (and, in the case of openings, from extensions thereof), and from the center of interior partitions, including, but not limited to, restrooms, mezzanines, warehouse or storage areas, clerical or office areas, and employee areas.

Governmental Agency. Any Federal, State, County or City authority having appropriate jurisdiction, any political subdivision thereof, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof.

Gross Sales. The gross selling price (including finance charges) of all merchandise or services sold, leased, licensed, or delivered in or from the Premises by Tenant, its permitted subtenants, licensees, or concessionaires, whether for cash or on credit (whether collected or not), including the gross amount received by reason of orders taken on the Premises although filled elsewhere, and whether made by store personnel or vending machines and all deposits not refunded to purchasers. Any transaction on an installment basis, including, without limitation, any "lay-away" sale, gift certificate or like transaction, or otherwise involving the extension of credit, shall be treated as a sale for the full price at the time of the transaction, irrespective of the time of payment or when title passes. All sales originating and orders taken, from or at the Premises, whether the orders are made by telephone, mail or any electronic device even if the order is filled elsewhere, shall be considered as made and completed therein, even though bookkeeping and payment of the account may be transferred to another location for collection, and although actual filling of the sale or service order or actual delivery of the merchandise may be made from a place other than the Premises. Gross Sales also shall include any sums that Tenant receives from pay telephones, stamp machines, music machines, amusement machines, or public toilet locks, as well as all admission, entry and other fees of any nature or kind charged by Tenant, its agents, sublessees, concessionaires or licensees. Gross Sales in credit card transactions shall include only the actual amount received by Tenant from the credit card issuer.

In addition, the term Gross Sales as used in this Lease shall not include the full retail price of California State Lottery tickets sold from the premises, if any, but shall include the full amount of compensation and any incentive bonuses paid to and received by Tenant for such sales, if any, as such compensation and bonuses are determined from time to time by the State Lottery Commission and Director under California Government Code §8880.51 and other applicable California laws.

Gross Sales shall not include, or if included there shall be deducted (but only to the extent they have been included), the following:

1. The selling price of all merchandise returned by customers and accepted for full credit, or the amount of discounts, refunds, and allowances made on such merchandise.

2. Merchandise returned to sources or transferred to another store or warehouse owned by or affiliated with Tenant.

3. Sums and credits received in the settlement of claims for loss of or damage to merchandise.

4. The price allowed on all merchandise traded in by customers for credit or the amount of credit for discounts and allowances made instead of acceptance of merchandise.

5. Any sums paid to third parties for the use or rental of pay telephones, stamp machines, music machines, amusement machines, or public toilet locks.

6. Sales and use taxes, so-called luxury taxes, consumers' excise taxes, gross receipts taxes, and other similar taxes now or in the future imposed on the sale of merchandise or services, but only if such taxes are added to the selling price, separately stated, collected separately from the selling price of merchandise or services, and collected from customers.

7. Sales of fixtures, trade fixtures, or personal property that are not merchandise as allowed in this lease.

Guarantors. The Guarantors, if any, are set forth in the Summary attached hereto and made a part hereof.

Harbor Area. The area commonly known as Redondo Beach Harbor.

Hazardous Materials. (a) Any petroleum or petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other materials or pollutants which (i) pose a hazard to the Boardwalk Retail/Restaurant Area or to persons on or about the Boardwalk Retail/Restaurant Area or (ii) cause the Boardwalk Retail/Restaurant Area to be in violation of any Hazardous Materials Laws; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; (c) any chemical, material or substance defined as or included in the definition of

"hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response' Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et. seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq.; Sections 25115, 25117, 25122.7, 25140, 25281, 25316, and 25501 of the California Health and Safety Code; and Article 9 or Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Boardwalk Retail/Restaurant Area or the owners and/or occupants of property adjacent to or surrounding the Boardwalk Retail/Restaurant Area.

Impositions. The term "Impositions" shall mean all taxes, assessments, charges, levies, fees and other governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever, including, but not limited to, assessments for public Improvements or benefits, which shall be laid, assessed, levied, or imposed upon the Boardwalk Retail/Restaurant Area and the Common Areas or any part thereof and which are payable at any time during the term hereof, and all gross receipts taxes, rent taxes, business taxes and occupancy taxes, and shall include all of Landlord's reasonable administrative costs and any and all costs incurred by Landlord in contesting or negotiating the taxes with any governmental authority, except only franchise, estate, inheritance, succession, capital levy, transfer, income and excess profits taxes imposed upon Landlord.

Improvements. Structures, construction, alterations, additions and/or changes to the Boardwalk Retail/Restaurant Area, the Common Areas or the Premises, as the context requires.

Landlord. City or any successor to or assignee of Landlord's interest in the Boardwalk Retail/Restaurant Area.

Lease Year. For the first Lease Year, the period commencing on the Commencement Date and ending on the day prior to each anniversary of the Commencement Date.

Lender. Any construction, interim or permanent lender, or any mortgagee, trustee or beneficiary under a mortgage or deed of trust to which the Premises, the Boardwalk Retail/Restaurant Area, and/or any part thereof is subject pursuant to an agreement with Landlord.

Master Documents. This Lease shall be subordinate to the Uplands Trust instruments and any master lease, pursuant to which Landlord owns its estate, and any other document reasonably deemed relevant by Landlord, all of which are on file with Landlord.

Maximum Lawful Rate of Interest. The maximum lawful rate of interest shall be 500 basis points (5%) above the prime rate of interest announced by the Bank of America at its San Francisco office as charged to corporate borrowers of the highest standing for short term unsecured obligations (but in no event in excess of the maximum rate of interest then permitted to be charged by California law).

Minimum Hours of Operation. The minimum hours of operation shall be 11:00 am through 8:00 pm during each day of the Months of May, June, July, August and September; and 11:00 am through 6:00 pm during each day for any other Month (subject to change as provided for below).

Minimum Monthly Rent. Minimum Monthly Rent as specified in the Summary, payable Monthly in advance as increased pursuant to the terms of Article 7.

Month or Monthly. A calendar month period within each Lease Year, except that with regard to payments that are to be made Monthly, the first Monthly period shall commence on the date the Term commences and the last Monthly period shall end on the date the Term expires or terminates.

Monthly Percentage Rent. The Monthly Percentage Rent is that percentage of the Gross Sales during each Month as set forth in the Summary.

Pier. The Redondo Beach Pier.

Premises. That portion of the Boardwalk Retail/Restaurant Area known as the Tenant Space number referred to above in the Summary, which numbered Tenant Space is located as shown on Exhibit B. The Minimum Monthly Rent is not based on the actual square footage as may be found by more exact measurement, and deviation from the approximations of Floor Area used to describe the Tenant Space herein shall not cause a change in the Minimum Monthly Rent.

Principal Owner. Any person or entity which owns or has the power to vote at least twenty-five percent (25%) of the equity securities (whether stock, partnership interests or otherwise) of Tenant.

Prior Leases. The two leases between Landlord and Tenant under which Landlord leased the Premises to Tenant, dated April 23, 1991 and July 1, 1995. The stated terms of the Prior Leases have expired, and Tenant has been a holdover tenant of the Premises on a month-to-month basis thereafter under the Prior Leases.

Reconstruction. The repair, reconstruction and restoration of the Premises following a casualty, as described in Article 17.

Removable Trade Fixtures. All personal property of Tenant not permanently affixed to the Premises, including but not limited to shelves, racks, signs, displays, counters and mirrors, which can be removed without damage to the Premises.

Security Deposit. The amount of the Security Deposit is set forth in the Summary, and is payable by Tenant to Landlord pursuant to Article 31.

Summary. The Summary is the Summary of Lease Provisions attached at the front of this Lease and made a part hereof.

Tenant. The Tenant is identified in the Summary and on the first page of this Lease.

Tenant's Estoppel Certificate. A written statement by Tenant, substantially in the form of Exhibit D, with respect to the Lease, as required by Section 25.5.

Tenant Spaces. Those certain spaces designed for the possession and occupancy of businesses and tenancies under lease from Landlord as depicted on Exhibit B.

Tenant's Monthly Expense Share. Tenant's Monthly Expense Share is set forth in the Summary.

Term. The Term of the Lease is May 1, 2026 to June 30, 2036, unless earlier terminated as provided herein.

ARTICLE 2 EXHIBITS

The Summary set forth above and the following drawings and special provisions are attached hereto as Exhibits and are incorporated herein by this reference:

Exhibit A: Premises Floor, Site, and Storage Area Plans

Exhibit B: Description of Premises, Trade Name and Use of the Premises

Exhibit C: Guaranty of Lease

Exhibit D: Tenant's Estoppel Certificate

Exhibit E: Sign Criteria

Exhibit F: Parking Fee Schedule

Exhibit G: Rules and Regulations

Exhibit H: Confirmation of Lease

Exhibit I: [Intentionally Deleted]

Exhibit J: Memorandum of Lease

ARTICLE 3 PREMISES

3.1 Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, for the Term, for the rent, and upon the covenants and conditions set forth in this Lease. Prior to entering into this Lease, Tenant has made a thorough and independent examination of the Premises and all matters related to Tenant's decision to enter into this Lease. As the occupant of the Premises pursuant to the Prior Lease, Tenant is thoroughly familiar with all aspects of the Premises and is satisfied that it is in an acceptable condition and meets Tenant's needs. Tenant agrees that Tenant shall accept the Premises "as is" in the condition as of the execution of this Lease, subject to all recorded matters, laws, ordinances and governmental regulations and orders. Landlord shall have no responsibility for any work or Improvements which may be required to prepare the Premises for Tenant's use, or for any work in remodeling the Premises. Tenant acknowledges that neither Landlord nor any agent or representative of Landlord has made any representation as to the condition of the Premises, the suitability of the Premises for Tenant's intended use or the economic feasibility of the business Tenant intends to conduct. This Lease confers no rights of possession to Tenant to that portion of Boardwalk Retail/Restaurant Area lying outside of the exterior walls, floor and ceiling that is a part of the Premises, or to the Common Areas.

3.2 Agreements Affecting Lease. This Lease is subject to the Master Documents, which are hereby incorporated by reference. Upon written demand of Landlord, Tenant shall execute, acknowledge and deliver to Landlord for recording a subordination agreement whereby this Lease is subordinated to any of the Master

Documents and any amendments thereto provided Tenants' rights under this Lease are not substantially or materially altered.

3.3 Landlord's Reservations.

3.3.1 Regarding the Boardwalk Retail/Restaurant Area. Landlord may change the name of the Boardwalk Retail/Restaurant Area, currently known as the International Boardwalk. Tenant acknowledges that the Improvements shown in Exhibit A and the identity of any tenant shown thereon are subject to changes, alterations, additions and deletions as the Landlord may direct. Landlord may change the shape, size, location, number and extent of the Improvements on the site plan as shown on Exhibit A, and eliminate or add any Improvements to any portion of the Boardwalk Retail/Restaurant Area. Landlord reserves to itself the use of the roof, exterior walls, and the equipment, machinery, connections, pipes, ducts, conduits and wires leading through the Premises and serving other parts of the Boardwalk Retail/Restaurant Area, all in a manner and in locations which will not unreasonably interfere with Tenant's use of the Premises. Tenant's consent shall not be required for the creation of any covenants, easements or rights of way which are created by or required by Landlord or by any governmental authority.

3.3.2 Regarding the Premises. Landlord shall not materially change the size or location of the Premises without Tenant's prior written consent, which shall not be unreasonably withheld, after the Commencement Date. Landlord reserves the right to enter the Premises for purposes of inspection and repairs as set forth in Section 16.5, for self-help as set forth herein, for the installation and maintenance of sprinkler equipment, and at all times in case of emergency.

3.3.3 Regarding the City as Regulator. Tenant acknowledges and agrees that neither this Lease nor any other agreement with City in its proprietary capacity as Landlord shall bind the City in its regulatory capacity and that nothing contained herein is an agreement of the City as a governmental body having regulatory jurisdiction of the Premises to issue or grant to Tenant any permit including building, land use, occupancy, and health permits. Tenant shall be required to apply for and obtain all permits including building and land use permits needed from the City in its governmental regulatory capacity, and to comply with all laws, ordinances, rules and regulations of City governing the construction, use and occupancy of the Premises. Tenant further acknowledges that Tenant shall not have the right to apply for building and land use permits without Landlord's written consent, which may be withheld in the sole discretion of Landlord.

ARTICLE 4 USE AND POSSESSION

4.1 Tenant's Business. Upon and after the Commencement Date Tenant shall use the Premises at all times for the sole purpose of conducting therein the business described and under the trade name as set forth in, Exhibit B, and for no other purpose or use and under no other trade name. Tenant shall not by any means or device, either directly or indirectly, violate the aforementioned restrictions on the use of the Premises.

4.2 Compliance with Agreements, Laws, etc.; Rules and Regulations; Insurance Requirements.

4.2.1 Tenant shall not use or permit to be used the Premises or any part thereof for any purpose or use in violation of the Master Documents, this Lease or in violation of any law or ordinance or any regulation of any governmental authority or in any manner that will constitute an unreasonable annoyance to any occupant of the Boardwalk Retail/Restaurant Area or a public or private nuisance, including but not limited to the production of deleterious or offensive odors (which shall in all instances for purposes of this Lease include any and all food and cooking odors), or that will damage the reputation of the Boardwalk Retail/Restaurant Area or any part thereof, or for any hazardous purpose, or in any manner that will violate, suspend, void or serve to increase the premium rate of or make inoperative any policy or policies of insurance at any time carried on the property, buildings or Improvements on the Boardwalk Retail/Restaurant Area or the Property or any part thereof.

4.2.2 Tenant shall not violate or permit the violation of, and at Tenant's cost and expense shall comply with or cause to be complied with, at all times during the term, all provisions of this Lease and the Master Documents affecting the Boardwalk Retail/Restaurant Area and all laws, ordinances, rules, regulations and orders of all governmental authorities (including, without limitation, the Uplands Trust) affecting the Boardwalk Retail/Restaurant Area and the operation of any business therein and, without limiting the generality of the foregoing, Tenant shall, at its cost and expense, procure all licenses, permits or other authorizations required in connection with any operation conducted in the Premises. Tenant shall pay for any and all changes to the remainder of the Boardwalk Retail/Restaurant Area outside the Premises required or necessitated by or in any way due to this Lease and/or Tenant's required or permitted activities (including construction) hereunder.

4.3 Release. Tenant hereby releases Landlord from any liability for any loss or damage should Tenant's use and occupancy of the Premises for the purposes set forth in this Lease be prohibited or impaired by reason of any zoning, law, ordinance or regulation of federal, state, county or municipal governments, or by reason of any act of legal or governmental or other public authority, including without limitation, ballot initiatives.

4.4 Use of the Premises. Tenant shall at all times and at Tenant's cost and expense during the term (and shall cause its occupants to, as appropriate):

(1) Maintain the Premises and all access areas thereto in good order, condition and repair, and provide such janitorial services as shall be necessary to keep all of the above continuously safe, neat, vermin free, clean, inviting and attractive; and that in regard thereof, Tenant acknowledges that the Premises, being an oceanfront facility, is subject to nuisances caused by birds in the form of roosting and deposit of their droppings, and agrees to take reasonable measures to prevent or reduce such roosting and other nuisances caused by the birds on the exterior and roof of the Premises and to keep the exterior of the Premises and its immediate area clean and free of such droppings. Subsequent to completion of the Storefront Improvements Alterations required pursuant to Section 10.1(a) hereof, Tenant shall perform subsequent renovation programs which shall include (1) painting all surfaces, including signs, every two years after the completion of the initial renovation program, and (2) replacing all tables, chairs, and benches at least one additional time after the initial replacement of such items as part of the Storefront Improvements required under this Lease and prior to the end of the Initial Lease Term, and (3) replacing or restoring landscaping, trash cans and other decorative features as necessary;

(2) Store or stock in the Premises only such property as shall be reasonably required in connection with business being conducted in the Premises, and not use any portion of the Premises for storage or warehouse purposes beyond such needs; and except for incidental related office purposes, use for office, clerical or other non-selling purposes only such space in the Premises as is from time to time reasonably required for Tenant's business therein;

(3) Store all trash and garbage in adequate closed containers located within the Premises so as not to be visible to members of the public patronizing the Boardwalk Retail/Restaurant Area; maintain such containers in a neat and clean condition and in a manner which will not create or permit any health or fire hazard or any offensive odor; and arrange for the regular removal of trash and garbage. If Landlord shall furnish trash removal service, Tenant shall use such service and shall pay Landlord monthly for such service at the prevailing competitive rate for such service as billed by Landlord;

(4) Refrain from burning any papers, trash or garbage of any kind in, on or about the Premises;

(5) Refrain from overloading any floor in the Premises;

(6) Refrain from using any portion of the Premises as living quarters, sleeping apartments or lodging rooms;

(7) Refrain from using the plumbing facilities for any purpose other than that for which they were constructed and refrain from disposing of any toxic, hazardous, damaging or injurious substance therein;

(8) Refrain from distributing any handbills or other advertising matter in, on or about any part of the Premises, the Boardwalk Retail/Restaurant Area, or nearby parking facilities, and shall not permit any parading, rallying, patrolling, picketing, demonstrating, hawking, sign waving, or any similar type of conduct within the Premises or the Boardwalk Retail/Restaurant Area;

(9) Use best efforts to cause all trucks servicing the Premises to be loaded and unloaded in those areas and during those hours specified by Landlord;

(10) Provide the proper number and types of fire extinguishers for the Premises as required by each of the applicable laws or insurance requirements of Landlord and Tenant; and

(11) Keep the Premises suitably lighted during such hours as Landlord may reasonably require, including periods in addition to the business hours of Tenant if in the opinion of Landlord such lighting is reasonably necessary or desirable.

4.5 Prohibited Uses. Tenant shall not, and shall not allow any occupant of the Premises to:

(1) Conduct any going-out-of-business, fire, bankruptcy, auction or other distress sale in, on or about the Premises, or sell any used or re-conditioned merchandise or items;

(2) Use any sidewalks, walkways or areaways of the Boardwalk Retail/Restaurant Area for any purpose other than the passage of pedestrians. Tenant shall conduct its business entirely within the Premises;

(3) Place any fence, structure, building, improvement, division, rail, sign, advertising, display, device or obstruction of any type or kind upon the Common Area or the Boardwalk Retail/Restaurant Area or any part thereof, or upon any vestibule, entrance or return to the Premises, except as may be approved in writing by Landlord;

(4) Park, operate, load or unload any truck or other delivery vehicle at the Boardwalk Retail/Restaurant Area or the Property, other than that portion from time to time designated by Landlord, or use any portion of Landlord's loading docks and related facilities other than such portions thereof and during such times as Landlord may designate in its sole and absolute discretion;

(5) Keep live animals of any kind in, on or about the Premises, except for live seafood sold to customers in Tenant's business such as lobsters, crabs and fish;

(6) Install, use or permit to be used in, on or about the Premises or the Boardwalk Retail/Restaurant Area any advertising medium, paging system, or other sound, light, or sensory device which may be seen, heard or experienced outside the Premises, such as, but not limited to, flashing lights, searchlights, loudspeakers, phonographs, pianos, organs, jukeboxes or radio or television broadcasts or permit any live music or entertainment at any time;

(7) Maintain or permit to be maintained in, on or about the Premises, pinball, mechanical or electronic games of any nature, or any vending, coin or credit card operated machines of any nature (except for any vending machines for food, candy, beverages and other similar items which are located only in areas not generally accessible to patrons and are solely for use by employees of the business(s) being conducted in the Premises); and

(8) Use any portion of the Premises for (i) the sale of drugs, including without limitation marijuana, (ii) a drug treatment clinic, (iii) a liquor store, (iv) a bar dispensing liquor or alcoholic products which is not an incidental part of a restaurant or (v) the sale, distribution, display or offer for sale of any item which in Landlord's good faith judgment (which judgment may include consideration of the fact that the Landlord is the City), is inconsistent with the quality of the operation of the Boardwalk Retail/Restaurant Area intended for general and family-oriented patronage or which may tend to injure or detract from the moral character or image of the Boardwalk Retail/Restaurant Area, or which may otherwise violate the local community's sense of decorum, as may be determined by Landlord in its sole discretion. Without limiting the generality of the foregoing, Tenant shall not sell, distribute, display or offer for sale any paraphernalia used in connection with any illegal drugs or any pornographic, lewd or "adult" newspaper, book, magazine, film, picture, representation or merchandise of any kind.

4.6 Safety Requirements. Tenant's occupancy and rights hereunder shall be subject to the following:

(1) All fire protection systems servicing the Premises and the Boardwalk Retail/Restaurant Area, including, without limitation, any central station or remote station alarm systems, risers, sprinkler system, sprinkler control and fire protection water supply and related valves and fire pumps, shall be subject to Landlord's direct control and supervision, but without any obligation on Landlord to exercise such control and/or supervision.

(2) It shall be the responsibility of Landlord to keep any sprinklers in service at all times and to maintain any sprinkler equipment within the Premises in good order and repair so as to satisfy a "highly protected risk" rating with Landlord's fire insurance carrier, and any impairments to the sprinkler system within the Premises shall be reported immediately by Tenant to Landlord. In the event that it is necessary that any automatic sprinkler system be out of service, Tenant shall provide a fire watch in the affected areas of the building to meet both Landlord's and Code requirements.

(3) Tenant shall provide and maintain portable fire extinguishers throughout the Premises on the basis of at least one 2A-20BC rated extinguisher for each 3,000 sq. ft. or portion thereof. Said extinguishers must be mounted along normal paths of travel and securely hung in conspicuous locations. Said extinguishers must be placed so that travel distance to an extinguisher from any portion of the Premises does not exceed 75 feet.

(4) Tenant shall not introduce any hazardous occupancy or operation into the Premises for which the fire protection equipment therein is not designed. No operation may be conducted in the Boardwalk Retail/Restaurant Area which involves the use or storage of flammable liquids, aerosols or gas, and such use or storage in the Premises is prohibited, except and only as may be otherwise provided in this Lease for cooking facilities.

(5) Tenant shall observe and comply with all requirements specified by Landlord's fire insurance carrier for a "highly protected risk" rating in respect of the Premises and Tenant's use of the same and its operations therein.

(6) If any cooking facility is operated in the Premises, Tenant shall comply with the special hazard protection requirements in the latest edition of NFPA Standard 96, including, without limitation:

(i) properly constructed and arranged ventilation hoods and ducts for all cooking equipment;

(ii) a fixed pipe automatic dry chemical or carbon dioxide extinguishing system (or approved equivalent) protecting the cooking surface, ventilation hood and ductwork of all cooking appliances producing grease-laden vapors;

(iii) the extinguishing system must be interconnected with the fuel supply for the cooking equipment so that actuation of the extinguishing system causes automatic shut-off of the fuel supply to the equipment.

4.7 Compliance with Law. Tenant covenants and agrees not to violate or permit the violation of, and at its expense shall comply or cause to be complied with all present and future applicable building, subdivision, zoning, off-street parking, environmental protection or any other land use or other laws, ordinances, rules, regulations or orders of any and all governmental authorities regulating the conduct of or having jurisdiction over the use and occupancy of the Boardwalk Retail/Restaurant Area (including the Premises) and, without limiting the generality of the foregoing, Tenant shall, at its expense, procure all licenses, permits or other authorizations required in order to lawfully and properly use, as a portion of the Boardwalk Retail/Restaurant Area, the Premises in the manner required and contemplated by this Lease. Tenant shall be responsible, at Tenant's expense, for making any modifications to the Premises or accommodations as may be required pursuant to the Americans with Disabilities Act and any other applicable accessibility laws.

4.8 Rules and Regulations. Tenant and Tenant's agents, employees, licensees, concessionaires, subtenants and invitees shall observe faithfully and comply with any reasonable rules and regulations governing the Boardwalk Retail/Restaurant Area as may from time to time be established in the Boardwalk Retail/Restaurant Area and Parking Rules and Regulations in Exhibit F and modified by Landlord. Such rules and regulations may apply, but need not be limited to, Minimum Hours of Operation, safety regulations, matters relating to security, schedule for lighting of display windows and signs and the use of Common Areas. Such rules and regulations shall be binding upon Tenant when posted in the management office of the Boardwalk Retail/Restaurant Area or upon delivery of a copy thereof to Tenant.

4.9 Food Service Use. Any material change in the quality or general theme of the restaurant originally approved by Landlord in the Premises shall be subject to Landlord's prior written approval, which may be granted or withheld in Landlord's sole discretion. Tenant agrees to maintain the highest standards in the quality and preparation of all food items, maintenance and cleanliness of the Premises, including, without limitation, the following:

(a) Tenant shall use its best efforts to maintain an "A" rating (or such similar first-class standard) set forth from time to time in applicable health department or other applicable governmental guidelines. Tenant's failure to maintain such first-class rating more than three (3) times in any twenty-four (24) month period during the Lease Term shall, at Landlord's election, constitute a material default by Tenant hereunder; provided, however, that Tenant shall not be in default under this section so long as Tenant contests any such rating in good faith within thirty (30) days after Tenant's receipt of notice that its rating has been lowered and concurrently therewith provides to Landlord written evidence that Tenant is diligently pursuing the resolution of such contest and thereafter resolves such contest within sixty (60) days.

(b) Tenant shall not permit the accumulation of any refuse and shall be solely responsible, at Tenant's sole cost and expense, for the removal of all trash and garbage from the Premises not less than seven (7) days per week to trash receptacles provided by Landlord pursuant to such procedures as Landlord may designate from time to time. Pending such removal, all such trash shall be kept in odor-proof, vermin-proof sealed containers out of public view and in compliance with all applicable laws.

(c) Tenant shall, at its sole cost and expense, at all times during the Term, provide necessary exhaust fans and systems, ductwork and venting and use its best efforts to ensure that all smoke, odors, vapors and steam are properly exhausted from the Premises. Such systems shall be installed pursuant to plans approved by Landlord, which systems shall prevent the discharge of smoke, odors, vapors and steam into the Common Areas of the Premises and the premises of other tenants. Notwithstanding the foregoing, Landlord acknowledges and agrees that Tenant's ordinary and customary odors alone which are consistent with Tenant's permitted restaurant use shall not constitute a violation of this section. Tenant's exhaust and venting systems shall include fire prevention and/or extinguishment facilities or systems as may be required from time to time by applicable law or by Landlord in connection with Tenant's use at the Premises. All such systems shall be maintained by Tenant at Tenant's sole cost and expense in good working order and condition and in accordance with all applicable laws. Tenant shall regularly and adequately clean and maintain, or provide a contract for such cleaning and maintenance of, all such exhaust and venting systems serving the Premises, whether located within or outside the Premises in compliance with Landlord's standards and requirements for such cleaning and maintenance. Tenant shall provide to Landlord, upon Landlord's request, reasonable proof of such cleaning and maintenance program.

(d) Tenant shall use its best efforts to keep the Premises free from insects, rodents and all vermin. Without limiting the generality of the foregoing, Tenant shall, at Tenant's sole cost and expense, engage professional, reputable

exterminators reasonably approved by Landlord to service the Premises, including, without limitation, all food preparation and food storage areas, on a monthly basis (or at such greater frequency as Landlord may require) and to the extent necessary to safely keep the Premises free of insects, rodents, vermin and other pests and to prevent insects, rodents, vermin and other pests from infesting the premises of other tenants or the Common Areas of the Premises. Tenant shall, upon Landlord's request, provide reasonable proof that Tenant is causing such extermination to be performed regularly at the Premises.

(e) Tenant shall, at Tenant's sole cost and expense at all times during the Lease Term, provide the necessary piping, connections, traps, grease traps, catch basins and other facilities for the removal of all waste liquids from the Premises in compliance with all applicable laws, codes and ordinances. Such facilities shall be connected to the sewers and mains provided by Landlord and shall be constructed so as to prevent the backing up or discharge of any such waste liquids into the Premises, the premises of other tenants or into the Common Areas of the Premises. Tenant shall not dispose of, nor permit to be disposed, any materials which tend to cause clogging or blockage of pipes and drains. Tenant shall regularly and adequately clean, or provide for the cleaning of, all grease traps, catch basins, plumbing waste lines and similar facilities serving the Premises. Tenant shall, upon Landlord's request, provide adequate proof that Tenant is causing such drainage cleaning to be performed regularly at the Premises.

(f) If alcoholic beverages are to be served at the Premises, Tenant shall obtain and maintain all required liquor licenses at all times during the Term. Tenant shall comply with all applicable alcoholic beverage control laws. Tenant shall not sell or serve alcoholic beverages intended for consumption outside of the Premises and shall use its best efforts to ensure that Tenant's customers do not carry such beverages outside of the Premises.

ARTICLE 5 TERM

5.1 Term. The Initial Term for the period stated in the Summary shall commence on the Commencement Date.

5.2 Early Termination. Landlord may terminate the Term at any time after the end of the Initial Term. Landlord will be required to show real cause for terminating the Lease due to construction in and around the area that reasonably requires the shut-down or demolition of all or a portion of the Premises by giving Tenant written notice at least twelve months prior to the intended termination date. If Landlord delivers such notice of termination to Tenant, then this Lease shall terminate on the date set forth in the termination notice. Upon receipt of Landlord's notice of termination, Tenant may in its sole and

absolute discretion give notice to Landlord of Tenant's election to terminate the Term 90 days after its receipt of Landlord's termination notice, and in such event the date of termination shall be 90 days after Tenant's receipt of Landlord's termination notice. Tenant acknowledges that Landlord may desire to terminate this Lease to facilitate Landlord's plans for the revitalization of the Pier and Harbor Area, and that Tenant is not entitled to relocation benefits therefore as set forth in Section 5.4 hereof. Upon the termination of the Term of this Lease, the parties shall have no further obligations under this Lease, except as to those obligations that expressly survive the termination of this Lease.

5.3 Option to Extend Lease Term. Provided that at the time of the exercise of an Extension Option (as defined below) Tenant is not in breach of its obligations under this Lease, Tenant shall have two options ("Extension Options") to extend the Term for five (5) years each ("Extension Terms"), as follows:

(a) Tenant shall provide written notification to Landlord exercising each such Extension Option, which shall be delivered to Landlord at least six (6) months, but not more than twelve (12) months, prior to the expiration of the then-current Term. Such written notification shall include a certification of Tenant that Tenant is currently in compliance with the Lease.

(b) Upon Tenant's exercise of an Extension Option, representatives of Landlord and Tenant shall meet and confer diligently, in good faith, to jointly negotiate the terms of the Lease that will be in effect during the Extension Term. The terms to be negotiated shall include the amount of Minimum Monthly Rent and Monthly Percentage Rent, the scope and timing of Alterations to the Premises to be performed by Tenant during the Extension Term, and such other terms and conditions as the Parties determine in their sole discretion. The amount of Minimum Monthly Rent and Monthly Percentage Rent for an Extension Term shall be based on the prevailing market terms and rates for both Minimum Monthly Rent and Monthly Percentage Rent, and in no event shall either the Minimum Monthly Rent or Monthly Percentage Rent for an Extension Term be less than that in effect during the then-current Term. Upon mutual agreement upon the terms of the proposed Lease that will be in effect during the Extension Term, Landlord shall prepare and submit to Tenant a draft Lease Amendment containing the terms of the Lease during the Extension Term, and the Parties shall use good faith efforts to mutually agree on the form of such Lease Amendment, and upon mutual agreement each Party shall execute such Lease Amendment. If Landlord and Tenant have not agreed upon and executed a mutually acceptable written Lease Amendment prior to the end of the then-current Lease term, the Lease shall expire at the end of the then-current Lease term. Failure of a Party to agree upon a Lease Amendment for an Extension Term shall not constitute a default of this Lease, provided that the Party has negotiated diligently and in good faith, and has complied with the other requirements of this Section 5.3.

(c) The Initial Term and Extension Terms are collectively referred to in this Lease as the "Term."

5.4 No Relocation Assistance. Tenant understands and agrees that Tenant is not eligible to be a "displaced person" under the California Relocation Act, which provides that a "displaced person" shall not include any person whose right of possession at the time of moving arose after the date of the public entity's acquisition of the real property. Tenant understands that Tenant is a "post-acquisition tenant" pursuant to the Relocation Assistance and Real Property Acquisition Guidelines of the California Department of Housing and Community Development, 25 Cal. Code Regs. §6000, *et seq*. Tenant understands that pursuant to Section 6034(b) of Title 25 of the California Code of Regulations, Tenant shall not be entitled to any relocation benefits or assistance if Tenant is temporarily or permanently displaced from the Premises, whether as a result of the expiration of the Term, Landlord's termination of the Lease pursuant to Section 5.2 hereof, Landlord's pursuit of an unlawful detainer proceeding against Tenant, or for any other reason. Tenant hereby knowingly and voluntarily waives any rights Tenant may have to claim or receive any relocation assistance or benefits under state or federal law, and agrees not to file any claim or take any other action to receive such assistance or benefits.

ARTICLE 6 HOLDING OVER

If Tenant holds over or remains in possession of the Premises with or without the consent of Landlord after the expiration of the Term, such holding over or continued possession shall create a tenancy from month to month only, upon the same terms and conditions as are herein set forth so far as the same are applicable; provided, however, the Minimum Monthly Rent payable during the period of such holding over shall be two hundred percent (200%) of the rent payable immediately preceding the expiration of the Term. If Tenant fails to surrender the Premises in a timely manner upon the termination of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall indemnify and hold Landlord harmless from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any proposed new tenant founded on such failure.

ARTICLE 7 RENT

Tenant shall pay Landlord without prior demand, deduction, set-off, counterclaim or offset during the Term the rent provided in this Article. All payments to be made under the terms of this Lease shall be in lawful money of the United States of America.

7.1 Minimum Monthly Rent. Tenant agrees to pay the Minimum Monthly Rent, in advance, on the first day of each calendar month, commencing on the Commencement Date, for the use and occupancy of the Premises. Should the Commencement Date be on a day other than the first day of a Month, then the rental for such fractional month shall be computed on a daily basis for the period from the Commencement Date to the end of such calendar month in an amount equal to 1/30 of said

Minimum Monthly Rent for each day in such period and shall be due on the Commencement Date.

7.2 Payment of Tenant's Monthly Expense Share. Tenant shall pay Monthly to Landlord, as Additional Rent in addition to all other rental payable pursuant to this Article 7, Tenant's Common Area Expense (CAM) Monthly Expense Share. Tenant's Common Area Expense (CAM) Monthly Expense Share shall be due and payable at the same time that the Minimum Monthly Rent is due and payable. Tenant acknowledges that all businesses within the Boardwalk Retail/Restaurant Area are currently assessed under the Redondo Pier Area Special District ("Special District") for operational service fees provided by the City. Said fees are levied and assessed as set forth by ordinance and resolution of Landlord's City Council and may be adjusted from time to time. Such fees are not included in the Common Area Expense (CAM) Monthly Expense Share, and Tenant agrees to pay the annual assessment levied on the Premises by the Special District. One-twelfth of the assessment levied annually upon Tenant at the Premises by the Special District shall be credited (the "Special District Credit") to each of Tenant's Monthly Expense Share for each month during the Lease Year for which the assessment and levy pertains; provided that Tenant delivers a true copy of the notice of assessment and levy to Landlord within 30 days that Tenant receives such notice of assessment and levy. No Special District Credit shall be given on account of penalties, interest or costs of collection arising from non-payment of the assessment. In the event the Special District is dissolved or altered in any manner, including to assess only leaseholders, Tenant agrees that the Special District Credit shall cease and no longer be credited against Tenant's Monthly Expense Share, and that the full amount of the Tenant's Monthly Expense Share shall be due and payable without credit or offset.

7.3 [Intentionally Deleted]

7.4 Monthly Percentage Rent. In addition to Minimum Monthly Rent and other sums specified herein, Tenant agrees to pay to Landlord on the 10th day of each Month, Monthly Percentage Rent for the immediately preceding Month without any prior demand and without any offset or deduction whatsoever; except that Tenant shall be liable for Monthly Percentage Rent only to the extent by which the amount the Monthly Percentage Rent for the immediately preceding Month exceeds the Minimum Monthly Rent paid to Landlord by Tenant for the same immediately preceding Month.

7.4.1 Default Monthly Percentage Rent. In the event Tenant shall fail to timely submit a Monthly Statement, as provided for below in section 7.4.4, the Monthly Percentage Rent due on the date that the Monthly Statement for such Month is required to be submitted to Landlord shall be the "Default Monthly Percentage Rent", which is the higher of (i) the highest Monthly Percentage Rent previously reported on a Monthly Statement or (ii) 110% of the then current Minimum Monthly Rent applicable to the Month

for which the Monthly Percentage Rent is due. In the event that the Monthly Percentage Rent to be due was later determined from the relevant Monthly Statement in accordance with section 7.4.4 to be greater than the Default Monthly Percentage Rent, Tenant shall immediately pay the amount of the deficiency to Landlord, together with interest thereon from the date the Monthly Percentage Rent was otherwise due. Nothing contained herein shall be construed (i) to allow Tenant to fail or refuse to faithfully account for Gross Sales, to submit Monthly Statements or to pay Monthly Percentage Rent as otherwise provided for herein, or (ii) as a waiver of the rights of Landlord to otherwise receive faithful accountings and Monthly Statements from Tenant and to conduct audits concerning such rights. The Monthly Percentage Rent for any Month shall be the greater of (i) the Default Monthly Percentage Rent and (ii) the Monthly Percentage Rent determined by a timely submitted Monthly Statement. Tenant shall not be entitled to a credit or repayment if the Default Monthly Percentage Rent is later determined by the relevant Monthly Statement to be greater than the Monthly Percentage Rent.

7.4.2 Calculation and Adjustment of Monthly Percentage Rent Payments. The amount of the Monthly Percentage Rent due and payable for the immediately preceding Month shall be calculated by applying the percentage of Gross Sales specified as Monthly Percentage Rent in the Summary to Gross Sales in the Monthly Statement to be submitted to Landlord as required below and deducting therefrom the payment (if any) of Minimum Monthly Rent made by Tenant for the same Month. The calculation of Minimum Percentage Rent shall be made in writing by Tenant and submitted to Landlord together with the payment of the Monthly Percentage Rent to which it applies. The accuracy of such calculation and of the Monthly Statement shall not be binding on Landlord. For the purpose of computing the Monthly Percentage Rental due, sales made during the first fractional Month in which Monthly Percentage Rent commences shall be added to the sales made during the first full calendar Month and Tenant shall pay to Landlord the amount by which the amount so computed as a percentage of Gross Sales of Tenant during this entire period exceeds the Monthly installments of Minimum Monthly Rent which are paid by Tenant during said period. The amount by which the Minimum Monthly Rent paid for any Month exceeds the Monthly Percentage Rent for that same Month shall not be credited against the Minimum Monthly Rent or Monthly Percentage Rent for any other Month and there shall not be an adjustment on an annual basis of the aggregate Monthly Percentage Rent due during a Lease Year.

7.4.3 Record Keeping. Tenant shall record at time of sale, in the presence of the customer, all receipts from sales or other transactions, whether cash or credit, in a cash register(s), which shall provide a cumulative total and which shall number consecutive purchases. Tenant shall keep and maintain (i) all such cash register receipts with regard to the Gross, net sales, credits, refunds and other pertinent transactions made from or upon the Premises (including the Gross Sales of any subtenant, licensee or concessionaire), (ii) detailed original records of any exclusions or deductions from Gross Sales (including

any exclusions or deductions from Gross Sales of any subtenant, licensee or concessionaire) and (iii) full and accurate books of account and records in accordance with generally accepted accounting principles consistently applied. Such books, receipts and records shall be kept for a period of three (3) years after the close of each Lease Year, and shall be available for inspection and audit by Landlord and/or its representatives at the Premises at all times during regular business hours. In addition, upon request of Landlord, Tenant agrees to furnish to Landlord a copy of Tenant's State and Local Sales and Use Tax Returns and Tenant waives any right of confidentiality which Tenant may claim to have for such Returns.

7.4.4 Monthly and Annual Statements. Tenant shall furnish to Landlord a written statement ("Monthly Statement") of Gross Sales for each Month not later than 10 days after the end of such Month. Tenant shall also furnish an annual written statement ("Annual Statement"), including a Monthly breakdown of Gross Sales during each Lease Year, within 45 days after the close of each Lease Year. Such Monthly Statements and Annual Statement shall be signed and certified to be true and correct by Tenant if Tenant is composed of individuals, or by the chief financial officer of Tenant, if Tenant is a corporation. The receipt by Landlord of any Monthly or Annual Statement or any payment of Monthly Percentage Rental for any period shall not bind it as to the correctness of the Monthly Statement or the Annual Statement, or the correctness of any payment. Any information gained by Landlord from such Statements, or any audit or inspection shall be confidential to the extent that Tenant maintains such information as secret and confidential and so informs Landlord, and shall not be disclosed by Landlord other than to carry out the purposes of this Section, with the exception of the following: Landlord shall be permitted to divulge the contents of any such Statements in connection with any financing arrangements, ground leases, or assignments of Landlord's interest in the Premises, in connection with any administrative or judicial proceedings in which Landlord is involved where Landlord may be required to divulge such information or when Landlord (as a public agency) is required by law to divulge such information.

7.4.5 Right to Inspect and Audit. Landlord shall, within five (5) years after the receipt of the Annual Statement for a Lease Year, be entitled to inspect and audit, and to make and retain copies of, Tenant's books, records and accounts relevant to the determination of Gross Sales and the cost of sales (including the Gross Sales and cost of sales of any subtenant, licensee or concessionaire) for all Months during the period subject to audit. Such audit shall be conducted either by Landlord or by an auditor designated by Landlord during normal business hours at Tenant's principal place of business. If it is determined as a result of such audit that there has been a deficiency in the payment of any Monthly Percentage Rental, then such deficiency shall immediately become due and payable, together with interest at the Maximum Lawful Rate from the date when said payment should have been made. In addition, if any of Tenant's Monthly Statements under review by Landlord is found to have understated Gross Sales for any Month by more than

two percent (2%), and if Landlord is entitled to any additional Monthly Percentage Rental for that Month as a result of said understatement, then Tenant shall pay to Landlord all reasonable costs and expenses (including, but not limited to: accounting, bookkeepers and auditors fees; attorneys' fees; costs allocable to salaries and benefits of Landlord's employees; copying, reproduction and printing costs; and litigation and court costs) which may be incurred or suffered by Landlord in determining the understatement or collecting the underpayment. If Tenant's statement shall be found to have understated Gross Sales for any Month by more than 6%, then, in addition to Landlord's aforesaid rights, Landlord may, at its sole option, terminate this Lease at any time thereafter upon notice to Tenant.

7.5 Additional Rent. Tenant shall pay all Additional Rent. If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible as Additional Rent with the next installment of Minimum Monthly Rent thereafter falling due. Nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or to limit any other remedy of Landlord.

7.6 Failure To Pay Items Required Under Article 7. If Tenant fails to pay any Minimum Monthly Rent, Monthly Percentage Rent, Default Monthly Percentage Rent or any Additional Rent when the same is due and payable, such unpaid amounts shall bear interest at the Maximum Lawful Rate from the date due until the date of receipt by Landlord of such payment. In addition to such interest, Tenant acknowledges that the late payment by Tenant of any monthly installment of Minimum Monthly Rent (and/or late payment of other obligations hereunder) will cause Landlord to incur certain internal administrative costs and expenses not otherwise provided for under this Lease, and that the exact amount of such costs are extremely difficult or impractical to fix. Such costs and expenses will include but are not limited to internal administrative processing, accounting and review. Therefore, if any such payment is not received by Landlord from Tenant in good funds by the 10th day after the date on which such payment is due, Tenant shall immediately pay to Landlord a late charge equal to the greater of 5% of such payment or $100. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for its internal administrative loss suffered because of nonpayment or untimely payment by Tenant. Acceptance of this late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment or untimely payment by Tenant, and shall not prevent Landlord from exercising all other rights and remedies available to Landlord under this Lease.

7.7 Application of Payments. Landlord may at its option, apply any payments received from Tenant, to any Minimum Monthly Rent, Monthly Percentage Rent or Additional Rent which is then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any payment received from Tenant shall be applied first to the Minimum Monthly Rent, Monthly Percentage Rent or Additional Rent which has been overdue for the longest period of time.

7.8 Address for Payments. All rental and other payments shall be paid by Tenant to Landlord at Landlord's address as shown in the Summary, or at such other place as may occasionally be designated by Landlord in writing.

ARTICLE 8 UTILITIES

Tenant shall, during the entire Term, (i) arrange for and pay any and all initial utility deposits and fees, connection and metering costs, and (ii) all monthly service charges for electricity, gas, water, telephone and any other utility services, except for sewage, furnished to the Premises and the Improvements thereon. Landlord shall not be liable for any loss or damage resulting from an interruption of any of the above services.

8.1 Indemnification. Tenant shall defend, indemnify and save Landlord harmless against any liability or charges on account of any utility services. In case any utility charges are not paid by Tenant when due, Landlord may pay the utility charges to the utility company or department furnishing the utility service, and any amounts so paid by Landlord shall be paid by Tenant to Landlord immediately upon demand by Landlord, as Additional Rent.

8.2 Utility Charges. If a submeter is installed for any utilities, Tenant shall pay Landlord monthly for the utility services so submetered at the same rates which Tenant would pay to the utility company supplying such utility service if such service were supplied by direct meter. If the furnishing of any service by Landlord should be determined to be a public utility service and rates therefor should be fixed or approved by any public authority having jurisdiction, then such rates for any such service shall supersede the provisions of this Lease with respect to the determination of the charges to be paid by Tenant for such service. Landlord may at its option, install separate utility meters at Tenant's expense.

8.3 No Overloading. Tenant shall not have the right to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities without Landlord's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord, and if Landlord provides such additional facilities to accommodate Tenant's installation, Tenant agrees to pay Landlord, upon demand, the cost of providing such additional utility facilities and all related expenses of any kind. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems.

8.4 Discontinuance. Landlord reserves the right to cut off and discontinue furnishing any heating, ventilation, air conditioning or other utility services furnished or submetered by Landlord at any time after an event of default under this Lease by Tenant. Landlord shall not be liable for any damages resulting from or arising out of such discontinuance of utility services, and such discontinuance shall not constitute a

termination of this Lease or an eviction of Tenant. Tenant hereby releases Landlord from any loss, damage or liability sustained by Tenant as a result of such discontinuance.

8.5 Additional Utility Programs. If Landlord now or hereafter elects to provide any type of utility or alarm services to all or a substantial part of the Boardwalk Retail/Restaurant Area, then Tenant shall, upon Landlord's request, participate in the program and pay to Landlord the reasonable cost of installing and providing the services to Tenant. The utility or alarm services which Landlord may provide include, but are not limited to, electricity for lighting, heating and air conditioning, fire, smoke or security alarm systems, telephone systems and/or any other technological advances which may provide a benefit to the tenants or patrons of the Boardwalk Retail/Restaurant Area. If Landlord provides any of such utility or alarm systems, Landlord may also establish a reasonable program, through rules and regulations, for the monitoring of such systems, determining the usage by each Occupant, establishing standards, requirements and limitations on usage, record keeping, construction and maintenance.

8.6 Utility Service by Landlord. If any utilities are provided in whole, or in part, by Landlord, Tenant shall promptly pay to Landlord as Additional Rent Tenant's share of the charges paid by Landlord for the utilities servicing the Premises or the Common Areas during the Term. From and after the Commencement Date, Tenant shall pay to Landlord an amount estimated by Landlord to be the monthly sum payable hereunder by Tenant for such services. Landlord may adjust the monthly estimated sum at the end of each calendar quarter, based on Landlord's experience and reasonably anticipated costs. Within 60 days following the end of each calendar year, Landlord shall furnish Tenant a statement covering the previous year showing the total of said utility expenses payable by Tenant for said year and the payments actually made by Tenant with respect to such period as set forth above. If the sums payable for such utility expenses exceed Tenant's prior payments, Tenant shall pay Landlord the deficiency within 10 days after receipt of such statement. If said payments exceed the sums payable for such expenses, Tenant shall be entitled to offset such excess against payments which next become due to Landlord as set forth above. Tenant shall pay its pro rata share of the utilities expense, which shall be an amount equal to the utilities expense on the Boardwalk Retail/Restaurant Area multiplied by a fraction the numerator of which shall be the floor area of the Premises as determined by Landlord (and as indicated on the cover sheets hereto) and the denominator of which shall be the floor area of all areas available for exclusive use and occupancy by tenants of the Boardwalk Retail/Restaurant Area, whether or not such areas are actually occupied and open for business.

ARTICLE 9 INDEMNITY - RELEASE - INSURANCE - WAIVER OF SUBROGATION

9.1 Indemnity. To the fullest extent permitted by law, Tenant shall indemnify and hold harmless Landlord and its respective officers, employees, elected and appointed

officials and volunteers from and against any and all claims, damages, liabilities, losses, Environmental Damages, judgments, lawsuits, causes of action, obligations, penalties, costs, charges and expenses, including without limitation, attorneys' fees and costs and expert witness fees, caused in whole or in part by any intentional, reckless or negligent act or omission of Tenant, any Tenant assignee, licensee, sublessee, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or its failure to comply with any of its obligations contained in this Lease, or its failure to comply with any law, and which may be imposed or incurred or asserted (whether real or claimed) against Landlord or its respective officers, employees, elected and appointed officials, contractors, and volunteers by reason of the occurrences listed below during the Term of this Lease. This indemnification obligation shall survive this Lease and shall not be limited by any term of any insurance policy required under this Lease.

(a) Any use, non-use, possession, occupation, condition, operation, conduct of business, maintenance or management of the Premises, or from any activity, work, or other things done, permitted or suffered by Tenant, its agents, contractors, servants, employees or invitees, in or about the Premises, or any part thereof, or any sidewalk, curb, vault, passageway or space adjacent thereto over which Tenant has management responsibilities or control;

(b) Any negligence or wrongful act on the part of Tenant or any of its agents, contractors, servants, employees, sublessees, operators, licensees or invitees;

(c) Any accident, injury or damage to any person or property occurring in, on or about the Premises, or any part thereof, or any sidewalk, curb, vault, passageway or space adjacent thereto over which Tenant has management responsibilities or control;

(d) Any failure on the part of Tenant to maintain, repair, restore or construct the Premises as provided in this Lease, or any failure to perform or comply with any of the other terms, provisions, covenants and conditions contained in this Lease on its part to be performed or complied with; and

(e) All liens, claims and demands arising out of the construction, alteration, repair, restoration or work of improvement on or about the Premises by or on behalf of Tenant or its facilities.

Tenant agrees to give prompt notice to Landlord in case of casualty or accidents in the Premises, or in the case of any incident or omission upon which a claim could be made. In case any action or proceeding is brought against Landlord or its officers, agents and employees by reason of any such claim, Tenant, upon written notice from Landlord, shall at Tenant's expense, resist or defend such action or proceeding by counsel reasonably approved by Landlord in writing. This obligation to indemnify shall include without

limitation reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made. Notwithstanding the foregoing, Landlord or its officers, agents and employees shall not be entitled to indemnity under the foregoing provision for any claim arising from the willful misconduct or gross negligence of Landlord, its officers, agents and employees.

9.2 Release. Landlord or its agents shall not be liable for interference with the light, air, access to, or for any latent defect in the Premises. Landlord shall not be liable for and Tenant hereby releases Landlord from any loss, damage or liability of any kind, for any injury to or death of persons, for Environmental Damages or for damage to property of Tenant or any other person from any cause whatsoever occurring from and after the Commencement Date by reason of the use, construction, occupancy and enjoyment of the Premises or the Boardwalk Retail/Restaurant Area by Tenant or any person thereon or holding under Tenant, or for any matter for which Tenant indemnifies Landlord. The damages for which Landlord is released include, but are not limited to, damages resulting from (i) any labor dispute, (ii) fire, smoke, explosion, noxious odors, the presence of Hazardous Materials, falling plaster or other building materials, steam, gas, electricity, or other nuisance, (iii) water, dampness, wave action or rain which may leak from or to any part of the Premises or its roof, (iv) failure or rupture of the pipes, appliances, systems, equipment or plumbing works in the Premises or the Boardwalk Retail/Restaurant Area and (v) interruption in utility service. Landlord shall in no event be liable to Tenant or anyone claiming by, under or through Tenant for any loss, damage or liability resulting from the acts or omissions of other Tenants or users of the Boardwalk Retail/Restaurant Area or by any other third person who was not acting under the direction and control of Landlord.

9.3 Waiver of Subrogation. Tenant hereby waives any rights Tenant may have against Landlord on account of any loss or damage occasioned to Tenant, or Tenant's property, arising from any risk generally covered by fire and extended coverage insurance. Tenant's insurance coverages shall be endorsed to state that all insurers waive any rights of subrogation it may have against the City of Redondo Beach, its officers, elected and appointed officials, contractors, employees, and volunteers.

9.4 Insurance Provided by Tenant. From and after delivery of possession of the Premises, Tenant shall carry and maintain, at Tenant's sole cost and expense, the following types of insurance, in the amounts specified and in the forms provided below:

9.4.1 Comprehensive General Liability. Comprehensive General Liability Insurance covering the Premises and Tenant's use thereof against claims for bodily injury or death, personal injury and property damage occurring upon, in or about the Premises regardless of when such claims may be made. Such insurance shall have limits of not less than $2,000,000 for bodily injury to or death of any number of persons arising out of any one occurrence and $2,000,000 for property damage arising out of any one occurrence, or

a combined single limit of at least $4,000,000 may be provided in lieu of split limits. These limits shall apply to this location only. The insurance coverage required under this Section shall include coverage for liability hazards as defined in the policy forms and endorsements for premises and operations liability, personal injury liability, broad form property damage liability and contractual liability, which shall extend to liability of Tenant arising out of the indemnities provided in Section 9.1. General Liability coverage can be provided in the form of an endorsement to Tenant's insurance, or as a separate policy. If required by Landlord from time to time, Tenant shall increase the limits of its comprehensive general liability insurance to reasonable amounts customary for tenants in like Boardwalk Retail/Restaurant Areas. Coverage must be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

9.4.2 Plate Glass. Insurance covering all plate glass on the Premises. Tenant shall have the option to (i) insure the risk, (ii) post a bond for replacement of any damaged plate glass, or (iii) pay for the immediate replacement of all plate glass if and when any damage occurs.

9.4.3 Boiler and Machinery. Boiler and machinery insurance on all air conditioning equipment and systems exclusively serving the Premises and all electrical facilities and equipment located in the Premises. If said equipment and systems, and the damage that may be caused by them or result from them, are not covered by Tenant's extended coverage insurance, then the insurance specified in this subsection shall be in an amount of not less than Five Hundred Thousand Dollars ($500,000). If Tenant requires boilers or other pressure vessels to serve the Premises they shall also be insured in the amount required by this subsection.

9.4.4 Direct Property Damage. All Risk Physical Damage Insurance covering Tenant's trade fixtures, merchandise and personal property from time to time in, on or about the Premises, and all leasehold Improvements to the Premises which Tenant is required to maintain pursuant to Section 16.1, specifically including any heating and cooling facilities serving the Premises which may be located outside the Premises provided that Tenant shall have the option to self-insure the plate glass. Such insurance (i) shall be written on a replacement cost basis in an amount equal to at least ninety percent (90%) of the replacement cost of the insured property; and (ii) shall provide protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to, loss or damage from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, domestic water damage, collapse, sprinkler leakage, vandalism, malicious mischief, and, if obtainable at commercially reasonable rates, also earthquake, flood and other natural disaster insurance. Tenant's obligations to provide insurance pursuant to this Section shall apply to all Improvements and fixtures, notwithstanding that some or all of such

Improvements and fixtures may have been installed by Tenant, Landlord, a prior tenant or any other party at any time before or after the delivery of the Premises to Tenant.

9.4.5 Workers Compensation. Statutory workers compensation insurance (including occupational disease insurance) as may be from time to time required by the laws of the State of California.

9.4.6 Employer's Liability. Employer's liability insurance with a per occurrence limit of not less than $2,000,000 per accident for bodily injury or disease or such greater amount as is customary for similar employers in the trade area.

9.4.7 Liquor Liability. If, with the consent of Landlord, alcoholic beverages are to be dispensed in the Premises, liquor liability insurance which includes loss of means of support coverage with limits of not less than those set forth in Section 9.3.1 above, for bodily injury or death and property damage in the event that in any part of the Premises there shall be given, sold or dispensed intoxicating liquors or alcoholic beverages as set forth in the Dram Shop statutes of California.

9.4.8 Business Interruption. Rental insurance (or, as the case may be, use and occupancy insurance) and business interruption or disruption insurance with benefits payable to Landlord in amounts not less than the total Minimum Annual and Monthly Percentage Rentals payable by Tenant to Landlord for the previous year.

9.4.9 Motor Vehicle Liability. Motor vehicle liability insurance governing any autos used in connection with operations at the Premises with coverage at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

9.4.10 Policy Form. All policies of insurance provided for herein shall be issued by insurance companies (i) with A. M. Best rating of not less than A-X, and (ii) which are California admitted insurers. Any deductibles must be declared to and approved by Landlord in its sole discretion. All such policies shall provide that the full amount of any losses shall be payable for Landlord's benefit under the terms of this Lease notwithstanding any act, omission or negligence of Landlord or Tenant which might otherwise result in a forfeiture of insurance coverage, and shall be issued in the names of Landlord and Tenant, and if requested by Landlord, Landlord's mortgagee or beneficiary, which policies shall be for the mutual and joint benefit and protection of Landlord, Tenant and Landlord's mortgagee or beneficiary. Executed copies of such policies of insurance or certificates and endorsements thereof shall be delivered to Landlord within ten (10) days after the Commencement Date. Thereafter, executed copies of renewal policies or certificates and endorsements thereof shall be delivered to Landlord at least fifteen (15) days prior to the expiration of each term of each such policy. All public liability and

property damage policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned by Landlord, its officers, elected and appointed officials, agents, employees and volunteers due to negligence by Tenant. All policies of insurance delivered to Landlord shall contain a provision that the company writing said policy will give to Landlord in writing thirty (30) days' notice in advance of any cancellation or lapse, refusal to renew, suspension or termination of coverage, reduction of any policy limits, increase of any policy deductibles, or other alteration of any terms or conditions of the policy, or of the effective date of any reduction in the amounts of insurance. All of Tenant's insurance coverages shall be written as primary policies, not contributing to, and not as excess coverage to coverage which Landlord may carry. Tenant agrees to permit Landlord, at any reasonable time, to inspect Tenant's policies of insurance of Tenant with respect to the Premises. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Endorsement:

1. General Liability: "The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to Tenant."

2. Automobile Liability: "The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of Lessee."

(b) 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 against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

(c) Each insurance policy required by this Lease shall be in effect for the duration of the Lease Term. The maintenance of proper insurance coverage is a material element of the Lease and failure to maintain or renew coverage or to provide evidence of renewal may be treated by Landlord as a default of the Lease on Lessee's part.

9.5 Blanket Coverage. Notwithstanding anything to the contrary set forth in this Article 9, Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant; provided, however, (i) that Landlord and other parties in interest to Landlord shall be named as additional insured as their interests may appear and (ii) that the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and (iii) that the requirements set forth herein are otherwise satisfied.

9.6 Insurance Provided by Landlord. Landlord shall at all times from and after the Commencement Date maintain in effect a policy or policies of insurance covering the Premises in an amount not less than eighty percent (80%) of full replacement cost (exclusive of the cost of land, excavations, foundations and footings) from time to time during the Term, or the amount of such insurance as Landlord's Lender may require Landlord to maintain, whichever is greater. This coverage must provide protection against any peril generally included in the classification "Fire and Extended Coverage," sprinkler damage, vandalism, malicious mischief and business interruptions. In addition, Landlord may, at Landlord's option, obtain insurance against earthquake, flood and other natural disaster damage; but Landlord is not obligated to obtain or continue to maintain such coverage. Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of any so-called blanket policy or policies of insurance carried and maintained by Landlord, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance. If Landlord is a municipal governmental entity, Landlord may elect to self-insure for the coverage required herein on terms and conditions in accordance with programs and policies of self-insurance established and in effect from time to time by Landlord.

9.7 Actions Affecting Insurance. Tenant shall not at any time during the Term carry any stock or goods or do anything in or about the Premises which will in any way tend to increase the insurance rates upon the Boardwalk Retail/Restaurant Area. Tenant shall pay to Landlord, upon demand, the amount of any increase in premiums for insurance that may be charged during the Term, or the amount of insurance coverage required to be carried by Landlord on the Boardwalk Retail/Restaurant Area, resulting from any act of Tenant in or about the Premises which does so increase the insurance rates, whether or not Landlord shall have consented to such act on the part of Tenant. If Tenant installs upon the Premises any electrical equipment which constitutes an overload of the electrical lines of the Boardwalk Retail/Restaurant Area, Tenant shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriters and any governmental authority having jurisdiction, including without limitation, removal and restoration, and nothing herein contained shall be deemed to constitute Landlord's consent to such overloading. Tenant shall, at its own expense, comply with all requirements for Landlord's maintenance of fire and extended coverage insurance for the Premises,

including the installation of fire extinguishers or automatic dry chemical extinguishing systems that may be more particularly described elsewhere in this Lease.

9.8 Hazardous Materials. Tenant covenants that no Hazardous Materials shall be brought onto, stored, used, transported or disposed of at the Premises by Tenant or any of its employees, agents, independent contractors, licensees, subtenants or invitees, except for in strict compliance with all laws, rules and regulations controlling the presence and use of such materials. No Hazardous Materials shall be placed into the plumbing or waste treatment systems of the Premises except for systems which are designed to accept Hazardous Materials for treatment and discharge in accordance with the laws applicable thereto. Tenant shall undertake special attention and precautions to prevent the discharge or disposal of any Hazardous Materials into the ocean. Tenant shall hold harmless, indemnify and defend Landlord, its respective councilmembers, elected and appointed officials, employees, volunteers, successors and assigns, (collectively, the "Indemnified Persons") from and against any direct, indirect, or consequential Environmental Damages resulting from or arising out of events occurring on or about the Premises during the Term, except for Environmental Damages arising solely from the acts or omissions of any one of the Indemnified Persons. Tenant's indemnification obligation hereinabove shall survive the expiration of the Term or earlier termination of this Lease.

Tenant covenants to promptly notify Landlord when Tenant becomes aware of (a) the presence of Hazardous Materials on the Premises which were not previously authorized by Landlord in accordance with the provisions of this Section or approved in writing by Landlord, and (b) the release to the Premises or the air of Hazardous Materials, whether or not caused or permitted by Tenant. Such notice shall include as much detail as reasonably possible, including identity of the location, type and quantity of Hazardous Materials released. If the unauthorized existence of Hazardous Materials on the Premises is caused or permitted by the Tenant, or the Tenant releases Hazardous Materials beneath, on or above the Premises, and such existence or release results in Environmental Damages, the Tenant, at its sole expense, shall promptly take all actions required by the Laws applicable thereto to return the Premises to the condition existing prior to the events which resulted in Environmental Damages.

9.9 Adjustment of Coverage. The amounts of insurance coverage shall be adjusted periodically upon the request of the Landlord's "risk manager", and the amounts of adjustments shall not be less than such periodic increases of CPI. As conditions change, Landlord reserves the right to make changes to any provisions or coverage as set forth in this Article 9 as determined by City's risk manager in his or her reasonable discretion.

ARTICLE 10 TENANT'S RIGHT TO MAKE ALTERATIONS

10.1 Landlord's Consent.

(a) Tenant shall make the Storefront Improvements which are set forth in the Summary of Lease Provisions. Tenant shall not make or permit to be made any alterations, additions or improvements (singularly and collectively "Alterations") to or of the Premises, Pier Boardwalk or Improvements or any part thereof without the prior written consent of Landlord in each instance. Tenant shall expend not less than Five Hundred Thousand Dollars ($500,000) upon the Storefront Improvements Alterations within three years after the Execution Date of this Lease. Tenant shall complete the selected Storefront Improvements within the first five years after the Execution Date of this Lease. Tenant shall send to Landlord a written description of such Alterations and expenses incurred therefor, together with invoices and evidence of costs thereof, not later than the third and fifth anniversaries of the Commencement Date of this Lease.

(b) Landlord will not unreasonably withhold its consent to any Alterations provided and upon the condition that all of the following conditions shall be satisfied: (i) the Alterations do not affect the outside appearance of the Premises, Boardwalk or Improvements; (ii) the Alterations are nonstructural and do not impair the strength of the Premises, Boardwalk or Improvements or any part thereof; (iii) the Alterations are to the interior of the Premises and do not affect any part of the Boardwalk or Boardwalk Retail/Restaurant Area outside of the Premises; (iv) the Alterations do not affect the proper functioning of the heating, ventilating and air conditioning ("HVAC"), mechanical, electrical, sanitary or other utilities, systems and services of the Premises or Improvements, or increase the usage thereof by Tenant; (v) Landlord shall have approved the final plans and specifications for the Alterations and all contractors who will perform them; (vi) Tenant pays to Landlord (A) a fee for Landlord's indirect costs, field supervision or coordination in connection with the Alterations equal to ten percent (10%) of the estimated cost of Alterations that are in excess of $10,000, and (B) the reasonable costs and expenses actually incurred by Landlord in reviewing Tenant's plans and specifications and inspecting the Alterations to determine whether they are being performed in accordance with the approved plans and specifications and in compliance with applicable laws, including, without limitation, the fees of any architect or engineer employed by Landlord for such purpose; (vii) before proceeding with any Alteration which will cost more than $10,000 (exclusive of the costs of items constituting Tenant's Property, as defined in Section 10.2), Tenant obtains and delivers to Landlord, at Landlord's option, either: (C) a performance bond and a labor and materials payment bond for the benefit of Landlord, issued by a corporate surety licensed to do business in California, each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Landlord, or (D) such other security as shall be reasonably satisfactory to Landlord. Unless all of the foregoing conditions are satisfied, Landlord shall have the right to withhold its consent to the Alterations in Landlord's sole and absolute discretion.

(c) Not less than fifteen (15) days nor more than twenty (20) days prior to commencement of any Alterations, Tenant shall notify Landlord of the work commencement date so that Landlord may post notices of nonresponsibility about the

Premises. All Alterations must comply with all applicable laws, the other terms of this Lease, and the final plans and specifications approved by Landlord, and Tenant shall fully and promptly comply with and observe the rules and regulations of Landlord then in force with respect to the making of Alterations. Landlord's review and approval of Tenant's plans and specifications are solely for Landlord's benefit. Landlord shall have no duty toward Tenant, nor shall Landlord be deemed to have made any representation or warranty to Tenant, with respect to the safety, adequacy, correctness, efficiency or compliance with Laws of the design of the Alterations, the plans and specifications therefor, or any other matter regarding the Alterations.

10.2 Ownership and Surrender of Alterations. Upon their installation, all Alterations, including, but not limited to, wall covering, paneling and built-in cabinetry, but excluding movable furniture, trade fixtures and office equipment ("Tenant's Property"), shall become a part of the realty and belong to Landlord and shall be surrendered with the Premises. However, upon the expiration or sooner termination of the Term, Tenant shall, upon written demand by Landlord, at Tenant's expense, immediately remove any Alterations made by Tenant which are designated by Landlord to be removed and repair any damage to the Premises caused by such removal.

10.3 Liens. Tenant shall pay when due all claims for labor, materials and services furnished by or at the request of Tenant or Tenant's affiliates. Tenant shall keep the Premises, Boardwalk and Boardwalk Retail/Restaurant Area free from all liens, security interests and encumbrances (including, without limitation, all mechanic's liens and stop notices) created as a result of or arising in connection with the Alterations or any other labor, services or materials provided for or at the request of Tenant or Tenant's affiliates, or any other act or omission of Tenant or Tenant's affiliates, or persons claiming through or under them. (Such liens, security interests and encumbrances singularly and collectively are herein called "Liens.") Tenant shall not use materials in connection with the Alterations that are subject to any Liens. Tenant shall indemnify Landlord for, and hold Landlord harmless from and against: (a) all Liens; (b) the removal of all Liens and any actions or proceedings related thereto; and (c) all liabilities incurred by Landlord or Landlord's affiliates in connection with the foregoing. If Tenant fails to keep the Premises, Boardwalk or Boardwalk Retail/Restaurant Area free from Liens, then, in addition to any other rights and remedies available to Landlord, Landlord may take any action necessary to discharge such Liens, including, but not limited to, payment to the claimant on whose behalf the Lien was filed. Tenant shall indemnify Landlord for, and hold Landlord harmless from and against, all liabilities so incurred by Landlord, without regard to any defense or offset that Tenant may have had against the claimant. Neither Landlord's curative action nor the reimbursement of Landlord by Tenant shall cure Tenant's default in failing to keep the Premises, Boardwalk and Boardwalk Retail/Restaurant Area free from Liens

10.4 Additional Requirements. Alterations shall comply with all Laws. Tenant, at its expense, shall obtain all necessary permits and certificates for the commencement

and performance of Alterations and for final approval thereof upon completion, and shall cause the Alterations to be performed in compliance therewith and with all applicable insurance requirements, and in a good, first-class and workmanlike manner. The City shall have all rights to review and approve or disapprove all required submittals in accordance with the City Municipal Code, and nothing set forth in this Lease shall be construed as the City's approval of any or all of the applications or plans for the Alterations. Tenant, at its expense, shall diligently cause the cancellation or discharge of all notices of violation arising from or otherwise connected with Alterations, or any other work, labor, services or materials done for or supplied to Tenant or Tenant's affiliates, or by any person claiming through or under Tenant or Tenant's affiliates. Alterations shall be performed so as not to interfere with any other tenant in the Boardwalk or Boardwalk Improvements, cause labor disharmony therein, or delay or impose any additional expense on Landlord in the construction, maintenance, repair or operation of the Boardwalk or Boardwalk Retail/Restaurant Area. Throughout the performance of the Alterations, Tenant, at its expense, shall carry, or cause to be carried, in addition to the insurance described in this Lease, Workers' Compensation insurance in statutory limits and such other insurance as Landlord may reasonably require, with insurers reasonably satisfactory to Landlord. Tenant shall furnish Landlord with satisfactory evidence that such insurance is in effect at or before the commencement of the Alterations and, upon request, at reasonable intervals thereafter until completion of the Alterations

10.5 Compliance with Applicable Prevailing Wage Requirements. The Tenant shall carry out the construction of all Alterations in conformity with all applicable federal and state labor laws. If applicable, Tenant and its contractors and subcontractors shall pay prevailing wages and employ apprentices in compliance with Health and Safety Code Sections 33423 through 33426, and Labor Code Section 1770, et seq., and shall be responsible for the keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and statutory requirements pertaining thereto. Although the parties believe that California law does not require the payment of prevailing wages or the hiring of apprentices as a result of this Lease because the Premises is being leased at its fair market rental value, Tenant shall be solely responsible for determining and effectuating compliance with such laws, and Landlord makes no representation as to the applicability or non-applicability of any of such laws to the construction of the Alterations. Tenant hereby expressly acknowledges and agrees that the Landlord has not previously affirmatively represented to the Tenant or its contractor(s) for the construction of the Alterations, in writing or otherwise, in a call for bids or otherwise, that the Alterations are not a "public work," as defined in Section 1720 of the Labor Code.

Tenant shall indemnify, protect, defend and hold harmless the Landlord and its officers, employees, contractors and agents, with counsel reasonably acceptable to the Landlord, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including, without limitation, reasonable attorney's fees, court and

litigation costs, and fees of expert witnesses) which, in connection with the construction of the Alterations, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Tenant of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; or (3) failure by Tenant to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the construction of the Alterations, including, without limitation, any and all public works (as defined by applicable law), Tenant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Lease.

ARTICLE 11 MECHANICS' LIENS

11.1 No Liens. Tenant shall do all things necessary to prevent the filing of any mechanics' or other lien against the Boardwalk Retail/Restaurant Area, the Premises, the underlying real property or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant, or by reason of Tenant's failure to pay any Taxes which Tenant is required to pay. If any lien shall at any time be filed against the Boardwalk Retail/Restaurant Area or the Premises or any part thereof, Tenant shall either cause the lien to be discharged of record immediately after the date of filing of the lien or, if Tenant in its discretion and in good faith determines that such lien should be contested, Tenant shall furnish such security as may be necessary or required, in Landlord's judgment, to prevent any foreclosure proceedings against the Boardwalk Retail/Restaurant Area, the Premises or any part thereof and to permit a reputable title insurance company to insure over the lien during the pendency of such contest. If Tenant shall fail to discharge such lien immediately or fail to furnish such security, such inaction shall constitute a default under this Lease and, in addition to any other right or remedy of Landlord resulting from Tenant's default, Landlord may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, deemed necessary by Landlord. Tenant shall, within three (3) days after Landlord's request, hire an attorney acceptable to Landlord who agrees with Landlord in writing to represent Landlord and Tenant, at Tenant's sole cost, in connection with the discharge of the lien and protection of the Premises and Boardwalk Retail/Restaurant Area. If such written confirmation is not received by Landlord from an acceptable attorney within such three (3) day period, Landlord may hire

an attorney to represent Landlord's interest in connection with any such lien, at Tenant's sole cost. Tenant shall repay to Landlord upon demand, all sums disbursed, expended, incurred or deposited by Landlord pursuant to the foregoing provisions of this Section 11.1, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith. Nothing contained in this Lease shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics' or other lien law.

11.2 Notices of Non-Responsibility. Landlord or its representatives shall have the right to enter and inspect the Premises at all reasonable times, and shall have the right to post and keep posted thereon notices of non-responsibility or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. Tenant shall, before the commencement of any work which might result in any putative lien, give to Landlord written notice of its intention to do so in sufficient time to enable the posting of such notices.

11.3 Security for Contested Claims. If Tenant desires to contest any claim of lien, it shall furnish Landlord adequate security for 150% of the amount of the claim, plus estimated costs and interest, or the bond of a responsible corporate surety in such amount, conditioned upon the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall immediately pay and satisfy such judgment

11.4 Landlord's Rights. If Tenant is in default in paying any charge for which a mechanics' lien claim and suit to foreclose the lien have been filed, and has not given Landlord security to protect the Premises and Landlord against such claim of lien, Landlord may (but shall not be so required to) pay said claim and any associated costs. The amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and payable from Tenant to Landlord. Interest shall accrue on such amount from the dates of Landlord's payments at the Maximum Lawful Rate.

ARTICLE 12 ADVERTISING MEDIA

12.1 Approved Advertising. Tenant shall erect signs in accordance with the provisions of the sign criteria labeled Exhibit E. Tenant hereby receives Landlord's consent to affix a sign to a lower corner of the door or front window of the Premises, showing the name, address and telephone number of Tenant. Any and all signage pertaining to Tenant's business must be approved by all necessary public agencies prior to installation. Any signage currently on the Premises will be considered new signage as of the Commencement Date, and therefore, must receive the proper approval (from Landlord and all appropriate governmental agencies) to remain on the Premises.

12.2 Landlord's Consent Required. Tenant shall not affix or maintain any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such item or items except with the prior written approval of Landlord as to size, type, color, location, copy, medium, structure and aesthetic qualities on any of the glass panes and supports of the show windows, doors and the exterior walls nor within twenty-four (24) inches of any window of the Premises.

12.3 Advertising Outside Premises. No advertising medium shall be utilized by Tenant which can be heard or experienced outside the Premises, including but not limited to flashing lights, searchlights, loudspeakers, phonographs, radios or televisions. Tenant shall not display, paint or place any handbills, bumper stickers or other advertising devices on any vehicle parked in the parking area of the Boardwalk Retail/Restaurant Area, nor shall Tenant distribute, or cause to be distributed, in the Boardwalk Retail/Restaurant Area or on the Property, any handbills or other advertising devices without the prior written consent of Landlord. Landlord may enter upon the Premises to remove any non-conforming signs, etc. Tenant shall not decorate, paint, alter, install canopies, devices, fixtures, antennas or attachments to the exterior or roof of the Premises.

ARTICLE 13 FIXTURES AND PERSONAL PROPERTY; PAYMENT OF TAXES

13.1 Removable Trade Fixtures. Any Removable Trade Fixtures shall remain the property of Tenant and Landlord agrees that Tenant shall have the right to remove any and all of its Removable Trade Fixtures which it may have stored or installed in the Premises, provided Tenant is not in breach or violation of any of its duties or obligations under the terms of this Lease. Nothing in this Article shall be deemed or construed to permit Tenant to remove such Removable Trade Fixtures without the immediate replacement thereof with similar property of comparable or better quality, if such removal renders the Premises unsuitable for conducting the type of business specified in Exhibit B. Tenant shall, at its expense, immediately repair any damage to the Premises caused by the removal of any such trade fixtures, signs, and other personal property. Upon expiration or termination of this Lease, Tenant shall leave the Premises in a neat and clean condition, free of debris. All Removable Trade Fixtures installed in or attached to the Premises by Tenant must be new when so installed or attached.

13.2 Improvements and Tenant's Work. All Improvements to the Premises by Tenant, including but not limited to mechanical systems, light fixtures, floor coverings and partitions, but excluding Removable Trade Fixtures, shall become the property of Landlord upon expiration or termination of this Lease.

13.3 Taxes on Improvements and Fixtures. Tenant shall pay before delinquency, any and all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, Removable Trade Fixtures, leasehold improvements, merchandise and other personal property in, on or upon the Premises. In the event any of such items

of property are assessed with the property of Landlord, then such assessment shall be equitably allocated between and paid by Landlord and Tenant, and any portion of such assessment levied on the property of Landlord shall be paid to Landlord as Additional Rent. Landlord shall determine the basis of prorating any such assessments and such determination shall be binding upon both Landlord and Tenant.

13.4 Notice of Possessory Interest; Payment of Taxes and Assessments. City is a public entity, and as such, Landlord's underlying fee and reversionary interest in the subject property is, or may be, exempt from property tax assessments. **In accordance with California Revenue and Taxation Code Section 107.6(a), Landlord hereby informs Tenant that by entering into this Lease a possessory interest in Tenant subject to property taxes may be created, and if so, Tenant or other party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.**

In the event the Landlord shall no longer be exempt from property tax assessments and Tenant is not separately assessed for its possessory interest and Improvements on the Premises, Tenant shall, as Additional Rent, pay (or, if Landlord is assessed and pays, shall pay to Landlord) that portion of any assessment levied against or upon the Boardwalk Retail/Restaurant Area or Landlord's interest therein that represents the value of the Tenant's leasehold interest and the value of the Improvements of the Premises that would have been assessed and levied upon the Premises had it been assessed as such possessory interest. The amount of any tax or excise payable by or assessed against Tenant shall be paid by Tenant before it becomes delinquent.

Landlord and Tenant recognize and acknowledge that there may be changes in the current real property tax system and that there may be imposed new forms of taxes, assessments, charges, levies or fees placed on, or levied in connection with the ownership, leasing, occupancy or operation of the Boardwalk Retail/Restaurant Area or the Premises. Any new or increased tax, assessment, charge, levy or fee which is imposed or increased as a result of or arising out of any change in the structure of the real property tax system or any limitation on the real property taxes which can be assessed on real property including, but not limited to, any and all taxes, assessments, charges, levies and fees assessed or imposed due to the existence of this Lease (including any surcharge on the income directly derived by Landlord therefrom) or for the purpose of funding special assessment districts of the type funded by real property taxes, shall also be included within the meaning of "taxes". With respect to any general or special assessment which may be levied against or upon the Premises or the Boardwalk Retail/Restaurant Area and which under the laws then in force may be evidenced by improvement or other bonds, or may be paid in periodic installments, there shall be included within the meaning of "taxes" with respect to any tax fiscal year only the amount currently payable on such bond for such tax fiscal year, or the periodic installment for such tax fiscal year. With respect to any tax fiscal year only the amount currently payable on such bond for such tax fiscal year, or the periodic installment

for such tax fiscal year. During any part of the Term which shall be less than a full tax fiscal year, Taxes applicable to the Premises shall be prorated on a daily basis between Landlord and Tenant so that Tenant shall pay only the Taxes attributable to the portion of the tax fiscal year occurring within the term of this Lease. In the event that any Taxes are payable after the end of a tax fiscal year, Landlord may nevertheless collect Taxes applicable to the Premises from Tenant as set forth above (in a tax fiscal year) and treat Tenant's payments as payments on account of Taxes payable after the tax fiscal year.

ARTICLE 14 ASSIGNING, MORTGAGING, SUBLETTING, CHANGE IN OWNERSHIP

14.1 Prohibition Against Transfer. Tenant acknowledges that as a government entity, Landlord must make many of its lease decisions in public, and therefore has unique concerns regarding the composition of tenants. Tenant further acknowledges that given the unique "attraction park" nature of the property, the importance of the Harbor and Boardwalk areas in bringing revenues to the City, and the importance of the Harbor and Boardwalk areas to the image of Redondo Beach, Landlord has further unique concerns regarding the composition of tenants. Accordingly, Tenant agrees that Tenant shall not have the power to transfer or assign this Lease, sublet the Premises, enter into license or concession agreements, or change ownership (such transactions are hereinafter individually and collectively referred to as a "Transfer"), without first obtaining the written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

14.2 Restrictions on Transfer. If Tenant desires to apply for Landlord's consent for a Transfer to anyone (a "Transferee"), Tenant shall give written notice ("Transfer Notice") to Landlord at least 60 days before the effective date of any such proposed Transfer. The Transfer Notice shall state (a) whether Tenant proposes to assign the Lease, sublet the Premises, enter into a license or concession agreement or change ownership, (b) the proposed effective date of the Transfer, (c) the identity of the proposed Transferee, (d) all other material terms of the proposed Transfer, (e) in detail the type of business operation the proposed Transferee intends to conduct on the Premises and (f) Tenant's warranty and representation that Tenant is not in breach or violation of any of its obligations or duties under this Lease (or, if there is such a breach or violation, a statement identifying such breach or violation). The Transfer Notice shall be accompanied by a copy of the proposed agreement documenting the Transfer, or if none, a copy of any offers, draft agreements, letters of commitment or intent and other documents pertaining to the proposed Transfer. In addition, the Transfer Notice shall be accompanied by the proposed Transferee's income statements and balance sheets covering the preceding 36-month period, and each shall be certified as accurate by the Transferee.

If Landlord consents to the proposed Transfer, Tenant may thereafter promptly effect a Transfer in accordance with the terms of Tenant's Transfer Notice. If Landlord

consents to the proposed Transfer and Tenant does not consummate the proposed Transfer within 30 days after receipt of Decision Notice, the provisions of the first paragraph of this Section 14.2 shall again apply. Any Transfer without Landlord's prior written consent shall be immediately void and shall constitute a default hereunder.

14.3 No Release from Liability. No Transfer, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of Tenant's obligations under this Lease, from its covenants and obligations hereunder during the Term. Tenant shall, promptly upon demand, reimburse Landlord for Landlord's reasonable attorneys' fees and administrative expenses incurred in conjunction with the processing and documentation of any requested Transfer.

14.4 Transferee's Obligations. Each Transfer to which Landlord has consented shall be evidenced by a written instrument in form satisfactory to Landlord, and executed by Tenant and the Transferee. Each such Transferee shall agree in writing for the benefit of Landlord to assume, be bound by, and perform the terms, covenants and conditions of this Lease to be performed, kept or satisfied by Tenant, including the obligation to pay to Landlord all amounts coming due under this Lease. One fully executed copy of such written instrument shall be delivered to Landlord. Failure to obtain in writing Landlord's prior consent or otherwise comply with the provisions of this Article 14 shall prevent any Transfer from becoming effective.

14.5 Assignee's or Subtenant's Rent. Upon the effective date of any Assignment, the Minimum Monthly Rent shall be increased to the highest of (i) the rentals payable by any assignee or subtenant pursuant to such Assignment or Subletting, or (ii) an amount equal to the total of the Minimum Monthly Rent, as adjusted in accordance with the Summary of Lease Provisions, plus Percentage Rental, required to be paid by Tenant pursuant to this Lease during the twelve (12) month period immediately preceding such Assignment. In no event shall the Minimum Monthly Rent after such Assignment be less than the Minimum Monthly Rent during the period immediately preceding.

14.6 Further Restrictions. Tenant shall not, without the prior written consent of Landlord (which consent may be granted or withheld in Landlord's sole discretion), mortgage, encumber or hypothecate this Lease or any interest herein. Tenant shall not permit the Premises to be used by any party other than Tenant or a permitted Transferee. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. For purposes of this Article 14, if Tenant is a partnership, a limited liability company or other association other than a corporation, any withdrawal(s) or change(s) of a Principal Owner or if Tenant is a corporation, any transfers cumulating 25% or more of its stock, shall constitute a voluntary Transfer and shall be subject to the provisions hereof. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.

ARTICLE 15 TENANT'S CONDUCT OF BUSINESS

15.1 Continuous Operation. Tenant covenants to open for business with the general public adequately staffed with workers, merchandise and fixtures in accordance with the Use of Premises to which it is restricted under this Lease. From and after the date Tenant opens for business, Tenant shall continuously (except for reasonable temporary periods necessary for maintenance, repairs, installation of equipment and tenant improvements) and uninterruptedly conduct within the entire Premises the business which it is permitted to conduct under this Lease except while the Premises are untenantable by reason of fire or other casualty. Tenant shall at all times keep and maintain within and upon the Premises an adequate staff of workers and stock of merchandise and trade fixtures to service and supply the usual and ordinary demands of its customers, and shall keep the Premises in a neat, clean and orderly condition. Tenant shall continuously, actively and diligently operate its business in the entire Premises in a high grade and reputable manner throughout the term of this Lease, maintaining in the Premises an adequate staff of employees and a full and complete stock of merchandise. The Premises shall be personally supervised by competent personnel who have power to act on behalf of Tenant. In general, Tenant shall employ its best business judgment, efforts and abilities to operate Tenant's business in an efficient and businesslike manner. It is expressly understood and agreed that Landlord does not consider Minimum Monthly Rent in itself a fair and adequate rental for the Premises and would not have entered into this Lease unless Tenant had obligated itself to pay Monthly Percentage Rent, which Landlord expects to supplement the Minimum Monthly Rent to provide fair and adequate rental return. It is the intent of Landlord and Tenant that Tenant produce the maximum Gross Sales possible during the Term. Therefore, if Tenant fails to continuously operate its business in accordance with the terms of this Lease, fails to keep the required store hours, or vacates the Premises prior to the expiration of the term hereof, Tenant shall pay Monthly Percentage Rent in an amount not less than Default Monthly Percentage Rent for each Month during which such failure or vacation has occurred, notwithstanding that for each such Month Tenant also submits a Monthly Statement. In addition, Landlord shall have the right to treat any of such events as a material default and breach of this Lease.

15.2 Hours of Operation. Recognizing that it is in the interests of both Tenant and Landlord to have regulated hours of business for all of the Boardwalk Retail/Restaurant Area, if Tenant conducts a retail business (including restaurant use), then Tenant shall remain open for business every day from 11:00 am through 8:00 pm during each day of the Months of May, June, July, August and September; and 11:00 am through 6:00 pm during each day for any other Month (subject to change as provided for below) (the "Minimum Hours of Operation"). Landlord retains the right (but not the obligation) to change the Minimum Hours of Operation to those hours, if any, other businesses in the Boardwalk Retail/Restaurant Area are normally open for business. Tenant shall adequately illuminate its window displays, exterior signs and exterior advertising displays continuously during all Minimum Hours of Operation as determined in Landlord's sole and

absolute discretion. The foregoing provisions shall be subject to the hours of operation prescribed by any governmental regulations or labor union contracts to which the Tenant's business is subject. Tenant's failure to keep the Premises open for business during the Minimum Hours of Operation shall be conclusively deemed for any and all purposes to be a violation or breach of a condition, covenant or obligation of this Lease which cannot afterward be cured or performed, but which may be enforced by Landlord by an action for specific performance, in addition to any other remedies available to Landlord.

15.3 Non-Competition. Because Monthly Percentage Rent is a material consideration of this Lease, and in order to achieve maximum sales volume, Tenant, any affiliate and any Guarantor of the Lease, (and their respective officers, directors, and stock-holders or partners) shall not directly or indirectly own, operate, manage or have any interest in the profits of any similar store or business (unless in operation on the Commencement Date of this Lease and identified herein) within a radius of three (3) miles from the perimeter of the Boardwalk Retail/Restaurant Area. Without limiting Landlord's remedies, if Tenant violates any provision of this Section, Landlord may, at its option, include the gross sales of such other competing stores or businesses in the Gross Sales transacted in the Premises for the purpose of computing Monthly Percentage Rent due hereunder, as though the sales of such competing stores or businesses had actually been made from the Premises. If Landlord so elects, all of the provisions of Article 7 hereof shall be applicable to all records pertaining to such competing stores or businesses. Any competing stores or businesses existing as of the Commencement Date of this Lease and specified in the Rider that would violate this Non-Competition section may continue to be operated, managed, conducted and owned in the same manner and location as on the Commencement Date of this Lease.

ARTICLE 16 REPAIRS AND MAINTENANCE

16.1 Tenant's Maintenance. In addition to the duties, restrictions and obligations of Tenant in Section 4.2 above, Tenant shall, at its own cost and expense, repair, replace and maintain in good and tenantable condition (a) the Premises and every part thereof (except that portion of the Premises to be maintained by Landlord as hereinafter provided), (b) the utility meters, lines, pipes and conduits, all fixtures, air conditioning equipment and heating equipment and other equipment or fixtures exclusively serving the Premises, located within and without the Premises regardless of whether (i) such equipment or fixtures are installed or owned by Landlord or Tenant as part of any equipment system or (ii) are attached to the exterior of or installed on the roof of the Premises by Tenant or Landlord; (c) the storefront or storefronts and all signs, locks and closing devices, window sashes, casements or frames, doors and door frames, floor coverings (including carpeting, terrazzo or other special flooring). Tenant shall perform all such items of repair, maintenance, alteration, improvement or reconstruction as may at any time or from time to time be required by a Governmental Agency having jurisdiction over the Premises. Tenant shall contract with a service company, acceptable to Landlord, for the monthly

maintenance of the heating, ventilating and air conditioning equipment exclusively serving the Premises, and shall furnish to Landlord a copy of the service contract within ten (10) days after Tenant opens the Premises to the public for business, and shall furnish to Landlord a copy of any subsequent contract entered into by Tenant from time to time during the Term. Tenant shall promptly replace at its own expense any broken glass, both exterior and interior, with glass of the same kind, size and quality and shall cause the exterior of the Premises to be painted not later than the end of every third Lease Year in accordance with the specifications required by the "Design Criteria" adopted by Landlord for the Boardwalk Retail/Restaurant Area. Tenant shall make no adjustment, alteration or repair of any part of the sprinkler or sprinkler alarm system within or outside the Premises without Landlord's consent in its sole discretion.

16.2 Landlord's Right to Repair. If Tenant fails to make repairs and/or maintain the Premises or any part thereof in a manner reasonably satisfactory to Landlord, Landlord shall have the right to elect to make such repairs or perform such maintenance on behalf of and for the account of Tenant after five (5) days' notice of such election. No notice shall be required in the event of an emergency. The cost of such work shall be paid by Tenant as Additional Rent promptly upon receipt of a bill therefor.

16.3 Surrender of Premises. Upon expiration or termination of the Lease, Tenant shall deliver the Premises to Landlord in good order, condition and state of repair, ordinary wear and tear excepted. Upon request of Landlord, Tenant shall execute and deliver to Landlord in recordable form a quitclaim deed for the Premises.

16.4 Landlord's Maintenance. Subject to the foregoing provisions, Landlord shall keep and maintain in good and tenantable condition and repair the structural integrity of the foundation upon which support the Premises and of the roof, exterior bearing walls (excluding the interior of all walls and the exterior and interior of the store fronts, all windows, doors and plate glass and interior ceilings) and structural parts of the Premises, the main trunk lines, pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligations of the appropriate utility company). Notwithstanding the foregoing, Landlord shall not be required to make repairs (a) necessitated by reason of (i) the negligence or omission of Tenant or anyone claiming under Tenant, (ii) the failure of Tenant to perform or observe any conditions or agreements in this Lease, or (iii) alterations, additions, or Improvements made by Tenant or anyone claiming under Tenant or (b) casualties for which Landlord is not required to (and does not) carry insurance or for insured casualties for which available insurance proceeds are not sufficient to pay the costs of such repair. Landlord shall have no liability to Tenant for failure to make repairs unless (i) Tenant has previously notified Landlord in writing of the need for such repairs and (ii) Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of Tenant's written notification. Tenant shall be responsible for all damage resulting from any delays

in making required repairs occasioned by Tenant's failure to give prompt notice as Landlord's obligation to repair is conditioned thereon.

As used in this Section, "exterior walls" shall not include storefronts, plate glass, window cases or window frames, doors or door frames, security grills or similar enclosures. Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements or Improvements to and upon the Premises or the mechanical equipment exclusively serving the Premises at any time except as expressly provided in this Article. If Landlord fails to begin making such repairs to the Premises or perform such maintenance of the Premises as it is obligated to do by the terms hereof within a reasonable time after Landlord's receipt of written notice, Tenant's sole right and remedy for such failure on the part of Landlord shall be, after further written notice to Landlord, to cause such repairs to be made or such maintenance to be performed to the Premises in a first class workmanlike manner and in compliance with all applicable governmental, insurance and warranty requirements and the standards set forth in this Lease. Upon completion of such repair or maintenance Tenant must submit to Landlord its invoice for the actual, direct costs and expenses of the repairs or maintenance, which Landlord shall pay promptly after demand, provided that the costs and expenses shall not exceed the reasonable cost of such repairs or maintenance. Tenant hereby releases Landlord from, and agrees that Tenant shall be liable for, any damages resulting from Tenant's failure to properly perform any repairs or maintenance which Tenant elects to perform under this Section 16.4.

16.5 Landlord's Entry. Upon reasonable notice by Landlord, Tenant shall permit Landlord or its authorized representatives to enter the Premises at all times during normal business hours for purposes of inspection. Tenant shall permit Landlord or any person authorized by Landlord to enter upon the Premises and make any necessary repairs to the Premises or to perform Landlord's maintenance required of Landlord under Section 16.4 and to perform any work therein (i) which may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, of any insurer of the Premises, or of any rating bureau or insurance underwriters of Landlord, or (ii) that Landlord may deem necessary to prevent waste or deterioration in connection with the Premises if Tenant does not make or cause such repairs to be made or performed promptly after receipt of written demand from Landlord, or (iii) that Landlord may deem necessary to perform remodeling, construction or other work incidental to any portion of the Boardwalk Retail/Restaurant Area, parking structures in the Boardwalk Retail/Restaurant Area, or the pilings and other structures supporting the Boardwalk Retail/Restaurant Area, including but not limited to work on the premises of another tenant adjacent to the Premises or to enforce any provision of this Lease or to cure any default of Tenant. Landlord shall use its best efforts not to interfere unreasonably with Tenant's business during the conduct of any such work. If such work of Landlord unreasonably interferes with the ability of Tenant to conduct its business on the Premises as required by this Lease, during the period of such unreasonable interference the Minimum Monthly Rent shall be partially abated in proportion to the amount of such unreasonable interference; and in the event such work fully prevents Tenant

from conducting its business as required, the Minimum Monthly Rent shall be fully abated during such period, and such interference shall not be claimed by Tenant as constituting a constructive eviction by Landlord; provided, however, that the Minimum Monthly Rent shall not be reduced to a level lower than the amount of the Business Interruption Insurance required to be provided by Tenant in Section 9.3.8. In no event shall Landlord performance of remodeling, construction or other work upon any parking structure in the Boardwalk Retail/Restaurant Area, or the closure of all or any portion of any parking structure in the Boardwalk Retail/Restaurant Area to public parking, constitute unreasonable interference with Tenant's business, or entitle Tenant to any compensation therefor. Nothing herein contained shall imply any duty on the part of Landlord to do any such work which, under any provision of this Lease, Tenant may be required to do, nor shall it constitute a waiver of Tenant's default in failing to perform such work. No exercise by Landlord of any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned by the exercise of such rights. In the event Landlord makes any repairs pursuant to subsections (i) or (ii), Tenant shall pay the cost thereof to Landlord as Additional Rent, promptly upon receipt of a bill therefor.

16.6 Display. Landlord and its authorized representatives may enter the Premises at any time during business hours for the purpose of exhibiting the Premises to prospective developers, lenders, assignees, or master leaseholders. During the final six (6) months of the term of this Lease, Landlord may exhibit the Premises to prospective tenants.

ARTICLE 17 RECONSTRUCTION

17.1 Damage or Destruction by Casualty. In case of any damage to or destruction of the Improvements on the Boardwalk Retail/Restaurant Area or the Common Area or the Improvements on the Premises, or any part thereof, and subject to the next sentence, if the insurance proceeds available to Landlord, if any, on account of such damage or destruction to the Premises are sufficient for the purpose, Landlord shall within a reasonable period of time commence and complete the restoration, replacement or rebuilding of the Improvements, together with such alterations and additions, or variations from the original plans for the exterior elevations (including materials selection and color) or the size, bulk and scale of the Improvements and such alterations or changes as are required by then current building codes (such restoration, replacement, rebuilding, alterations and additions, together with any temporary repairs and property protection pending completion of the work being herein called "Restoration"). If the Improvements on the Premises are damaged during the last three (3) years of the Lease Term, or if the insurance proceeds collected with respect to such Improvements are not sufficient to complete Restoration, or if there are no insurance proceeds for the Improvements, or if Landlord elects in its sole discretion not to undertake Restoration of the Improvements, then Landlord shall have the right to notify Tenant of such election and this Lease shall terminate as to the Premises. Tenant shall repair and restore Tenant's betterments, trade fixtures, equipment, inventory or other installations or Improvements of Tenant in, on or

about the Premises, and such Improvements as Tenant is required to insure under Section 9.4 of this Lease, and/or repair and maintain under Section 16.1 of this Lease.

17.2 Termination Upon Substantial Damage. Notwithstanding anything to the contrary contained in this Lease, Landlord may, at its option, terminate this Lease upon thirty (30) days' notice to Tenant (said notice to be given not later than one hundred (100) days after the later of the occurrence of any damage or destruction or written notification from Tenant to Landlord of such occurrence) if: (i) the Premises, the Boardwalk Retail/Restaurant Area or the Common Area shall be damaged or destroyed and Landlord's architect shall certify in writing that the extent of the damage or destruction is twenty five percent (25%) or more of the replacement value of any of the respective Premises, Boardwalk Retail/Restaurant Area or the Common Area (excluding the replacement value of trade fixtures, equipment, inventory or other installations or Improvements not permanently affixed to the real estate) immediately prior to the occurrence of the damage or destruction, or (ii) the damage or destruction is such that, in Landlord's judgment, restoration cannot be completed within one hundred twenty (120) days of the commencement thereof regardless of the cost of such restoration or repair. The effective date of the termination shall be the date of the occurrence of the damage or destruction.

17.3 Commencement of Restoration. If the Premises shall be damaged or destroyed, and either the provisions of Section 17.2 shall not apply, or the provisions of Section 17.2 shall apply but Landlord shall not have elected to terminate this Lease, Landlord and Tenant shall commence their respective obligations of repair and restoration set forth in Section 17.1 as soon as practicable, and shall prosecute the same to completion with all due diligence.

17.4 No Abatement of Rent. During the period of any damage, repair or restoration provided for in Section 17.1, the Minimum Monthly Rent for the Premises shall not be abated in any way except if the Premises is not repaired or restored within six months from the date of the damage or destruction and such is due to the fact that Landlord failed to prosecute its repairs and restoration with all due diligence, then Minimum Monthly Rent for the Premises shall abate from the sixth month date after the date of such damage or destruction until that date upon which the Premises is repaired and restored, or such earlier date on which it should have been repaired and restored if Tenant had prosecuted its repairs and restoration with all due diligence; provided, that Tenant shall not be liable for any Minimum Monthly Rent to the extent that Landlord is paid benefits for such the loss of Minimum Monthly Rent from the Business Interruption Insurance required to be provided by Tenant in Section 9.3.8. Tenant shall continue or cause to be continued the operation of the businesses in the Premises during any such period to the extent reasonably practicable. Tenant's obligation to pay all other amounts payable under this Lease shall continue. Tenant shall not be entitled to any abatements or reductions or to any compensation, damage or offset for loss of the use of the whole or any part of the Premises and/or any inconvenience or annoyance occasioned by any damage, destruction, repair or restoration.

17.5 Remedies Limited. As a material inducement to entering into this Lease, Tenant irrevocably waives and releases its rights under the provisions of Section 1932(2) and 1933(4) of the California Civil Code, it being the intent of the parties hereto that the express terms of this Lease shall control under any circumstances in which those provisions might have otherwise applied. Said Sections whose effect are being waived presently provide as follows:

> Section 1932: "The hirer of a thing may terminate the hiring before the end of the term agreed upon: ... 2. When the greater part of the thing hired, or that part which was and which the letter had at the time of the hiring reason to believe was the material inducement to the hirer to enter into the contract, perishes from any other cause than the want of ordinary care of the hirer."
>
> Section 1933: "The hiring of a thing terminates: ... 4. By the destruction of the thing hired."

ARTICLE 18 COMMON AREAS

18.1 Use of Common Areas. Subject to the provisions of Section 18.4, Tenant and its employees and invitees are authorized, empowered and privileged to non-exclusive use of the Common Areas during the Term. Tenant hereby acknowledges that, as of the Commencement Date of this Lease, there is no parking area within the Boardwalk Retail/Restaurant Area which will be part of the Common Area. Landlord reserves the right to repair, change, modify, or otherwise alter the Common Area. Further, Landlord expressly reserves the right to establish, modify and enforce reasonable rules and regulations governing the Common Area.

18.2 Common Area Maintenance. Landlord shall maintain and operate, or cause to be maintained and operated (except as hereinafter provided with reference to cost of maintenance), the Common Areas at all times for the benefit and use of the customers and patrons of Tenant, and of other tenants, owners and occupants of the land constituting the Boardwalk Retail/Restaurant Area. All Common Area Expenses shall be at the sole cost and expense of Landlord and shall not, except for the Tenant's Monthly Expense Share, be charged to Tenant except as otherwise provided for in this Lease. If Landlord at any time hereafter determines, in Landlord's sole and absolute judgment, that the best interests of the Boardwalk Retail/Restaurant Area will be served by having the Common Areas or any part thereof operated and maintained by a person, firm or corporation other than Landlord, Landlord may select a person, firm or corporation to operate and maintain all or any such part of the Common Areas and may negotiate and enter into a contract therefor with such person, firm or corporation on such terms and conditions and for such time as Landlord, in Landlord's sole and absolute judgment, shall deem reasonable and proper both as to service and cost. Landlord shall keep, or cause to be kept, the Common Areas in a neat, clean and

orderly condition, properly lighted, landscaped and insured, and shall repair any damage to the facilities thereof.

18.3 Control of Common Areas. Landlord shall at all times have the right and privilege of determining the nature and extent of the Common Areas within the Boardwalk Retail/Restaurant Area, including surface, underground or multiple-deck, and of making such changes therein which in Landlord's sole and absolute discretion are deemed to be desirable and for the best interest of all persons using the Common Areas. The exercise of Landlord's discretion shall include but shall not be limited to the location and relocation of entrances and exits, the installation and location of prohibited areas, and the design and location of landscaped areas.

Tenant and its employees, customers, suppliers, invitees and patrons shall abide by the Boardwalk Retail/Restaurant Area and Parking Rules and Regulations, as set forth in Exhibit F, as the same may be amended by Landlord from time to time in Landlord's sole and absolute discretion. Landlord and its successors and assigns, shall at all times during the Term have sole and exclusive control of the Common Areas, and may at any time during the Term exclude and restrain any person from use or occupancy thereof, excepting customers, suppliers, invitees, employees and patrons of Tenant, and other tenants of Landlord who make use of said areas in accordance with the Boardwalk Retail/Restaurant Area and Parking Rules and Regulations established by Landlord with respect thereto. The right of Tenant hereunder in and to the Common Areas shall at all times be subject to the rights of Landlord and other tenants of the Boardwalk Retail/Restaurant Area to use the same in common with Tenant. It shall be the duty of Tenant to keep all of said areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation.

If, in the opinion of Landlord, unauthorized persons are using any of said areas by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall enforce Landlord's right to exclude such persons by appropriate proceedings. Nothing herein shall affect the right of Landlord at any time to remove any such unauthorized persons from said areas or to restrain the use of any of said areas by unauthorized persons.

Landlord shall not be liable for any damage to motor vehicles, or for loss of property from within such motor vehicles, of Tenant, its customers, suppliers, invitees, employees or patrons, unless caused by the gross negligence of Landlord, its agents, servants or employees

18.4 Parking. Tenant hereby acknowledges that City built, owns and operates two (2) parking structures adjacent to the Boardwalk Retail/Restaurant Area, known as the "Pier Parking Structure" and the "Plaza Parking Structure". Said parking structures are to service the general public; including, but not limited to, customers of the Boardwalk Retail/Restaurant Area and customers of Tenant. Tenant acknowledges that at no time will

Tenant share in the revenues from said parking structures, nor will Tenant, its agents, employees, customers, licensees and sub-tenants receive free parking, unless granted by City in its sole discretion. Tenant, its agents, employees, customers, licensees and sub-tenants agree to comply with the fees for parking automobiles in the parking structures; said fees shall be set by the City Council of City at its sole discretion. City reserves the right to change entrances, exits, traffic lanes and the boundaries and locations of said parking structures. If at any time City elects to close all or a portion of said parking structures for repair, Tenant will waive any and all claims against Landlord and/or City for such closure.

Employees and suppliers of Tenant and the other tenants of Landlord shall park their automobiles in certain designated non-exclusive automobile parking areas which may from time to time be designated for employees and suppliers of the Boardwalk Retail/Restaurant Area. City at all times shall have the right to designate the particular parking area, if any, to be used by any or all of such employees or suppliers and any such designation may be changed from time to time. All parking in parking areas owned or operated by City shall be subject to the charges, fees and the Parking Rules and Regulations pertaining to employees and suppliers promulgated from time to time by City. If special charges and fees are allowed to employees and suppliers, and Tenant or its employees or its suppliers fail to park their cars in designated parking areas, then City may charge Tenant for the charges and fees for general parking each day or partial day per car parked in any areas other than those designated. All amounts due under the provisions of this Section shall be payable by Tenant within ten (10) days after demand therefor. Tenant acknowledges that employee, supplier, customer and patron parking may not be available during certain hours of the day, particularly in the summer.

ARTICLE 19 BANKRUPTCY; INVOLUNTARY TRANSFERS

19.1 Election to Assume Lease. In the event an order for relief shall be entered against or come into existence as to Tenant under Chapter 7 or Chapter 11 or Chapter 13 of the U.S. Bankruptcy Code, and the Trustee or Debtor-In-Possession shall elect to assume this Lease for the purpose of assigning this Lease or otherwise, such election and assignment may only be made if all of the terms and conditions of Sections 19.2 and 19.3 are satisfied. If such Trustee shall fail to elect to assume this Lease within sixty (60) days after the order for relief, or such additional time as the Bankruptcy Court authorizes, then this Lease shall be deemed rejected and immediately canceled and terminated. Landlord shall be thereupon immediately entitled to possession of the Premises without further obligation to Tenant or Trustee. Landlord's right to be compensated for damages in such bankruptcy proceeding shall survive.

19.2 Conditions of Assumption. In the event that a Petition for reorganization or adjustment of debts is filed concerning Tenant under Chapters 11 or 13 of the Bankruptcy Code, or a proceeding is filed under Chapter 7 of the Bankruptcy Code and is converted to

Chapters 11 or 13, the Trustee or Tenant, as Debtor-In-Possession ("DIP"), whether DIP under Chapter 11 or 13, must elect to assume this Lease within sixty (60) days from the date of the filing of the Petition under Chapters 11 or 13, or within such additional time as the Bankruptcy Court may authorize, or the Trustee or DIP shall be deemed to have rejected this Lease. No election by the Trustee or DIP to assume this Lease, whether under Chapters 7, 11 or 13, shall be effective unless each of the following conditions, which Landlord and Tenant acknowledge are commercially reasonable in the context of a bankruptcy proceeding of Tenant, have been satisfied, and Landlord has so acknowledged in writing:

(a) Landlord has not terminated this Lease pursuant to the provisions established herein prior to the filing of the Petition.

(b) The Trustee or the DIP has cured, or has provided Landlord adequate assurance (as defined below) that:

(i) Within ten (10) days from the date of such assumption the Trustee will cure all monetary defaults under this Lease; and

(ii) Within thirty (30) days from the date of such assumption the Trustee will cure all non-monetary defaults under this Lease.

(c) The Trustee or the DIP has compensated, or has provided to Landlord adequate assurance (as defined below) that within ten (10) days from the date of assumption Landlord will be compensated for any monetary loss incurred by Landlord arising from the default of Tenant, the Trustee, or the DIP as recited in Landlord's written statement of monetary loss sent to the Trustee or DIP. The term "monetary loss" shall include all of Landlord's attorney fees and costs incurred in monitoring Tenant's bankruptcy case and in representing Landlord's interests in such case.

(d) The Trustee or the DIP has provided Landlord with adequate assurance of the future performance of each of Tenant's Trustee's or DIP's obligations under this Lease; provided, however, that:

(i) The Trustee or DIP shall also deposit with Landlord, as security for the timely payment of rent, an amount equal to three (3) months' rent (as adjusted pursuant to Section 19.2(d)(iii) below) and other monetary charges accruing under this Lease; and

(ii) If not otherwise required by the terms of this Lease, the Trustee or DIP shall also pay in advance on the date Minimum Monthly Rent is payable one-twelfth (1/12th) of Tenant's annual obligations under

this Lease for maintenance, common area charge, real estate taxes, insurance and similar charges.

(iii) From and after the date of the assumption of this Lease, the Trustee or DIP shall pay as Minimum Monthly Rent an amount equal to the sum of the Minimum Monthly Rent otherwise payable hereunder, plus the highest amount of the annual Monthly Percentage Rent paid by Tenant to Landlord within the five (5) year period prior to the date of Tenant's Petition under the Bankruptcy Code, which amount shall be payable in advance in equal monthly installments on the date Minimum Monthly Rent is payable.

(iv) If the Trustee or DIP assumes this Lease, and does not assign it, then the obligations imposed under this Lease upon the Trustee or DIP shall continue thereafter. If the Trustee or DIP assumes and assigns this Lease, then the obligations imposed under this Lease upon Trustee or DIP shall be released in accordance with Bankruptcy Code Section 365(l) and any amendments or replacements of such section, but such obligations shall continue thereafter upon the assignee(s).

(e) The assumption of the Lease will not:

(i) Breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound relating to the Boardwalk Retail/Restaurant Area; or

(ii) Disrupt, in Landlord's sole judgment, the tenant mix of the Boardwalk Retail/Restaurant Area or any other attempt by Landlord to provide a specific variety of retail stores in the Boardwalk Retail/Restaurant Area which, in Landlord's sole judgment, would be most beneficial to all of the tenants in the Boardwalk Retail/Restaurant Area and would enhance the image, reputation, and profitability of the Boardwalk Retail/Restaurant Area.

(f) For purposes of this Section 19.2, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance" shall mean:

(i) The Trustee or the DIP has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or DIP will have sufficient funds to fulfill the obligations of Tenant under this Lease, and to keep the Premises stocked with merchandise and properly staffed

with sufficient employees to conduct a fully operational, actively promoted business on the Premises; and

(ii) The Bankruptcy Court shall have entered an Order segregating sufficient cash payable to Landlord and/or the Trustee or DIP shall have granted a valid and perfected first lien and security interest and/or mortgage in property of Tenant, Trustee or DIP acceptable as to value and kind to Landlord, to secure Landlord the obligation of the Trustee or DIP to cure the monetary and/or non-monetary defaults under this Lease within the time periods set forth above. Notwithstanding the foregoing provisions, Tenant shall have the right to assign or otherwise Transfer this Lease or the entire (but not part of) the Premises, to its parent corporation or to a wholly owned subsidiary; provided, however, that (A) Tenant shall also remain primarily liable for all obligations under this Lease, (B) the Transferee shall, prior to the effective date of the Transfer, deliver to Landlord instruments evidencing such Transfer and its agreement to assume and be bound by all of the terms, conditions and covenants of this Lease to be performed by Tenant, all in form acceptable to Landlord, (C) Tenant shall not be in default under this Lease, and (D) Tenant's right to make such Transfer is expressly conditioned on, and shall remain in effect only as long as, the Transferee maintains its relationship as parent corporation or wholly owned subsidiary of Tenant.

19.3 Adequate Assurance. If the Trustee or DIP has assumed this Lease pursuant to the terms and conditions of Section 19.1 or 19.2 herein, for the purpose of transferring Tenant's interest under this Lease or the estate created thereby, to any other person, such interest or estate may be so transferred only if Landlord shall acknowledge in writing that the intended Transferee has provided "adequate assurance of future performance" as defined in this Section 19.3 of all of the terms, covenants and conditions of this Lease to be performed by Tenant. For purposes of this Section 19.3, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance of future performance" shall mean that each of the following conditions have been satisfied, and Landlord has so acknowledged in writing:

(a) The Transferee has submitted a current financial statement audited by a certified public accountant which shows a net worth and working capital in amounts determined to be sufficient by Landlord to assure the future performance by such Transferee of Tenant's obligation under this Lease;

(b) The Transferee, if requested by Landlord, shall have obtained guarantees in form and substance satisfactory to Landlord from one or more persons who satisfy Landlord's standards of creditworthiness;

(c) The Transferee has submitted in writing evidence, satisfactory to Landlord, of substantial retailing experience in Boardwalk Retail/Restaurant Areas of comparable size to the Boardwalk Retail/Restaurant Area and in the sale of merchandise and services permitted under this Lease; and

(d) Landlord has obtained all consents or waivers from any third party required under any lease, mortgage, financing arrangement or other agreement by which Landlord is bound to permit Landlord to consent to such Transfer.

19.4 Occupancy Charges. When, pursuant to the Bankruptcy Code, the Trustee or DIP shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Minimum Monthly Rent as defined in this Lease and other monetary obligations of Tenant for the payment of maintenance, common area charges, real estate taxes, Service Assessments, insurance and similar charges.

19.5 Consent. Neither Tenant's interest in this Lease, nor any lesser interest of Tenant herein, nor any estate of Tenant hereby created, shall pass to any trustee, receiver, Transferee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Tenant unless Landlord shall consent to such Transfer in writing. No acceptance by Landlord of rent or any other payments from any such trustee, receiver, Transferee, person or other entity shall be deemed to have waived the need to obtain Landlord's consent for any transfer of Tenant's interest under this Lease.

19.6 Insolvency. In the event the estate of Tenant created hereby shall be taken in execution or by other process of law, or if Tenant or any guarantor of Tenant's obligations hereunder shall be adjudicated insolvent pursuant to the provisions of any present or future insolvency law under any state law, or if any order for relief is entered against, or comes into existence as to the guarantor or if an involuntary petition is commenced against the guarantor under the U.S. Bankruptcy Code, or any similar provision of another country, or any similar provision in any future federal U.S. Bankruptcy Code, or any similar provision of another country, or if a Receiver or Trustee of the property of Tenant or any guarantor shall be appointed under any state law by reason of Tenant's or the guarantor's insolvency or inability to pay its debts as they become due and otherwise, or if any Transfer shall be made of Tenant's or the guarantor's property for the benefit of creditors under state law; then and in such event Landlord may, at its option, terminate this Lease and all rights of Tenant hereunder by giving Tenant written notice of the election to so terminate within thirty (30) days after the occurrence of such event.

19.7 Other Laws. The provision of this Article 19 concerning the rights of Landlord, and the obligations of Trustee, Tenant, Debtor, Receiver, DIP and assignee are in addition to such rights and obligations provided by law, including those applicable

provisions of the Bankruptcy Code. Nothing contained in this Article 19 shall limit or reduce in any manner whatsoever such rights and obligations which are otherwise provided by law.

ARTICLE 20 DEFAULTS BY TENANT; REMEDIES; TERMINATION AND SURRENDER OF POSSESSION

20.1 Events of Default. The occurrence of any of the following shall constitute a default by Tenant and a breach of this Lease:

(a) Failure or refusal to pay any amount of Minimum Monthly Rent, Monthly Percentage Rent, Additional Rent or any other sums payable by Tenant hereunder when due, or the failure or refusal to submit a Monthly Statement or Annual Statement when due; or

(b) If Tenant shall be given, in any twelve (12) consecutive calendar month period, three or more notices under clause (a) above; or

(c) Failure or refusal to occupy and operate the Premises in accordance with Article 4 or Article 15; or

(d) Any Principal Owner or general partner of Tenant terminates or materially alters its relationship with Tenant without the prior written consent of Landlord; or

(e) Maintenance, commission or permission on the Premises of waste, nuisance, or use of the Premises for an unlawful purpose or failure or refusal to maintain and repair the Premises as required by this Lease; or

(f) Any Transfer contrary to the provisions of Article 14; or

(g) Understatement of Gross Sales by more than six percent (6%); or

(h) Failure to remain open for business as required by Article 15, on any occasion during a given year of the Lease Term in which Tenant has received two (2) or more notices pursuant to subsection (b) of Section 20.2; or

(i) Failing or refusing to perform fully and promptly any express or implied covenant or condition of this Lease.

20.2 Notices. Following the occurrence of any of the defaults specified in subsection (a) through (i) of Section 20.1, Landlord shall give Tenant, or any subtenant, a written notice specifying the nature of the default and the provisions of this Lease breached

and demanding that Tenant, or any subtenant, either fully cure each such default within the time period specified in the corresponding subsections below or quit the Premises and surrender the same to Landlord:

(a) For nonpayment of Minimum Monthly Rent, Monthly Percentage Rent, Additional Rent, or any other sums payable by Tenant hereunder, or for failure to submit a Monthly Statement or Annual Statement, five (5) days;

(b) For breach of Article 4 or Article 15, three (3) days;

(c) For any default described in subsections (d) through (h) of Section 20.1, Landlord shall give Tenant or any subtenant a written notice specifying the nature of the default and the provisions of this Lease breached and Landlord shall have the right, but not the obligation and in addition to all other rights set forth herein, to demand in said notice that Tenant quit the Premises within five (5) days; and

(d) For failure to perform any other covenant or condition of this Lease, a reasonable period to cure such default not to exceed twenty (20) days; provided, however, that if such default cannot be cured within said time period, the cure period shall be extended if Tenant so notifies Landlord in writing of Tenant's need for additional time to cure, commences cure of the default within said time period, and thereafter diligently and in good faith continues with and actually completes said cure within a reasonable period of time.

To the extent permitted by California law, the time periods provided in this Section 20.2 for cure of Tenant's defaults under this Lease or for surrender of the Premises shall be in lieu of (not in addition to) any similar time periods prescribed by California law as a condition precedent to the commencement of legal action against Tenant for possession of the Premises.

20.3 Additional Assurances. At any time following the occurrence of any of the defaults specified in Section 20.1, Landlord, at its option, may request that within ten (10) days of Landlord's request, Tenant shall provide current financial statements for all Guarantors of this Lease.

20.4 Landlord's Rights and Remedies. Should Tenant fail to cure any default or quit the Premises within the time periods specified in Section 20.2, Landlord may exercise any of the following rights without further notice or demand of any kind to Tenant or any other person, except as required by applicable state law. Landlord has the remedy described in California Civil Code Section 1951.4 (a lessor may continue the lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right

to sublet or assign, subject only to reasonable limitations); together with the following rights, which do not limit Landlord in the exercise of any other right or remedy Landlord may have on account of such default:

(a) The right of Landlord to terminate this Lease and Tenant's right to possession and to reenter the Premises, to take possession thereof and remove all persons therefrom, following which Tenant shall have no further claim thereon. A notice given in connection with unlawful detainer proceedings specifying a time within which to cure a default shall terminate Tenant's right to possession if Tenant fails to cure the default within the time specified in the notice; or

(b) The right of Landlord, without terminating this Lease, to reenter the Premises and take possession of all Improvements, additions, Alterations, equipment and fixtures therein and occupy the whole or any part thereof for and on account of Tenant and to collect any unpaid rentals and other charges, which have become payable, or which may thereafter become payable and to remove any persons in possession thereof; or

(c) The right of Landlord, even though it may have reentered the Premises, in accordance with subsection (b) of this Section, to elect to terminate this Lease and Tenant's right to possession of the Premises; or

(d) The right of Landlord to enjoin any act or omission.

If Landlord reenters the Premises under the provisions of subsection (b) above, Landlord shall not be deemed to have terminated this Lease, or the liability of Tenant to pay any rental or other charges thereafter accruing, or Tenant's liability for damages under any of the provisions hereof, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has elected to terminate this Lease. The service by Landlord of any notice pursuant to the unlawful detainer statutes of this state and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary by a written notice to Tenant at the time of or subsequent service of such notices) be deemed to be a termination of this Lease. If Landlord enters or takes possession of the Premises, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and to place the same in storage at a public warehouse, all at the sole expense and risk of Tenant.

20.5 Landlord's Damages. If Landlord elects to terminate possession pursuant to the provisions of subsection 20.4 (a), (b) or (c) above, Landlord may recover from Tenant damages, the following:

(i) The worth at the time of award of any unpaid rental which had been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rental for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Landlord in (a) retaking possession of the Premises, including reasonable attorneys' fees, (b) maintaining or preserving the Premises after such default, (c) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises for such reletting, (d) leasing commissions, or (e) any other costs necessary, incidental or appropriate to relet the Premises; plus

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of this State.

As used in subsections (i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the Maximum Lawful Rate. As used in subsection (iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

For purposes of this Article only, the term "rental" shall be deemed to be the Minimum Monthly Rent as adjusted in accordance with the Summary of Lease Provisions, the average Monthly Percentage Rental payable by Tenant during the twelve months of the Term preceding Landlord's termination of this Lease, and all other sums required to be paid by Tenant pursuant to the terms of this Lease. All such sums, other than the Minimum Monthly Rent, shall, for the purpose of calculating any amount due under the provisions of subsection (iii) above, be computed on the basis of the average monthly amount thereof accruing during the immediately preceding sixty (60) month period, except that if it becomes necessary to compute such rental before such a sixty (60) month period has occurred then such rental shall be computed on the basis of the average monthly amount hereof accruing during such shorter period.

Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease. Tenant's right to possession shall not be deemed to have been terminated by Landlord except pursuant to Section 20.4. The following do not constitute a termination of Tenant's right to possession:

(i) Acts of maintenance or preservation or efforts to relet the Premises;

(ii) The appointment of a receiver upon the initiative of Landlord to protect Landlord's interest under this Lease.

Any sum accruing to Landlord or Tenant under the terms and provisions of this Lease which shall not be paid when due shall bear interest at the Maximum Lawful Rate from the date when the sum becomes due and payable by the terms and provisions hereof until paid.

20.6 Fixtures and Personal Property. Without limiting Landlord's rights under Article 13, in the event of default, all of Tenant's Removable Trade Fixtures, furniture, equipment, Improvements, additions, alterations, and other personal property shall remain on the Premises and in that event, and continuing during the length of said default, Landlord shall have the right, subject to the superior rights of any third party owners, lessors or lienholders of such property, to take the exclusive possession of same and to use the same, rent or charge free, until all defaults are cured or, at its option, at any time during the Term, to require Tenant to remove the same.

20.7 No Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, or of any right of Landlord to a forfeiture of the Lease by reason of such breach, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord.

Notwithstanding any other provision of this Article, any written notice, other than as specifically set forth in this Article, required by any statute or law now or hereafter in force is hereby waived by Tenant to the fullest extent waivable under law.

The rights and remedies given to Landlord in this Article shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force.

20.8 Termination and Surrender of Possession. Upon any termination of this Lease, whether by expiration of the term hereunder, cancellation pursuant to an election provided for herein, forfeiture, or otherwise, Tenant shall immediately cease doing business in the Premises and peaceably quit and immediately surrender possession of the Premises to Landlord, with all Improvements, apparatus, fixtures and alterations (except trade fixtures and furniture) in a good operating condition and in the same condition of order and repair in which they were required by the provisions of this Lease to be kept throughout the term, subject to ordinary wear and tear after the last required repair or maintenance, and shall be the property of Landlord without payment therefor. Tenant shall repair at its own expense any damage and defacement to the Premises caused by its removal of its trade fixtures, furniture and equipment.

Notwithstanding anything in this Lease to the contrary, any of Tenant's trade fixtures, furniture and equipment which are not removed from the Premises by the time herein required shall become the property of Landlord and Landlord may thereafter either (i) retain all or any part of the same as Landlord's property without payment therefor to Tenant, or (ii) cause all or any part of the same to be removed from the Premises and disposed of, but the cost of any such removal and disposition and the cost of repairing any damage caused by such removal shall be borne by Tenant.

20.9 Self Help. If Tenant shall default in the performance of any covenant on its part to be performed by virtue of any provisions of this Lease, Landlord may, at Landlord's option, after any notice and the expiration of any period with respect thereto as required pursuant to the applicable provisions of this Lease, perform the covenant for the account of Tenant, and the costs incurred by Landlord shall be immediately due and payable by Tenant to Landlord, on demand, as Additional Rent. If Landlord, at any time, is compelled to pay or elects to pay any sum of money or do any acts which would require the payment of any sum of money by reason of the failure of Tenant to comply with any provision of this Lease, after any notice and the expiration of any grace period with respect thereto as required pursuant to the applicable provisions of this Lease, or if Landlord is compelled to incur any expense, or elects to incur any expense, including reasonable attorneys' fees, in enforcing or attempting to enforce the terms of this Lease, whether or not judicial or other action is actually instituted or in instituting, prosecuting or defending any action or proceeding, including non-judicial proceedings such as arbitration or mediation, instituted by reason of any default of Tenant hereunder, the sum or sums so paid by Landlord with all interest, costs, and damages shall be immediately due and payable by Tenant to Landlord, on demand, as Additional Rent.

20.10 Limitation on Setoffs, Counterclaims. Minimum Monthly Rent, Monthly Percentage Rent and Additional Rent due to Landlord hereunder shall be absolutely net to Landlord, so that this Lease shall yield to Landlord the full amount of the installments of Minimum Monthly Rent, Monthly Percentage Rent and Additional Rent throughout the

Term, and shall be paid without assertion of any counterclaim, set off, deduction or defense and without abatement, suspension, deferment, diminution or reduction. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any obligation or liability hereunder, except as herein expressly set forth. Except as otherwise expressly provided herein, this Lease shall continue in full force and effect, and the obligations of Tenant hereunder shall not be released, discharged or otherwise affected, by reason of: (a) any restriction or prevention of or interference with any use of the Premises or the Boardwalk Retail/Restaurant Area or any part thereof; (b) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other proceeding relating to Landlord, or any action taken with respect to this Lease by any trustee or receiver of Landlord with respect to this Lease by any trustee or receiver of Landlord, or by any court, in any proceeding; (c) any claim which Tenant has or might have against Landlord; (d) any failure on the part of Landlord to perform or comply with any of the terms hereof or of any other agreement with Tenant; or (e) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, in each case, whether or not Tenant shall have notice or knowledge of any of the foregoing. Except as otherwise expressly provided in this Lease, the obligations of Tenant shall be independent covenants and agreements separate from and not conditioned on the covenants and agreements of Landlord. Tenant hereby waives, to the full extent permitted by applicable law, all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Lease or the Premises or any part thereof, or to any abatement, suspension, deferment, diminution or reduction of Minimum Monthly Rent, Monthly Percentage Rent or Additional Rent.

20.11 Interest. Any amounts or sums due Landlord under this Lease not paid when due shall bear interest from such date until the date actually paid at the Maximum Lawful Rate.

ARTICLE 21 DEFAULTS BY LANDLORD; REMEDIES

If Landlord shall neglect or fail to perform or observe any of the terms, covenants, or conditions contained in this Lease within 60 days after written notice of default or, if more than 60 days are required because of the nature of the default, if Landlord shall fail to proceed diligently to cure such default after written notice thereof, then Landlord shall be liable to Tenant for any and all damages sustained by Tenant as a result of Landlord's breach. Notwithstanding the foregoing, it is expressly understood and agreed that (a) any money judgment resulting from any default or other claim arising under this Lease shall be satisfied only out of the current rents, issues, profits and other income Landlord receives from its operation of the Boardwalk Retail/Restaurant Area, net of all current operating expenses, liabilities, reserves and debt service associated with said operation ("Net Income" for purposes of this Article 21 only), (b) no other real, personal or mixed property of Landlord, wherever located, shall be subject to levy on any such judgment obtained

against Landlord, (c) if such Net Income is insufficient to satisfy such judgment, Tenant will not institute any further action, suit, claim or demand, in law or in equity, against Landlord for such deficiency, and (d) such neglect or failure shall not constitute consent by Landlord for Tenant to perform or observe such terms, covenants or conditions at Landlord's expense. Tenant hereby waives, to the extent permitted under law, any right to satisfy said money judgment against Landlord except from Net Income.

If this Lease or the rentals due from Tenant hereunder are assigned to any Lender, and Tenant is given written notice thereof, including the post office address of the Lender, then Tenant shall give written notice to the Lender, specifying the default in reasonable detail, and affording the Lender a reasonable opportunity to make performance for and on behalf of Landlord. If and when the Lender has made performance on behalf of Landlord, such default shall be deemed cured

ARTICLE 22 EMINENT DOMAIN

22.1 Taking Resulting in Termination. If any of the Boardwalk Retail/Restaurant Area is taken under the power of eminent domain by any public or quasi-public authority, Landlord shall have the right to terminate this Lease as of the date Tenant is required to vacate a portion of the Premises, upon giving notice in writing of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said Boardwalk Retail/Restaurant Area have been so appropriated or taken. In the event of such termination, both Landlord and Tenant shall thereupon be released from any liability thereafter accruing under this Lease. Immediately after learning of any appropriation or taking, Landlord shall give Tenant notice thereof in writing.

22.2 Award. If this Lease is terminated as provided above, Landlord shall be entitled to the entire award or compensation in the condemnation proceedings, whether for a total or partial taking or for diminution in the value of the leasehold or for the fee; but the rental and other charges for the last month of Tenant's occupancy shall be prorated as of the time that Tenant's possession under this Lease is terminated by such taking, and Landlord agrees to refund to Tenant any rent or other charges paid in advance. Tenant agrees not to make any claim for any portion of the award of compensation or damages for such taking, and Tenant hereby assigns and quitclaims to Landlord any portion of such award, including, but not limited to, any claim Tenant has (or may claim to have) for the value of Tenant's leasehold interest which is in excess of the rent reserved to Landlord hereunder. Notwithstanding the foregoing, Tenant retains, and may assert, any claim it may have under applicable law to receive compensation or damages (provided an award based on such claim does not diminish the award or claim of Landlord): (i) for its fixtures and personal property that it is entitled to remove pursuant to this Lease, (ii) for relocation benefits or assistance or (iii) for loss of goodwill to its business.

22.3 Partial Taking. If either (i) both Landlord and Tenant elect not to terminate this Lease under Section 22.1, or (ii) none of the Premises is appropriated under the power of eminent domain by any public or quasi-public authority, then Tenant shall remain in the remaining portion of the Premises, and Landlord shall, at Landlord's cost and expense, as soon as reasonably possible, restore the Premises on the land remaining to a complete unit of like quality and character as existed prior to such appropriation or taking; provided, however, that Landlord shall have no obligation to so restore the Premises at a cost or expense in excess of the award of compensation or damages received by Landlord due to such taking. After such restoration, the Minimum Monthly Rent provided for herein shall be reduced on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining. Tenant hereby waives any statutory rights of termination which may arise by reason of any partial taking of the Premises under the power of eminent domain.

22.4 Transfer under Threat of Taking. For the purposes of this Article only, a voluntary sale or conveyance under threat and in lieu of condemnation shall be deemed an appropriation or taking under the power of eminent domain.

ARTICLE 23 ATTORNEYS' FEES

If at any time after the date hereof either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, the unsuccessful party in such action or proceeding shall reimburse the successful party for all reasonable expenses of attorneys' fees, costs and disbursements incurred therein by the successful party, including but not limited to any such fees, costs or disbursements incurred on any appeal from such action or proceeding. All such fees, costs or disbursements shall be recoverable as items of cost by the successful party, whether or not such action proceeds to final judgment or determination.

ARTICLE 24 SALE OR MORTGAGE BY LANDLORD

24.1 Sale or Mortgage. Landlord may, at any time, without the consent of Tenant, sell, purchase, exchange, transfer, assign, lease, or convey (collectively, "Sale"), or encumber, pledge, mortgage or hypothecate an interest in Landlord, the Lease, the Premises, and/or any portion of or interest in the Boardwalk Retail/Restaurant Area.

24.2 Landlord's Successor. For the purposes of this Article, "Landlord's Successor" shall mean any person or entity who succeeds to all of Landlord's interest in the Premises, the Boardwalk Retail/Restaurant Area, or in this Lease through a Sale.

24.3 Release on Sale. Provided that Landlord's successor expressly assumes Landlord's duties and covenants under this Lease, from and after a Sale, Landlord shall be released from all liability toward Tenant and Tenant's successors and assigns arising from

this Lease because of any act, occurrence or omission of Landlord occurring after such Sale.

ARTICLE 25 MASTER DOCUMENTS AND LOAN CONSIDERATIONS

25.1 Subordination. This Lease is and shall be subordinate to the Master Documents and to any encumbrance now of record or recorded after the Commencement Date of this Lease affecting the Boardwalk Retail/Restaurant Area or any part thereof and/or the land upon which the Boardwalk Retail/Restaurant Area is constructed. Such subordination is effective without any further action of Tenant. On Tenant's behalf and on behalf of all persons claiming through and under Tenant, Tenant agrees that Tenant shall from time to time on request from Landlord execute and deliver any documents or instruments that may be required by Landlord's Lender to effectuate any subordination. If Tenant fails to execute and deliver any such documents or instruments, Tenant irrevocably constitutes and appoints Landlord as Tenant's special attorney in fact to execute and deliver any such documents or instruments on Tenant's behalf.

25.2 Attornment. If Landlord conveys in a Sale all of its rights and duties in and to the Lease, the Premises, and/or the Boardwalk Retail/Restaurant Area, or if an interest in Landlord or Landlord's equity of redemption or other interest in the Lease, the Premises and the Boardwalk Retail/Restaurant Area under a mortgage, deed of trust, pledge or security agreement is foreclosed judicially or nonjudicially, upon the request of Landlord's lawful successor, Tenant shall at the election of Landlord's successor attorn to said successor, provided said successor accepts the Premises subject to this Lease. The foregoing notwithstanding, in accepting the Premises subject to this Lease, said successor shall not be bound by (i) any prepayment of more than one month's rental (except for payments under Section 31.1) or (ii) any amendment of this Lease made after the later of the Commencement Date or such date as the successor's lien or interest first arose, unless said successor shall have consented to such amendment, and shall not be liable for any act or omission of the prior Landlord or have any liability for any security deposits unless it shall have been physically delivered to the new Landlord, or be subject to any offset which shall theretofore have accrued to Tenant from the prior Landlord. Tenant shall upon request of any purchaser, mortgagee or other person acquiring an interest in the Boardwalk Retail/Restaurant Area execute and deliver an instrument or instruments confirming its attornment. Notwithstanding the foregoing, upon the request of the holder of any encumbrance, this Lease shall be prior and superior to the lien of any specified encumbrance. With respect to any encumbrance granted or entered into after the Commencement Date of this Lease, Tenant's obligation to attorn to any purchaser, whether upon foreclosure of any encumbrance or otherwise, and to recognize such purchaser as Landlord under this Lease is conditioned upon such purchaser upon the foreclosure of the encumbrance agreeing to recognize this Lease if Tenant is not in default in the performance of any of the terms and conditions on Tenant's part to be kept and performed under this Lease.

25.3 Notice to Holder of Encumbrance. Tenant agrees that, provided the holder of any Encumbrance shall have notified Tenant in writing of its address, Tenant will give such holder, by certified mail, a copy of any notice of default given by Landlord.

25.4 Recordation. The parties agree to record this Lease or a short form memorandum hereof, in the form of Exhibit J attached, pursuant to Government Code Section 37393.

25.5 Estoppel Certificate. At any time and from time to time on not more than ten (10) days' written notice from Landlord, Tenant shall execute and deliver to Landlord a Tenant's Estoppel Certificate substantially in form as attached hereto as Exhibit D. Unless Tenant shall have notified Landlord in writing within said ten-day period of any qualifications tenant may have to the statements in the Tenant's Estoppel Certificate ("Tenant's Qualification Notice"), anyone participating with Landlord in any transaction referred to in Section 24.1 shall have the right to rely on the accuracy of such statements. If Landlord shall not have received Tenant's Qualification Notice, Tenant's failure to execute and deliver the Tenant's Estoppel Certificate within said ten-day period shall be deemed to make conclusive and binding upon Tenant (for the benefit of Landlord and anyone participating with Landlord in any such transaction) the statements contained in the Tenant's Estoppel Certificate as true and correct, without exception and Landlord is hereby appointed attorney-in-fact to execute and deliver the Tenant's Estoppel Certificate without exception on behalf of Tenant.

ARTICLE 26 QUIET POSSESSION

Landlord agrees that Tenant, upon paying the rental and performing the covenants and conditions of this Lease, may quietly have, hold and enjoy the Premises during the Term without hindrance by Landlord or by anyone claiming by, through or under Landlord, subject, however, to the provisions of Article 16, and subject to any mortgages, master leases, reciprocal easement agreements, other agreements and encumbrances to which this Lease is subordinate.

ARTICLE 27 TENANT'S ASSOCIATION SHARE FOR ADVERTISING AND PROMOTION

Tenant acknowledges that Landlord is a member of a "Lessee's Association", an association of owners and ground lessees organized and operating for the purpose of carrying out such common or general advertising or promotional activities or programs for the benefit of the Harbor Area of which the Boardwalk Retail/Restaurant Area is a part, and that as such a member of the Lessee's Association, Landlord is required to contribute to the Lessee's Association an amount equal to 2/10ths of one percent (0.2%) of the gross sales of the Boardwalk Retail/Restaurant Area ("Landlord's Association Share"). Tenant

agrees to pay Landlord an amount equal to 0.2% of Gross Sales of Tenant ("Tenant's Association Share") in addition to payments to Landlord on account of Minimum Monthly Rent, Monthly Percentage Rent and Tenant's Monthly Expense Share. Landlord agrees that Landlord shall remit all payments of Tenant's Association Share to the Lessee's Association as part of Landlord's Association Share, and that Landlord shall not retain any of Tenant's Association Share for its own account. In the event that Landlord shall no longer be required or agree to pay Landlord's Association Share, the obligation of Tenant to pay Tenant's Association Share shall cease (or during the period of any suspension of Landlord's Association Share, shall be suspended). Likewise, should the contribution to the Lessee's Association change from its current rate of 0.2% of gross sales, Tenant's obligation to pay Tenant's Association Share shall change in an equal manner. Landlord shall invoice Tenant on a quarterly basis for Tenant's Association Share during the Term and payment shall be due and payable within thirty (30) days, and if unpaid after thirty (30) days, unpaid amounts shall be assessed penalties stated in Paragraph 7.6. Tenant may, in its sole discretion, elect to be a member of the King Harbor Association and make required payments to the King Harbor Association in lieu of paying the Tenant's Association Share to Landlord during any Lease Year. If Tenant makes such election in any Lease Year, Tenant shall send to Landlord documentation demonstrating Tenant's membership in and payment of dues to the King Harbor Association for such Lease Year.

ARTICLE 28 CAPTIONS AND TERMS

The captions contained in this Lease are for convenience only, are not a part of this Lease and do not in any way limit or amplify the actual terms and provisions of this Lease.

If more than one (1) person or entity is named in and executes this Lease as Tenant, then the word "Tenant" wherever used in this Lease is intended to refer to all such persons or corporations, and the liability of such persons or entities for compliance with and performance of all the terms, covenants and provisions of this Lease shall be joint and several. The masculine pronoun used herein shall include the feminine or the neuter as the case may be, and the use of the singular shall include the plural.

ARTICLE 29 NOTICES

Wherever in this Lease it is required or permitted that notice or demand be given or served by either party to this Lease upon the other, such notice or demand shall be in writing and shall be deemed to have been duly given three business days after being mailed by certified or registered mail, postage prepaid, immediately upon personal service, or on the next business day if delivered by FedEx or another reputable overnight delivery service, and addressed to the parties at the addresses provided in the Summary.

Either party may change the address for such notices by giving written notice thereof to the other party in the manner specified above. The foregoing method of service

or personal service of notice upon the addressee shall be exclusive and Tenant hereby waives, to the fullest extent allowed by law, the right to any other method of service required by any statute or law now or hereafter in force.

Notwithstanding anything to the contrary contained within this Article 29, any notices Landlord is required or authorized to deliver to Tenant in order to advise Tenant of alleged violations of Tenant's covenants contained in Article 12 (with respect to improper advertising media and/or signs), Article 16 (failure of Tenant to properly repair and/or maintain the Premises), and/or Article 18 (improper parking of Tenant and Tenant's employees' automobiles) must be in writing but shall be deemed to have been duly given or served upon Tenant by delivering a copy of such notice to one (1) of Tenant's managing employees at the Premises during normal business hours and by delivery of a copy of such notice to Tenant in the manner specified above.

ARTICLE 30 OBLIGATIONS OF SUCCESSORS

The parties hereto agree that, except as otherwise specified, all of the provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

ARTICLE 31 SECURITY DEPOSIT

31.1 Payment. Upon execution of this Lease, Tenant shall deposit with Landlord the Security Deposit, which shall be held by Landlord without liability or interest as security for the faithful performance by Tenant of all of its obligations under this Lease. Landlord shall retain the security deposit held as security for the prior Lease of the Premises, and Tenant shall be responsible for depositing any additional amounts necessary to reach the required amount of the Security Deposit. The Security Deposit shall not be considered an advance payment of rent or of any other sum due hereunder or as a measure of damages in case of a default by Tenant. The Security Deposit shall not be considered as a trust fund, and Tenant expressly acknowledges and agrees that Landlord is not acting as a trustee or in any fiduciary capacity in controlling or using Tenant's Security Deposit. Landlord, at its option, may maintain the Security Deposit separate and apart from Landlord's general and/or other funds, or may commingle the Security Deposit with Landlord's general and/or other funds. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without the prior written consent of Landlord and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord. Concurrently with any adjustment to Minimum Monthly Rental, Tenant shall add to the Security Deposit held by Landlord so that the Security Deposit shall always be equal to the Minimum Monthly Rental.

31.2 Application. If any of the rental herein reserved or any other sum payable by Tenant to Landlord shall be overdue and unpaid or paid by Landlord on behalf of

Tenant, or if Tenant shall fail to perform any of its obligations under this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have under this Lease, use and apply the entire Security Deposit, or so much thereof as may be necessary, to compensate or reimburse Landlord for Minimum Monthly Rent, Additional Rent, loss or damage or expense sustained by Landlord, and Tenant shall immediately upon demand restore said Security Deposit to the original sum deposited. If Tenant complies with all obligations and promptly pays all rentals and all other sums payable by Tenant to Landlord as and when due, said Security Deposit (or any balance thereof) shall be refunded in full to Tenant without interest at the expiration or termination of the Lease Term and after the removal of Tenant and surrender of possession of the Premises to Landlord.

In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of rental and other charges due Landlord for the earliest periods prior to the filing of such proceedings.

31.3 Transfer of Landlord's Interest. If Landlord transfers Landlord's interest in the Premises, Landlord may deliver the funds deposited by Tenant under this Article to Landlord's transferee or assignee, and in such event, Landlord shall be discharged from any further liability with respect to such Security Deposit. This Section shall also apply equally to any subsequent transfer of Landlord's interest in the Premises.

ARTICLE 32 BROKERS

Landlord and Tenant each represent and warrant to the other that no real estate broker or finder other than the Broker(s) specified in the Summary (Landlord's broker is Brian Campbell (CA Broker 01004406) of BC Urban LLC and Tenant has not retained a broker) has been involved in this transaction. Tenant agrees to indemnify and hold Landlord harmless from any claim, liability, loss or expense for any broker's commission, finder's fee, acquisition fee or like payment asserted against Landlord or Tenant by virtue of a contract or agreement made by Tenant. If no Broker is identified in the Summary, there shall be no obligation on the part of Landlord hereunder to pay any fees or commissions to a broker.

ARTICLE 33 MISCELLANEOUS

33.1 Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other party.

33.2 Severability. If any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other

provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

33.3 Warranty of Authority. If Tenant hereunder is a corporation or partnership, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that (i) their execution of this Lease is duly authorized by all necessary corporate or partnership proceedings; (ii) Tenant is a valid and subsisting corporation or partnership, duly formed under the laws of its state of formation and is duly qualified to do business in this state, (iii) all franchise, corporate and/or partnership taxes have been paid to date, and (iv) Tenant will file when due all future tax returns, forms, reports, fees and other documents necessary to comply with applicable laws.

33.4 Entire Agreement. This Lease contains all conditions, covenants and agreements between Landlord and Tenant relating in any manner to the Boardwalk Retail/Restaurant Area and to the rental, use and occupancy of the Premises and the other matters set forth in this Lease. No prior or contemporaneous agreement or understanding pertaining to the Boardwalk Retail/Restaurant Area or the Premises shall be valid or of any force or effect, and the conditions, covenants and agreements of this Lease cannot be altered, changed, modified, or added to, except in writing signed by Landlord and Tenant. Landlord and Tenant intend that this Lease supersedes all such prior or contemporaneous agreements and that this Lease constitutes the final, exclusive and complete embodiment of their agreement. This Lease shall supersede the Prior Lease, which shall be terminated and of no further force or effect after the Commencement Date of this Lease, except for such provisions which survive the expiration or termination of the Prior Lease. No representation, inducement, understanding or anything of any nature whatsoever, made, stated or represented on Landlord's behalf, either orally or in writing (except this Lease), has induced Tenant to enter into this Lease. Specifically, but without limitation, Tenant acknowledges that Tenant has relied solely on its own investigation and business judgment in its determination to enter into this Lease, that any statements which may have been made by any representative of Landlord concerning the success of Tenant's business and/or the Boardwalk Retail/Restaurant Area and/or the extent of Tenant's sales or profits are based upon that representative's expectations and are not to be considered as promises, covenants or guarantees of success, that the success of Tenant's business and the Boardwalk Retail/Restaurant Area are based upon many factors, including certain factors not within the control of Landlord and certain factors which are within the control of Tenant and that Tenant is not in any way entitled to the benefits of any agreements between Landlord and other tenants which agreements may differ from the terms of this Lease.

33.5 Construction. All of the provisions hereof shall be construed as covenants and not as conditions. Although the printed provisions of this Lease were drawn by Landlord, the parties hereto agree that this circumstance alone shall not create any

presumption, canon of construction or implication favoring the position of either Landlord or Tenant. The parties agree that any deletion of language from this Lease prior to its mutual execution by Landlord and Tenant shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including but not limited to any implication that the parties intended thereby to state the converse or opposite of the deleted language.

33.6 Right to Lease. Landlord reserves the absolute right to create such other tenancies in the Boardwalk Retail/Restaurant Area as Landlord, in the exercise of its sole discretion, shall determine. Tenant does not rely on the fact, nor does Landlord represent, that there shall be any specific occupants or number of occupants of space in the Boardwalk Retail/Restaurant Area after the Commencement Date.

33.7 Governing Law. The laws of the state of California shall govern the validity, performance and enforcement of this Lease.

33.8 Waiver or Consent Limitation. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. The acceptance by Landlord of rent or other payments with knowledge of the breach of any of the covenants of this Lease by Tenant shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term or condition shall not be construed to be a waiver of any other covenant, terms or conditions, or a waiver of further breach of the same covenants, terms or conditions.

33.9 Force Majeure. For purposes of this Lease, neither Landlord nor Tenant as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations to construct, improve, repair, restore or make other physical improvements under this Lease as a result of the enforced delay in the performance of such obligations where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; government restrictions or priority; unusually severe weather; inability to secure necessary labor, materials or tools; acts of the other party; acts or failure to act of any public or governmental agency or entity; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause if notice by the party claiming such extension is given to the other party within thirty (30) days after the commencement of the cause and shall continue for a reasonable period, not to exceed 6 months, during which time the party suffering such delay shall exert its best efforts to cure or eliminate the cause of such delay or prevention. If, however, notice by the party claiming such extension is sent to the other party more than

thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Nothing contained herein shall be construed to permit delay in the payment of rents or other monetary obligations, or in the submission of notices, plans, Monthly Statements, Annual Statements or other documentation as may otherwise be required.

33.10 Waiver of Rights of Redemption. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event Tenant is evicted or dispossessed for any cause or in the event Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the terms, covenants and conditions of this Lease or otherwise. The rights given to Landlord herein are in addition to any rights that may be given to Landlord by any statute or otherwise.

33.11 Labor Disputes. Tenant shall perform or cause Tenant's contractor to perform all work in the making and/or installation of any repairs, alterations or Improvements in a manner so as to avoid any labor dispute which causes or is likely to cause stoppage or impairment of work or delivery services in the Boardwalk Retail/Restaurant Area. In the event there shall be any such stoppage or impairment as the result of any such labor dispute or potential labor disputes, Tenant shall immediately undertake such action as may be necessary to eliminate such dispute or potential dispute, including but not limited to: (i) removing all parties in dispute from the job site until such time as the labor dispute no longer exists, (ii) seeking an injunction to remove such parties from the Boardwalk Retail/Restaurant Area, and (iii) filing appropriate unfair labor practice charges in the event of a union jurisdictional dispute.

33.12 Additional Assurances. Each of the parties agrees that it will execute such other documents or instruments as may be necessary to carry out and effectuate the purpose and terms of this Lease.

33.13 Gender and Person. Whenever the context of this Lease requires, the neuter, masculine or feminine genders shall each include the others; the singular shall include the plural and the plural shall include the singular; the conjunctive shall include the disjunctive and the disjunctive shall include the conjunctive.

33.14 Counterparts. This Lease and the documents, instruments and agreements executed in connection herewith may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

33.15 Time of Essence. Time is of the essence in the performance of this Lease.

33.16 Franchise. If Tenant is to operate a franchise location, Tenant shall, at the request of Landlord, supply Landlord with any and all information related to Tenant's

relationship to franchisor; including, but not limited to, any financial reports required by franchisor, and a copy of Tenant's franchise license or other document displaying the ability to use franchisor's name, product, logo, etc. Tenant shall also furnish Landlord with the appropriate information to contact a representative at the office of franchisor with respect to any issue. Landlord may request this information to be supplied prior to signing this Lease.

33.17 Exhibits Incorporated. All exhibits attached hereto and referred to herein are incorporated in this Lease and are expressly made a part hereof.

33.18 Nondiscrimination. Tenant shall not discriminate against any person or class of persons by reason of sex, race, color, creed, ancestry, national origin, age, physical handicap, or medical condition, and shall make its accommodations and services available to all persons on a nondiscriminatory basis. Tenant hereby agrees that in all matters affecting this Lease, it will comply with all applicable federal, state and local laws and regulations prohibiting discrimination of any kind.

33.19 Independent Contractor. This Lease is by and between Landlord and Tenant and is not intended and shall not be construed to create the relationship of agent, servant, employee, or representative of Landlord by Tenant.

33.20 No Conflict of Interest. No member, official, officer, employee, agent, or representative of Landlord shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by Landlord or for any amount which may become due to Tenant or successor or on any obligations under the terms of this Lease. No member, official or employee of City shall have any personal interest, direct or indirect, in this Lease nor shall any such member, official or employee participate in any decision relating to the Lease which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Lease.

IN WITNESS WHEREOF, Landlord has by motion duly adopted by the City Council, caused this Lease to be signed by its Mayor and attested by its City Clerk, and by Tenant caused these presents to be subscribed and have duly executed this Lease, all on the day and year first above written.

"LANDLORD":

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light
Mayor

ATTEST:

_____
Eleanor Manzano
City Clerk

APPROVED AS TO FORM:

_____
Joy A. Ford
City Attorney

APPROVED:

_____
Diane Strickfaden
Risk Manager

"TENANT":

Quality Sea Food, Inc.,
a California corporation

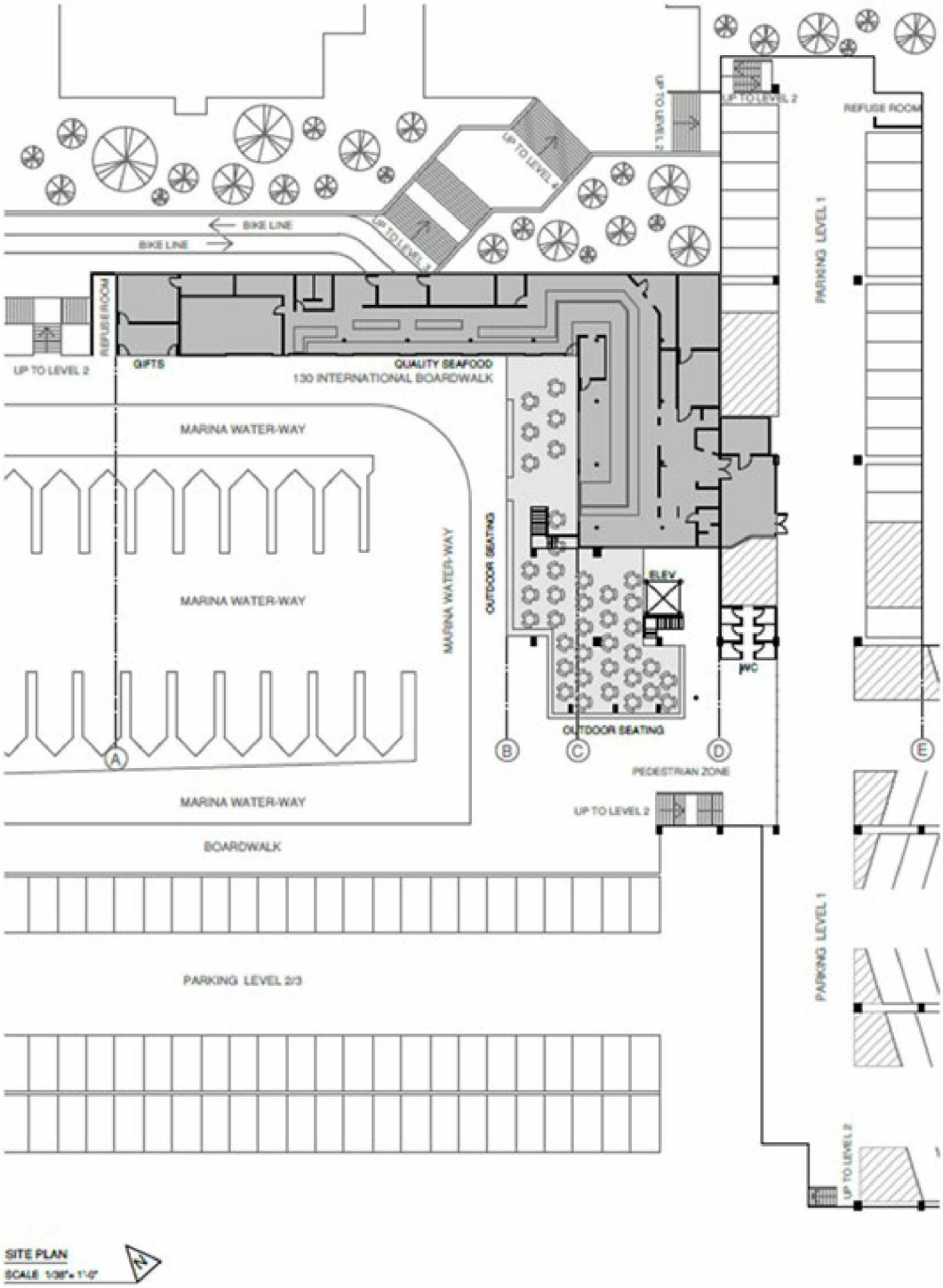
_____
By: Jeffrey S. Jones
Its: President

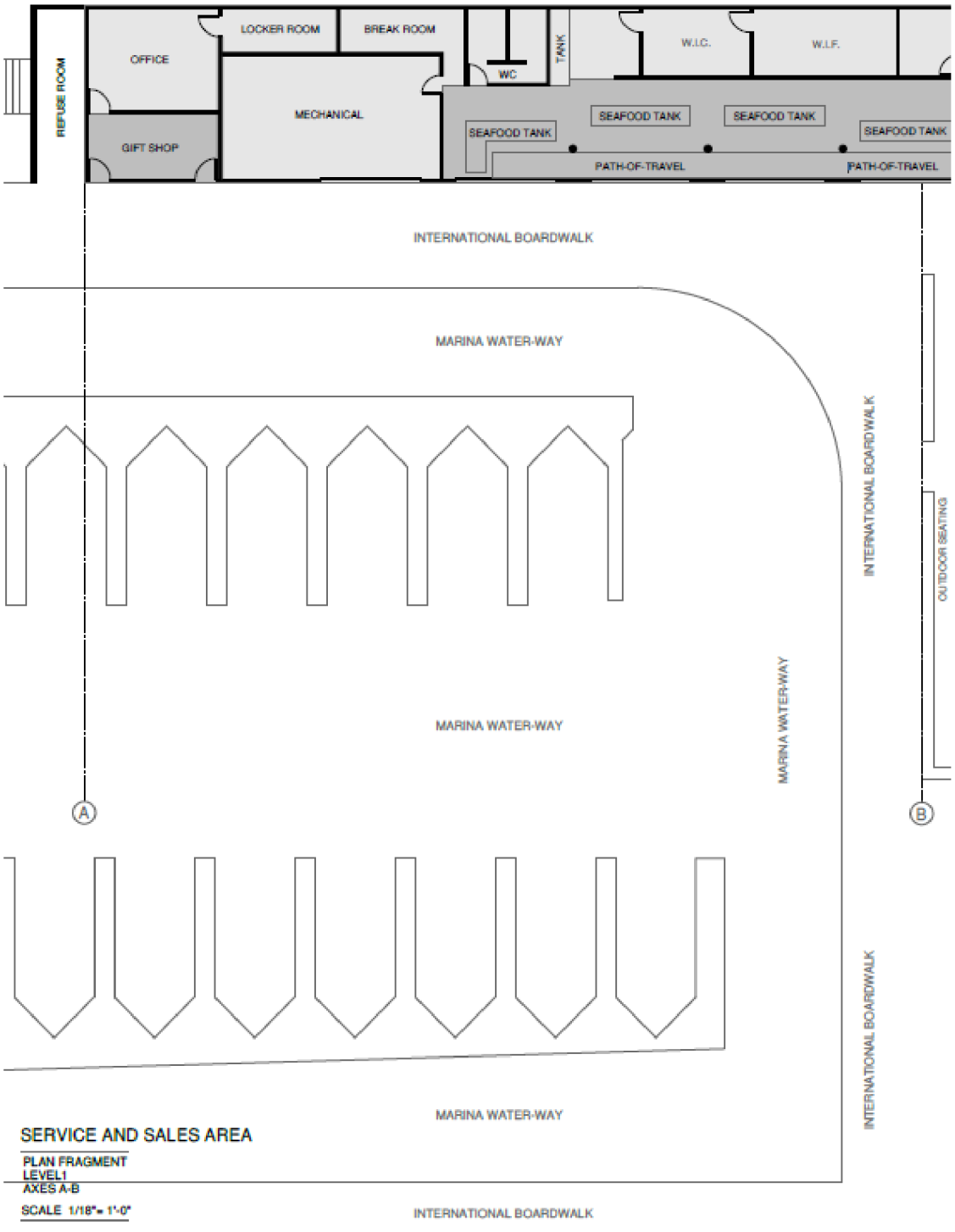
If Tenant is a CORPORATION, the authorized officers must sign on behalf of the corporation and indicate the capacity in which they are signing. The Lease must be executed by the president or vice-president and the secretary or assistant secretary, unless the bylaws or a resolution of the board of directors shall otherwise provide, in which

event, a certified copy of the bylaws or a certified copy of the resolution, as the case may be, must be attached to this Lease.

EXHIBIT A

PREMISES FLOOR, SITE, AND STORAGE AREA PLANS

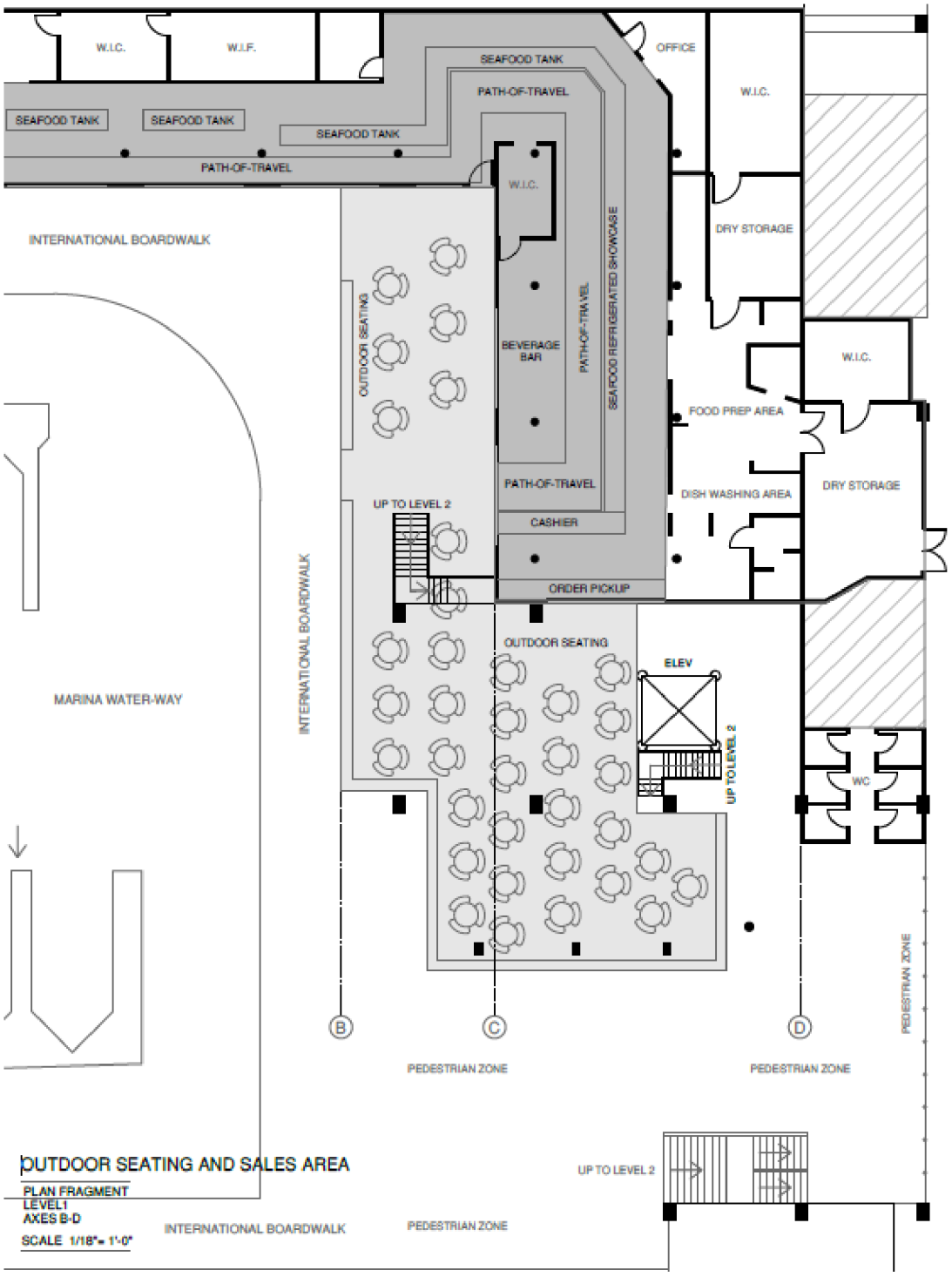




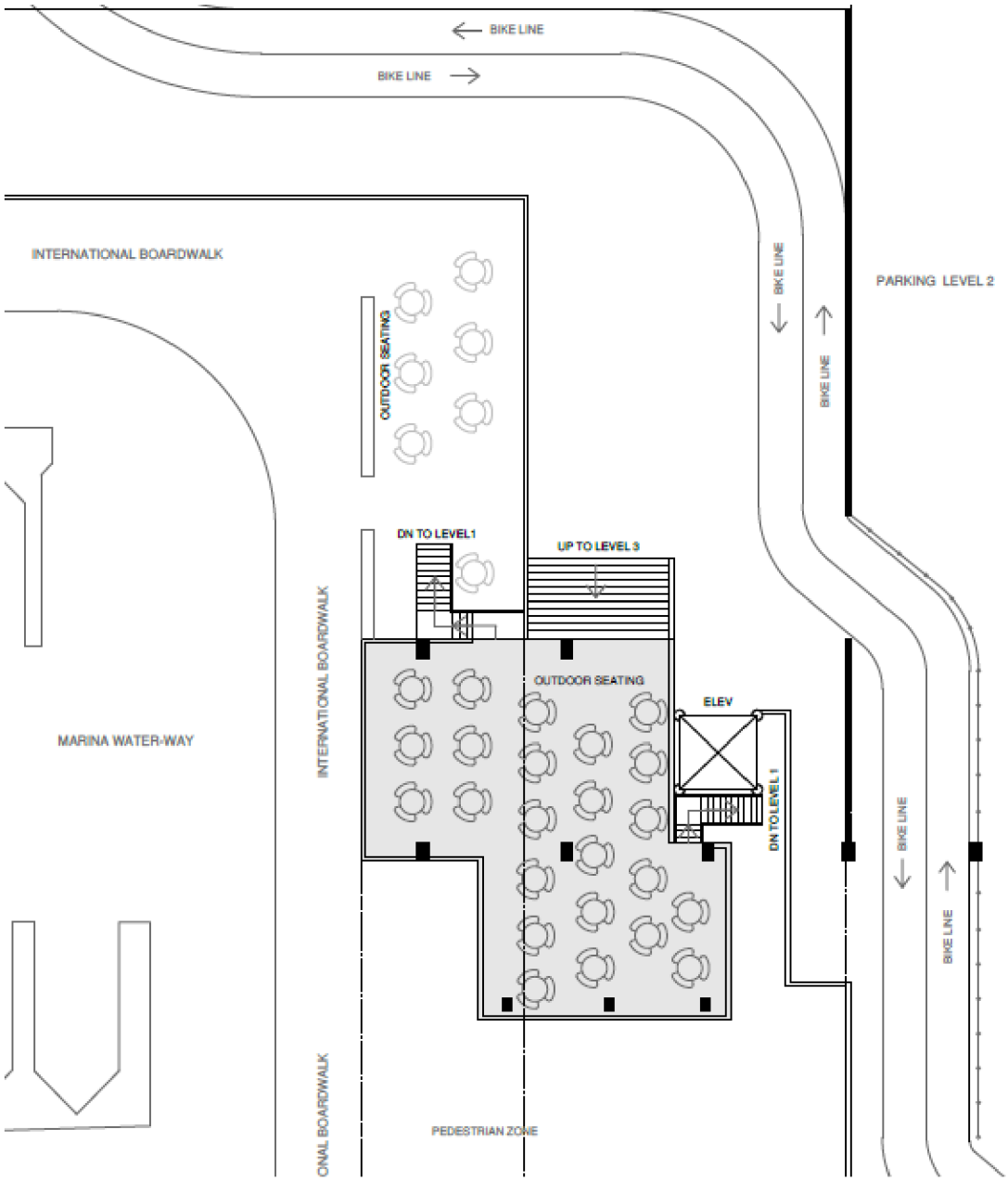
SERVICE AND SALES AREA

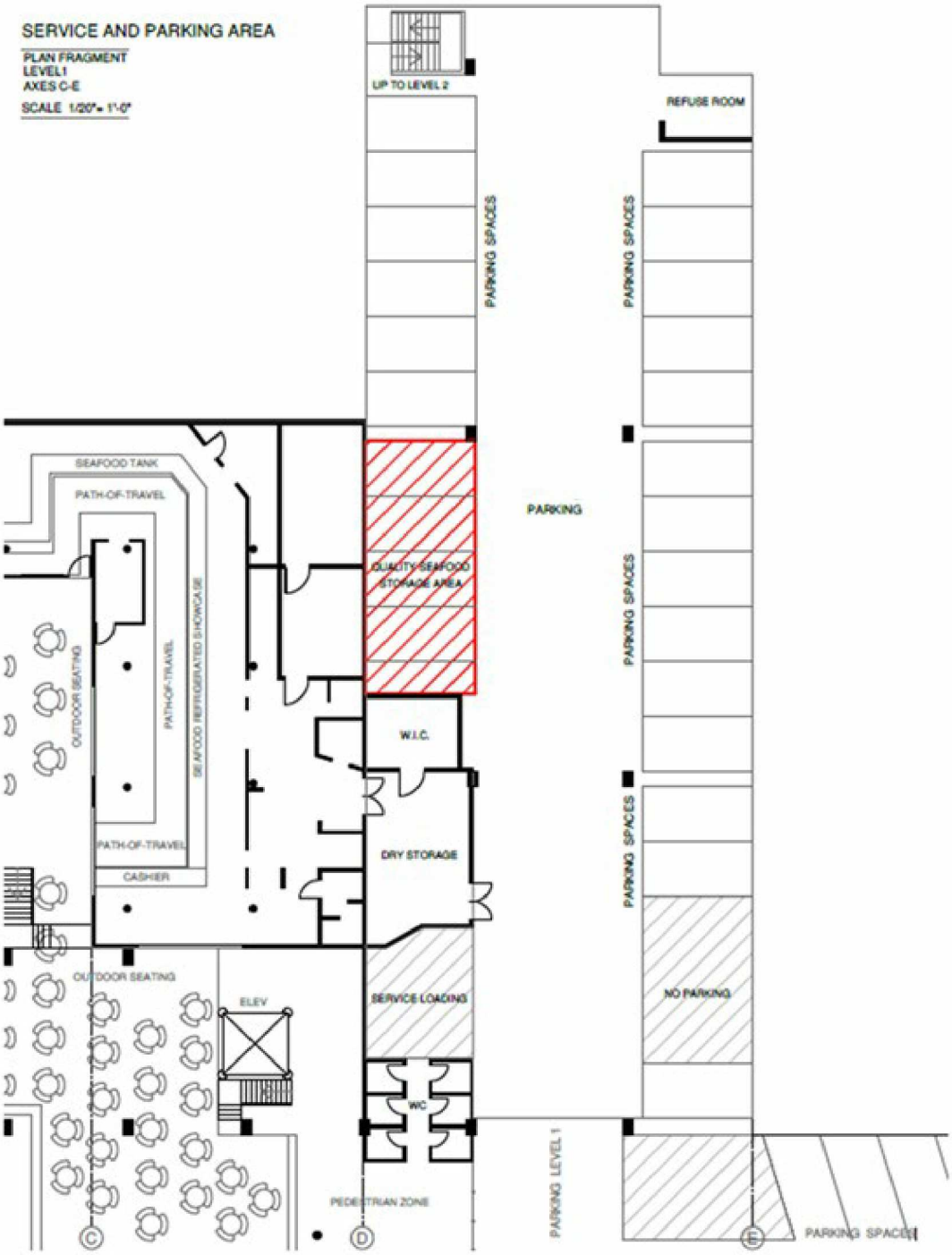
PLAN FRAGMENT
LEVEL1
AXES A-B

SCALE 1/18"= 1'-0"


W.I.C.
W.I.F.
SEAFOOD TANK
SEAFOOD TANK
SEAFOOD TANK
SEAFOOD TANK
PATH-OF-TRAVEL
PATH-OF-TRAVEL
OFFICE
W.I.C.
DRY STORAGE
W.I.C.
INTERNATIONAL BOARDWALK
OUTDOOR SEATING
BEVERAGE BAR
PATH-OF-TRAVEL
SEAFOOD REFRIGERATED SHOWCASE
FOOD PREP AREA
DISH WASHING AREA
DRY STORAGE
PATH-OF-TRAVEL
UP TO LEVEL 2
CASHIER
ORDER PICKUP
INTERNATIONAL BOARDWALK
OUTDOOR SEATING
ELEV
UP TO LEVEL 2
WC
MARINA WATER-WAY
B
C
D
PEDESTRIAN ZONE
PEDESTRIAN ZONE
PEDESTRIAN ZONE
OUTDOOR SEATING AND SALES AREA
PLAN FRAGMENT
LEVEL1
AXES B-D
SCALE 1/18"= 1'-0"
INTERNATIONAL BOARDWALK
PEDESTRIAN ZONE
UP TO LEVEL 2

Level 2


BIKE LINE
BIKE LINE
INTERNATIONAL BOARDWALK
OUTDOOR SEATING
BIKE LINE
BIKE LINE
PARKING LEVEL 2
DN TO LEVEL 1
UP TO LEVEL 3
INTERNATIONAL BOARDWALK
OUTDOOR SEATING
ELEV
MARINA WATER-WAY
DN TO LEVEL 1
BIKE LINE
BIKE LINE
ONAL BOARDWALK
PEDESTRIAN ZONE


SERVICE AND PARKING AREA
PLAN FRAGMENT
LEVEL1
AXES C-E
SCALE 1/20"= 1'-0"
UP TO LEVEL 2
REFUSE ROOM
PARKING SPACES
PARKING SPACES
PARKING
PARKING SPACES
PARKING SPACES
SEAFOOD TANK
PATH-OF-TRAVEL
QUALITY SEAFOOD STORAGE AREA
OUTDOOR SEATING
PATH-OF-TRAVEL
SEAFOOD REFRIGERATED SHOWCASE
W.I.C.
PATH-OF-TRAVEL
DRY STORAGE
CASHIER
OUTDOOR SEATING
ELEV
SERVICE LOADING
NO PARKING
WC
PEDESTRIAN ZONE
PARKING LEVEL 1
PARKING SPACES
C
D
E

Level 3 Dining

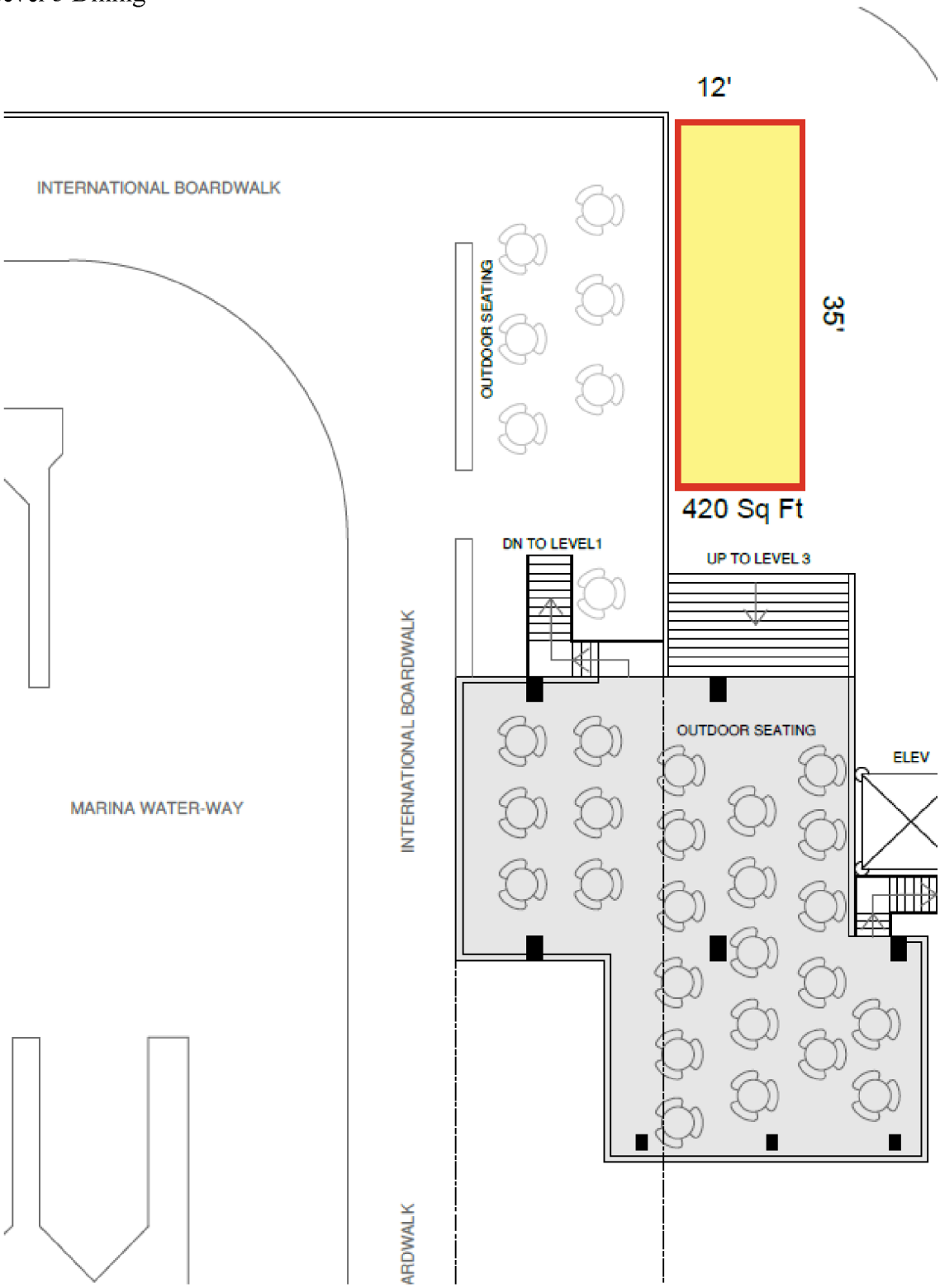


EXHIBIT B

DESCRIPTION OF PREMISES, TRADE NAME AND USE OF PREMISES

Description of Premises: Space located at 100 - 130 International Boardwalk, Redondo Beach, CA 90277 consisting of approximately 10,919 rentable square feet.

Trade Name: Quality Seafood.

Use of Premises: Retail/Restaurant/Snack Bar and Office provided Tenant, if applicable, procures all necessary and proper licenses, permits and permissions from all appropriate government agencies.

EXHIBIT C

GUARANTY OF LEASE

THIS LEASE GUARANTY ("Guaranty") is made by PETER DRAGICH, JR. ("Guarantor") in favor of the CITY OF REDONDO BEACH, a chartered city and municipal corporation ("Landlord"), in connection with that certain lease dated as of , May 1, 2026 (the "Lease") pursuant to which Landlord is to lease to QUALITY SEA FOOD, INC., a California corporation ("Tenant"), those premises generally referred to as 100 - 130 International Boardwalk, Redondo Beach, California 90277 (the "Premises").

A. Landlord requires this Guaranty as a condition to its execution of the Lease and the performance of the obligations to be performed under the Lease by Landlord.

B. Guarantor has agreed to provide this Guaranty to induce Landlord to enter into the Lease with Tenant and perform its obligations under the Lease.

In consideration of Landlord's agreement to execute the Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor does hereby agree with Landlord as follows:

1. The Lease is hereby incorporated into and made a part of this Guaranty by this reference.

2. Guarantor hereby unconditionally guarantees, as a primary obligor and not as a surety, without deduction by reason of setoff, defense or counterclaim, the full and punctual payment of all sums of rent and other amounts payable under the Lease and the full and punctual performance of all terms, covenants and conditions in the Lease to be kept, performed and/or observed by Tenant. Guarantor's obligations under this Guaranty are continuing and unconditional. Notwithstanding the foregoing, the total aggregate liability of Guarantor under this Guaranty shall not exceed an amount equal to (a) the total Minimum Monthly Rent and Monthly Percentage Rent due during the last full Lease Year immediately preceding the date Landlord makes a claim to Guarantor for payment hereunder, plus (b) any amounts due and unpaid by Tenant pursuant to Section 9.1 (Indemnity) and Section 9.8 (Hazardous Materials) of the Lease (if any), plus (c) any amounts necessary to complete at least $500,000 of Storefront Improvements within the first three years of the Lease Term (if any).

3. Guarantor hereby agrees that, without the consent of or notice to Guarantor and without affecting any of the obligations of Guarantor hereunder: (a) the Lease may be extended and any other term, covenant or condition of the Lease may be amended, compromised, released or otherwise altered by Landlord and Tenant, and Guarantor does

guarantee and promise to perform all the obligations of Tenant under the Lease as so extended, amended, compromised, released or altered; (b) any guarantor of or party to the Lease may be released, substituted or added; (c) any right or remedy under the Lease may be exercised, not exercised, impaired, modified, limited, destroyed, or suspended; (d) Landlord or any other person may deal in any manner with Tenant, any guarantor, any party to the Lease or any other person; (e) Landlord may permit Tenant to holdover the Premises beyond the Lease Term; and (f) all or any part of the Premises or of Tenant's rights or liabilities under the Lease may be sublet, assigned or assumed. Without in any way limiting the foregoing, Guarantor agrees not to unreasonably withhold its consent to any sublease, assignment of the Lease or other modification of the Lease which is agreed to by Landlord and Tenant.

4. Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Landlord to proceed against Tenant, or any other guarantor or person or to pursue any other security or remedy before proceeding against Guarantor; (b) any defense based on the genuineness, validity, regularity or enforceability of the Lease; (c) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Tenant or any other person; and (d) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of Tenant, of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Tenant for reimbursement. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Sections 2809, 2810 and 2845 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

5. Guarantor hereby waives and agrees not to assert or take advantage of (a) any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of any adverse change in the financial status of Tenant, notices of any other facts which increase the risk to Guarantor, notices of non- performance and notices of acceptance of this Guaranty) and protests of each and every kind; (b) the defense of any statute of limitations in any action under or related to this Guaranty or the Lease; (c) any right or defense based on a lack of diligence or failure or delay by Landlord in enforcing its rights under this Guaranty or the Lease.

6. Guarantor hereby waives and agrees not to assert or take advantage of any right to (a) exoneration if Landlord's actions shall impair any security or collateral of Guarantor; (b) any security or collateral held by Landlord; (c) require Landlord to proceed against or exhaust any security or collateral before proceeding against Guarantor; (d) require Landlord to pursue any right or remedy for the benefit of Guarantor. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Sections 2819, 2849 and 2850 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

7. Guarantor shall not, without the prior written consent of Landlord, commence, or join with any other person in commencing, any bankruptcy, reorganization or insolvency proceeding against Tenant. Guarantor's obligations under this Guaranty shall in no way be affected by any bankruptcy, reorganization or insolvency of Tenant or any successor or assignee of Tenant or by any disaffirmance or abandonment of the Lease or any payment under this Guaranty by a trustee of Tenant in any bankruptcy proceeding including, without limitation, any impairment, limitation, or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of any federal or state bankruptcy or insolvency law or other statute or from the decision of any court. Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against Tenant relating to any indebtedness of Tenant to Guarantor and will assign to Landlord all rights of Guarantor thereunder. Landlord shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Landlord the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to Landlord all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations hereunder shall not be satisfied except to the extent that Landlord receives cash by reason of any such payment or distribution. If Landlord receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.

8. Until all the Tenant's obligations under the Lease are fully performed, Guarantor: (a) shall have no right of subrogation or reimbursement against the Tenant by reason of any payments or acts of performance by Guarantor under this Guaranty; (b) subordinates any liability or indebtedness of the Tenant now or hereafter held by Guarantor to the obligations of the Tenant under, arising out of or related to the Lease or Tenant's use of the Premises; and (c) acknowledges that the actions of Landlord may affect or eliminate any rights of subrogation or reimbursement of Guarantor as against Tenant without any liability or recourse against Landlord. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Section 2848 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

9. Prior to the execution of this Guaranty and at any time during the Term of the Lease upon ten (10) days prior written notice from Landlord, Guarantor agrees to provide Landlord with a current financial statement for Guarantor and financial statements for Guarantor for the two (2) years prior to the current financial statement year to the extent not previously delivered to Landlord. Guarantor's financial statements are to be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Guarantor, audited by an independent certified public accountant. Guarantor

represents and warrants that all such financial statements shall be true and correct statements of Guarantor's financial condition.

10. The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor relating to the Lease shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law.

11. This Guaranty applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns. This Guaranty may be assigned by Landlord voluntarily or by operation of law.

12. This Guaranty shall constitute the entire agreement between Guarantor and the Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may any guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer, director or trustee of Landlord. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof. No course of dealing between Landlord and Tenant shall alter or affect the enforceability of this Guaranty or Guarantor's obligations hereunder.

13. Guarantor hereby agrees to indemnify, protect, defend and hold Landlord harmless from and against, all losses, costs and expenses including, without limitation, all interest, default interest, post-petition bankruptcy interest and other post-petition obligations, late charges, court costs and attorneys' fees, which may be suffered or incurred by Landlord in enforcing or compromising any rights under this Guaranty or in enforcing or compromising the performance of Tenant's obligations under the Lease.

14. The term "Landlord" whenever hereinabove used refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof, whether by assignment or otherwise. The term "Tenant" whenever hereinabove used refers to and means the Tenant in the foregoing Lease specifically named and also any assignee or subtenant of said Lease and also any successor to the interests of said Tenant, assignee or sublessee of such Lease or any part thereof, whether by assignment, sublease or otherwise including, without limitation, any trustee in bankruptcy and any bankruptcy estate of Tenant, Tenant's assignee or sublessee.

15. If any or all Guarantors shall become bankrupt or insolvent, or any application shall be made to have any or all Guarantors declared bankrupt or insolvent, or any or all Guarantors shall make an assignment for the benefit of creditors, or any or all Guarantors

shall enter into a proceeding for the dissolution of marriage, notice of such occurrence or event shall be promptly furnished to Landlord by such Guarantor or such Guarantor's fiduciary. This Guarantee shall extend to and be binding upon each Guarantor's successors and assigns, including, but not limited to, trustees in bankruptcy and Guarantor's estate.

In the event of the death of an individual Guarantor, the obligation of such Guarantor under this Guaranty shall continue in full force and effect as an obligation of Guarantor's estate as to all indebtedness and other obligations of the Tenant under the Lease. The terms and conditions of this Guaranty, including without limitation the consents and waivers set forth herein, shall continue in full force and effect and shall remain in effect in the same manner as if Guarantor had not died. Notice of the death of an individual Guarantor shall be promptly furnished to Landlord by a duly authorized representative of the estate of Guarantor. Guarantor hereby unconditionally, knowingly, and expressly waives the benefits of any statute of limitations governing the time limit within which Landlord must commence an action to enforce this Guaranty against the Guarantor's estate, assignee or successor(s)-in-interest following the Guarantor's death, including under Section 366.2 of the California Code of Civil Procedure, or any similar law. Within sixty (60) days of the death of an individual Guarantor, Lessee may propose the assignment of Guarantor's obligations hereunder to an assignee, subject to the reasonable approval of Landlord, taking into consideration the assets of the proposed assignee and the ability of the proposed assignee to carry out the obligations of the Guarantor hereunder.

16. Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and sent by registered or certified mail, return receipt requested in accordance with the notice provisions of the Lease. The Tenant shall be deemed Guarantor's agent for service of process and notice to Guarantor delivered to the Tenant at the address set forth in the Lease shall constitute proper notice to Guarantor for all purposes. Notices to Landlord shall be delivered to Landlord's address set forth in the Lease. Landlord, at its election, may provide an additional notice to Guarantor at the address provided under Guarantor's signature below.

17. If either party hereto participates in an action against the other party arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys' fees, collection costs and other costs incurred in and in preparation for the action. Guarantor hereby waives any right to trial by jury and further waives and agrees not to assert or take advantage of any defense based on any claim that any arbitration decision binding upon Landlord and Tenant is not binding upon Guarantor.

18. Guarantor agrees that all questions with respect to this Guaranty shall be governed by, and decided in accordance with, the laws of the State of California.

19. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

20. Time is strictly of the essence under this Guaranty and any amendment, modification or revision hereof.

21. If more than one person signs this Guaranty, each such person shall be deemed a guarantor and the obligation of all such guarantors shall be joint and several. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word "person" as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

22. If Guarantor is a corporation, each individual executing this Guaranty on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Guaranty on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the by-laws of said corporation, and that this Guaranty is binding upon said corporation in accordance with its terms. If Guarantor is a corporation, Landlord, at its option, may require Guarantor to concurrently, with the execution of this Guaranty, deliver to Landlord a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Guaranty.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS CONTAINED IN THIS GUARANTY INCLUDING, WITHOUT LIMITATION, ALL WAIVERS CONTAINED IN THIS GUARANTY.

Executed on this day of , 2026.

[If Guarantor is a married individual, Guarantor's spouse must sign this Guaranty]

_____ _____

Peter Dragich, Jr.

Address of Guarantor: Address of Guarantor:

*A. If the person(s) signing this Guaranty on behalf of Guarantor [is/are] [an] officers] of a corporation that is incorporated in California, then one of the following conditions must be satisfied: (i) This Guaranty must be signed by two officers, one being the Chairman of the Board, the President or a Vice President, and the other one being the Secretary, an Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer; or (ii) if clause (i) above is not satisfied, or if this Guaranty is signed by one person acting in two capacities, then Guarantor shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Guaranty.

EXHIBIT D

TENANT ESTOPPEL CERTIFICATE

The undersigned, as Tenant under that certain Lease (the "Lease"), made and entered into as of May 1, 2026, by and between City of Redondo Beach, a chartered city and municipal corporation, as "Landlord," and the undersigned, as "Tenant," for the Premises outlined on Exhibit A attached to this Certificate and incorporated in it by this reference, which Premises are commonly known as 100 - 130 International Boardwalk, Redondo Beach, California, certifies as follows:

1. The undersigned has commenced occupancy of the Premises described in the Lease. The Commencement Date under the Lease is May 1, 2026. All space and improvements leased by Tenant have been completed in accordance with the provisions of the Lease, and Tenant has accepted and taken possession of the Premises. If any, all contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full.

2. The Lease is in full force and effect as of the date of this Certificate and has not been modified, supplemented, or amended in any way except as follows: _____.

3. The Lease represents the entire agreement between the parties as to the Premises.

4. Minimum Monthly Rent became payable on May 1, 2026.

5. The Term began on May 1, 2026, and expires on June 30, 2036.

6. Except as indicated in paragraph 7 below, no rent has been paid in advance and no security deposit has been deposited with Landlord, except for the Security Deposit in the amount of $26,180.00 deposited with Landlord in accordance with the Lease. There are no setoffs or credits against any rent payable under the Lease. No free periods or rental abatements, rebates, or concessions have been granted to Tenant, except as follows: _____.

7. Minimum Monthly Rent in the sum of $_____ per month has been paid through the month of _____, 20__. Monthly Percentage Rent in the sum of $_____ per month has been paid through the month of _____, 20__. Tenant's Monthly Expense Share in the sum of $_____ per month has been paid through the month of _____, 20__. Tenant's Association Share in the sum of $_____ per month has been paid through the month of _____, 20__. Additional Rent in the sum of $_____ has been paid through _____, 20__ for the following: _____.

8. As of the date of this Certificate, the undersigned has no defenses or offsets

against any of Tenant's obligations under the Lease and there are no uncured defaults of Landlord or any events that (with or without the giving of notice, the lapse of time, or both) constitute a default of Landlord or Tenant under the Lease, except _____.

9. The undersigned has no rights of first refusal or options to (a) purchase all or any portion of the Premises or the Fisherman's Wharf; or (b) renew or extend the Term, except as provided in the Lease.

10. The undersigned has not received nor is it aware of any notification from the Department of Building and Safety, the Health Department, or any other city, county, or state authority having jurisdiction that work is required to be done to the improvements constituting the Premises or the Fisherman's Wharf or that the existing improvements in any way violate existing laws, ordinances, or regulations. Tenant has no actual or constructive knowledge of any processing, use, storage, disposal, release, or treatment of any hazardous or toxic material or substance on the Premises except as follows: _____.

11. The undersigned has no knowledge of any actions, suits, material claims, legal proceedings, or any other proceedings, including threatened or pending eminent domain proceedings, affecting the Premises, at law or in equity, before any court or governmental agency, domestic or foreign. There are no pending actions, voluntary or involuntary, under any bankruptcy or insolvency laws of the United States or any state against Tenant or any guarantor of Tenant's obligations under the Lease.

12. The undersigned has not assigned, sublet, encumbered, pledged, hypothecated, transferred, or conveyed (or suffered any of the preceding) any interest in the Lease or the Premises.

13. The undersigned represents and warrants that to the best of its knowledge all statements contained in this Certificate are true and correct.

14. The undersigned acknowledges that this Certificate may be delivered to any proposed mortgagee, trust deed beneficiary, lessor, lessee, purchaser, or successor-in-interest to Landlord, of all or any portion of the Premises or the Boardwalk. The undersigned acknowledges that it recognizes that if the same is done, the proposed mortgagee, trust deed beneficiary, lessor, lessee, purchaser, or successor-in-interest will be relying on the statements contained in this Certificate in making the lease, purchase, or loan (or in accepting an assignment of the Lease as collateral security), and that receipt by it of this Certificate is a condition of the making of such lease, purchase, or loan. Tenant will be estopped from denying that the statements made in this Certificate by Tenant are true.

15. The undersigned representative of Tenant hereby certifies that they are duly authorized to execute and deliver this Certificate on behalf of Tenant.

Executed at _____ on _____, 20__.

TENANT:

Quality Sea Food, Inc.,
A California corporation

_____
By:
Title:

EXHIBIT E

SIGN CRITERIA

These criteria have been established for the purpose of assuring an outstanding shopping experience and for the mutual benefit of all tenants. Conformance will be strictly enforced; and any installed nonconforming or unapproved signs must be brought into conformance at the expense of the tenant. All criteria contained herein shall conform to all resolutions, ordinances, general policies and rules of the city of Redondo Beach and the city of Redondo Beach Harbor Department (the City's ordinances, resolutions, etc. shall rule in the event of any conflict).

GENERAL REQUIREMENTS

1.Each Tenant shall submit or cause to be submitted to the Landlord for approval before fabrication at least four copies of detailed drawings indicating the location, size, layout, design and color of the proposed signs, including all lettering and/or graphics.

2.All permits for signs and their installation shall be obtained by the tenant or tenant representative prior to installation which have not been done by owner previously

3.Tenant shall be responsible for the fulfillment of all requirements and specifications.

4.All signs shall be constructed and installed at tenant's expense.

5.All signs shall be reviewed by the Landlord and his designated Project Architect for conformance with this criteria and overall design quality. Approval or disapproval of sign submittal based on esthetics of design shall remain the sole right of the Landlord.

6.Tenant sign contractors to be responsible to obtain all required city and county approvals and permits, including Regional Planning and Building & Safety Division.

7.All Tenants' sign Contractors to be State licensed and shall carry appropriate insurance.

GENERAL SPECIFICATIONS

1.No projections above or below the sign panel will be permitted. Sign must be within dimensioned limits as indicated on the attached drawings.

2.Sign cabinets shall be grey non-illuminated w/white pales face 2'6" x 6" smallest 2'6" x 20" largest. Sizes are determined by store frontage. Tenant is allowed 8" of sign width for every 12" of storefront Typical 15' storefront would have a sign 2'6" x 10'.

3.Letter style will be Century ultra italic (vivid). No fluorescent colors.

4.Tenant shall be responsible for the cost of installation and maintenance of all signs.

5.The width of the Tenant fascia sign shall not exceed 70% of storefront. The maximum height of the tenant fascia sign shall be 30". Sign shall center on store unless prior approvals are obtained from the Landlord/Developer.

6.Each tenant space along International Boardwalk includes an existing double-sided, projecting "blade" sign that consists of a permanent frame, a double-sided sign face, and hardware to secure the sign to the building. Tenant shall be responsible for installing a new double-sided sign face unique to their business and installing and maintaining the entire "Blade" sign, inclusive of the existing frame, hardware, and sign face that is perpendicular to their storefront. No modifications to the existing frame or hardware are allowed. Replacement of the double-sided sign face will be at the sole expense of Tenant and the updated sign shall not exceed the existing dimensions, shape, attachment points, and exact height and location of the original sign. Only one such "Blade" sign is allowed per Tenant. The double-sided sign face unique to the business shall be a high-resolution full color print with a 2-foot diameter on an adhesive backing. Tenant shall procure and install the double-sided sign face unique to the business within three months of signing the lease with the City. Tenant shall contact property management for any questions regarding the blade sign requirements above.

7.Tenants sign contractor shall repair any damages to the premises caused by his work.

CONSTRUCTION REQUIREMENTS

1.Signs fastening and clips are to be concealed and be of galvanized, stainless aluminum, brass or bronze metals.

2.No labels will be permitted on the exposed surface of signs, except those required by local ordinance which shall be placed in an Inconspicuous location.

3.Tenants shall have identification signs designed in a manner compatible with and complimentary to adjacent and facing storefront and the overall concept of the center.

4.Signs may be illuminated at the tenant's expense to run electrical for the signs. These signs would still meet criteria for size, lettering and color.

MISCELLANEOUS REQUIREMENTS

1.Each tenant shall be permitted to place upon each entrance of its demised premises not more than 200 square inches of decal application lettering not to exceed 6" inches in height indicating hours of business, emergency telephone numbers & etc.

2.Except as proved herein, no advertising placards, banners, pennants names, insignias,

trademarks, or other descriptive material, shall be affixed or maintained upon the glass panes and supports of the show windows and doors, or upon the exterior walls of the buildings without the written previous approval of the Landlord.

3.Each tenant who has a non-customer door for receiving merchandise may apply his name on said door in 4" high block letters and in a location as directed by the Project Architect. Letters shall be placed in the middle of the said door. Where more than one tenant uses the same door, each name and address may be applied. Color of letters shall be black. Letter style shall be Century ultra italic, all capital letters. No other rear entry signs will be permitted.

4.All directory lettering will be provided by Landlord.

Landlord's Initials: _____ Tenant's Initials: _____

EXHIBIT F

PARKING FEE SCHEDULE

Per paragraph 18.4 of the lease and Landlord's standard parking rates in effect at the time and adjustable from time-to-time.

The current parking rates are as follows:

DAILY RATE
$2.00 each hour

HOLIDAYS AND SPECIAL EVENTS
July 4th: Flat fee of $30 payable upon entry.

PARKING FOR THE DISABLED
Free with approved placards or license plates.

PIER/BOARDWALK EMPLOYEE MONTHLY AND YEARLY PASSES
Passes are to be purchased by business owners/managers to satisfy employment verification; parking spaces are occupied on a first-come, first-served basis; passes do not guarantee a parking space.

Annual Employee Passes (January 1 – December 31):

a. Annual Pass – 7 days/week in Pier Parking Structure, Plaza Parking Structure, or Marina Parking Lot: **$35/month or an early discounted rate of $280.00 if the pass is purchased in January** (Purchases after January 31 will be prorated at the rate of $35/month times the number of months remaining in the year.)

Summer Season Employee Passes (May 1 – September 30):

a. Summer Pass – 7 days/week in Pier Parking Structure, Plaza Parking Structure, or Marina Parking Lot: **$35/month or an early special rate of $120.00 if the pass is purchased in May** (Purchases after May 31 will be prorated at the rate of $35/month times the number of months remaining in the summer.)

EXHIBIT G

BOARDWALK RETAIL AND RESTAURANT AREA RULES

RULES AND REGULATIONS

1. The sidewalks, halls, passages, exits, entrances, elevators, escalators and stairways of the Building shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress to and egress from their respective premises. The halls, passages, exits, entrances, elevators, escalators and stairways are not for the general public and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No tenant and no agent, employee, contractor, invitee or licensee of any tenant shall go upon the roof of the Building. Landlord shall have the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to any tenant therefor, to change the arrangement or location of entrances or passageways, doors or doorways, corridors, elevators, stairs, toilets and other common areas of the Building.

2. No sign, placard, picture, name, advertisement or notice visible from the exterior of any tenant's premises shall be inscribed, painted, affixed or otherwise displayed by any tenant on any part of the Building without the prior written consent of Landlord except that Tenant shall have the right, at its sole cost, to place its name on the door of the Premises. Landlord will adopt and furnish to tenants general guidelines relating to signs inside the Building. Tenants shall conform to such guidelines. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of any such tenant by a person approved by Landlord. Material visible from outside the Building will not be permitted.

3. The premises shall not be used for lodging. No cooking shall be done or permitted on the premises except that private use by any tenant of Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages, for preparation of meals by employees of any such tenant in a manner customary for an employee lounge or lunchroom, and for catering to serve food in connection with meetings or receptions will be permitted, provided that such use is in accordance with all applicable federal, state and municipal laws, codes, ordinances, rules and regulations.

4. No tenant shall employ any person or persons other than the janitor of Landlord for the purpose of cleaning its premises unless otherwise agreed to by Landlord in writing. Except with the written consent of Landlord, no person or persons other than those approved by Landlord shall be permitted to enter the Building for the purpose of cleaning the same. No

tenant shall cause any unnecessary labor by reason of such tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to any tenant for any loss of property on the premises, however occurring, or for any damage done to the effects of any tenant by the janitor or any other employee or any other person. Tenant shall pay to Landlord the cost of removal of any of tenant's refuse and rubbish, to the extent that the same exceeds the refuse and rubbish usually attendant upon the use of tenant's premises as offices. Janitor service will not be furnished on nights when rooms are occupied after 9:00 P.M. unless, by agreement in writing, service is extended to a later hour for specifically designated rooms.

5. Landlord will furnish each tenant without charge with two (2) keys to each door lock provided in the premises by Landlord. Landlord may make a reasonable charge for any additional keys. No tenant shall have any such keys copied or any keys made. No tenant shall alter any lock or install a new or additional lock or any bolt on any door of its premises. Each tenant, upon the termination of its lease, shall deliver to Landlord all keys to doors in the Building.

6. Landlord shall designate appropriate entrances and a freight elevator for deliveries or other movement to or from the premises of equipment, materials, supplies, furniture or other property, and tenants shall not use any other entrances or elevators for such purposes. The freight elevator shall be available for use by all tenants in the Building subject to such reasonable scheduling as Landlord in its discretion shall deem appropriate. All persons employed and means or methods used to move equipment, materials, supplies, furniture or other property in or out of the Building must be approved by Landlord prior to any such movement. Landlord shall have the right to prescribe the maximum weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by Landlord, stand on a platform of such thickness as is necessary properly to distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause, and all damage done to the Building by moving or maintaining such property shall be repaired at the expense of tenants.

7. No tenant shall use or keep in the premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities thereof reasonably necessary for the operation or maintenance of office equipment. No tenant shall use any method of heating or air conditioning other than that supplied by Landlord. No tenant shall use or keep or permit to be used or kept any foul or noxious gas or substance in the premises, or permit or suffer the premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, or interfere in any way with other tenants or those having business in the Building, nor shall any animals or birds be brought or kept in the premises or the Building. All materials stored in the Premises by Tenant shall be stored in compliance with all applicable laws and shall not exceed the maximum floor load for the Premises as reasonably determined by Landlord.

8. Landlord shall have the right, exercisable without notice and without liability to any

tenant, to change the name or street address of the Building.

9. Except as expressly set forth in the Lease, Landlord establishes the hours of 8 A.M. to 6 P.M. Monday through Friday, and Saturday 9:00 A.M. to 1:00 P.M., except legal holidays, as reasonable and usual business hours. If during any other hours or any other days, tenant desires to have any services or utilities supplied to tenant, and if Landlord is able to provide the same, tenant shall pay Landlord such charge as Landlord shall establish from time to time for providing such services or utilities during such hours. Any such charges which such tenant is obligated to pay shall be deemed to be additional rent under such tenant's lease.

10. The Building's air conditioning system achieves maximum cooling when the drapes and windows are closed. Landlord shall not be responsible for the room temperature if tenant does not keep all drapes and windows in the premises closed whenever the system is in operation. Tenant agrees to cooperate fully at all times with Landlord and to abide by all regulations and requirements which Landlord may prescribe for the proper functioning and protection of said air conditioning system. Tenant agrees not to connect any apparatus device, conduit or pipe to the Building chilled and hot water conditioning supply lines. Tenant further agrees that neither tenant nor its servants, employees, agents, visitors, licensees or contractors shall at any time enter mechanical installations or facilities of the Building or adjust, tamper with, touch or otherwise in any manner affect said installations or facilities.

11. Electric current is furnished as required by the Building standard office lighting and fractional horsepower office business machines in the amount of approximately four (4) watts per square foot. The tenant agrees, should its electrical installation or electrical consumption be in excess of the aforesaid quantity or extend beyond normal business hours, to reimburse Landlord monthly for the measured consumption under the terms, classifications and rates charged to similar consumers by said public utilities serving in the neighborhood in which the Building is located. If a separate meter is not installed at tenant's cost, such excess cost will be established by an estimate agreed upon by Landlord and tenant, and if the parties fail to agree, as established by an independent licensed engineer. Tenant agrees not to use any apparatus or device in, or upon, or about the premises which will in any way increase the amount of such services usually furnished or supplied to said premises, and tenant further agrees not to connect any apparatus or device or wires, conduits or pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services without written consent of Landlord. Should tenant use the same to excess, the refusal on the part of tenant to pay, upon demand of Landlord, the amount established by Landlord for such excess charge shall constitute a breach of the obligation to pay rent current under tenant's lease and shall entitle Landlord to the rights therein granted for such breach. At all times tenant's use of electric current shall never exceed the capacity of the feeders to the Building or the risers or wiring installation.

12. Water will be available in public areas for drinking and lavatory purposes only, but if tenant requests, uses or consumes water for any purpose in addition to ordinary drinking

and lavatory purposes, of which fact tenant constitutes Landlord to be the sole judge, Landlord may install a water meter and thereby measure tenant's water consumption for all purposes. Tenant shall pay Landlord for the cost of the meter and the cost of the installation thereof and throughout the duration of tenant's occupancy, tenant shall keep said meter installation equipment in good working order and repair at tenant's own cost and expense, in default of which Landlord may cause such meter and equipment to be replaced or repaired and collect the cost thereof from tenant. Tenant agrees to pay for water consumed, as shown on said meter, as and when bills are rendered, and on default in making such payment, Landlord may pay such charges and collect the same from tenant. Any such costs or expenses incurred, or payments made by Landlord for any of the reasons or purposes hereinabove stated shall be deemed to be additional rent, payable by tenant, and collectible by Landlord as such.

13. Landlord reserves the right to stop service of the elevator, plumbing, ventilating, air conditioning and electric systems, when necessary, by reason of accident or emergency or for repairs, alterations or improvements, in the judgment of Landlord desirable or necessary to be made, until said repairs, alterations or improvements shall have been completed, and shall further have no responsibility or liability for failure to support elevator facilities, plumbing, ventilating, air conditioning or electric service, when prevented from doing so by strike or accident or by any cause beyond Landlord's reasonable control or by laws, rules, orders, ordinances, directions, regulations or requirements of any federal, state, county or municipal authority or failure of gas, oil or other suitable fuel supplied or inability by exercise of reasonable diligence to obtain gas, oil or other suitable fuel. It is expressly understood and agreed that any covenants on Landlord's part to furnish any service pursuant to any of the terms, covenants, conditions, provisions or agreements of tenant's lease or to perform any act or thing for the benefit of tenant, shall not be deemed breached if Landlord is unable to furnish or perform the same by virtue of a strike or labor trouble or any other cause whatsoever beyond Landlord's control.

14. Landlord reserves the right to exclude from the Building between the hours of 6 P.M. and 8 A.M. Monday through Friday and at all hours on Saturdays, Sundays and legal holidays all persons who do not present identification acceptable to Landlord. Each tenant shall provide Landlord with a list of all persons authorized by such tenant to enter its premises and shall be liable to Landlord for all acts of such persons. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of the same by such action as Landlord may deem appropriate, including closing doors.

15. The directory of the Building will be provided for the display of the name and location of tenants and the principal officers and employees of tenants (not to exceed two (2) names per one thousand (1,000) rentable feet in the Premises) at the expense of such tenant. Periodic revisions and updating shall be provided by Landlord without charge.

16. No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings

or decorations shall be attached to, hung or placed in, or used in connection with any window of the Building without the prior written consent of Landlord. In any event, with the prior written consent of Landlord, such items shall be installed on the office side of Landlord's standard window covering and shall in no way be visible from the exterior of the Building. Tenants shall keep window coverings closed when the effect of sunlight (or the lack thereof) would impose unnecessary loads on the Building's heating or air conditioning system.

17. No tenant shall obtain for use in the premises ice, drinking water, food, beverage, towel or other similar services, except at such reasonable hours and under such reasonable regulations as may be established by Landlord.

18. Each tenant shall ensure that the doors of its premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before such tenant or such tenant's employees leave the premises so as to prevent waste or damage, and for any default or carelessness in this regard, such tenant shall compensate for all injuries sustained by other tenants or occupants of the Building or Landlord. On multiple-tenancy floors, all tenants shall keep the doors to the Building corridors closed at all times except for ingress and egress.

19. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be paid by the tenant who, or whose agent, employee, contractor, invitee or licensee, caused it.

20. Except with the prior written consent of Landlord, no tenant shall sell at retail newspapers, magazines, periodicals, theater or travel tickets or any other goods or merchandise to the general public in or on the premises, nor shall any tenant carry on or permit or allow any employee or other person to carry on the business of stenography, typewriting, printing or photocopying or any similar business in or from the premises for the service or accommodation of occupants of any other portion of the Building, nor shall the premises of any tenant be used for manufacturing of any kind, or any business activity other than that specifically provided for in the tenant's lease.

21. No tenant shall install any radio or television antenna, loudspeaker, or other device on the roof or exterior walls of the Building. No television or radio or recorder shall be played in such a manner as to cause a nuisance to any other tenant.

22. There shall not be used in any space, or in the public halls of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord approves. No other vehicles of any kind shall be brought by any tenant into the Building or kept in or about its premises.

23. Each tenant shall store all its trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not

be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the vicinity of the Building, without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.

24. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building are prohibited, and each tenant shall cooperate to prevent the same.

25. The requirements of tenants will be attended to only upon application in writing at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

26. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

27. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provisions of any lease of premises in the Building.

28. Landlord reserves the right to make such other rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein.

29. All construction projects and tenant improvement work must conform to the General Construction and Building Rules.

30. Tenant agrees that all employees will park on the lower levels of the parking structure and that the surface level parking spaces are to be reserved for customers and service providers.

31. Tenant agrees to limit the sale of Beer and Alcohol to:

What is allowed under the lease agreement.

32. Tenant shall display signage indicating that a “no shirt, no shoes, no service” policy is in effect.

EXHIBIT H

CONFIRMATION OF LEASE

TO: Tenant

DATED: May 1, 2026

Re: Lease dated May 1, 2026 by and between CITY OF REDONDO BEACH, a chartered city and municipal corporation as Landlord, and QUALITY SEA FOOD, INC, a California corporation, as Tenant (the "Lease"), for those premises generally referred to as 100 - 130 International Boardwalk, Redondo Beach, CA 90277 (the "Premises").

Please acknowledge that the Commencement Date of the Lease is May 1, 2026 and that the Expiration Date of the Lease is June 30, 2036.

Very truly yours,

_____
Agent for "Landlord"

Tenant hereby confirms the information set forth above, and further acknowledges that Landlord has fulfilled its obligations under the above-referenced Lease.

_____
By:
Title:

Exhibit I – [Deleted]

EXHIBIT J

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY OF REDONDO BEACH
415 Diamond Street
Redondo Beach, CA 90277
Attention: City Clerk

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into as of May 1, 2026, by and between the CITY OF REDONDO BEACH, a chartered municipal corporation, hereinafter referred to as the "Landlord" and QUALITY SEA FOOD, INC., a California corporation, hereinafter referred to as "Tenant."

RECITALS

A. Landlord and Tenant have entered in a Lease (hereinafter, "Lease") dated February 3, 2026, for certain premises which are located on real property which is legally described in Exhibit A attached hereto and incorporated herein by reference (the "Premises"). Copies of the Lease are available for public inspection at Landlord's office at 415 Diamond Street, Redondo Beach, CA 90277.

B. The Lease provides that a short form memorandum of the Lease shall be executed and recorded in the Official Records of Los Angeles County, California.

NOW, THEREFORE, the parties hereto certify as follows:

1. Landlord, pursuant to the Lease, has leased the Premises to the Tenant upon the terms and conditions provided for therein, generally for the purposes of general retail/restaurant/ /snack bar and office use.

2. Unless earlier terminated, the term of the Lease shall expire on June 30, 2036.

3. This Memorandum is not a complete summary of the Lease, and shall not be used to interpret the provisions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Amended Lease as of the day and year first above written.

CITY OF REDONDO BEACH

_____
James A. Light, Mayor

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

QUALITY SEA FOOD, INC.
A California corporation

_____
By:
Title:

EXHIBIT "A"

LEGAL DESCRIPTION

[To Be Attached]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
} ss.
County of Los Angeles }

On _____, 20__, before me, _____, a Notary Public, personally appeared,_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

_____
(seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
} ss.
County of Los Angeles }

On _____, 20__, before me,_____, a Notary Public, personally appeared, ,_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

_____

(seal)

Administrative Report

J.1., **File #** 26-0893 **Meeting Date:** 8/4/2026

TITLE

For eComments and Emails Received from the Public

Administrative Report

L.1., **File #** 26-0920 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE GENERAL PLAN LAND USE ELEMENT, ZONING ORDINANCE, LOCAL COASTAL PROGRAM, AND COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE AND AN ADDENDUM TO THE CERTIFIED PROGRAM ENVIRONMENTAL IMPACT REPORT FOR THE FOCUSED GENERAL PLAN UPDATE PERTAINING TO THE PROPOSED AMENDED C-2 AND C-2-PD DEVELOPMENT STANDARDS AND ROOF TOP DINING REGULATIONS

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2608-066 ADOPTING AN ADDENDUM TO THE CERTIFIED PROGRAM ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NUMBER 2023050732) FOR THE REDONDO BEACH FOCUSED GENERAL PLAN UPDATE, ZONING ORDINANCE UPDATE AND LOCAL COASTAL PROGRAM AMENDMENT PERTAINING TO THE PROPOSED C-2 AND C-2-PD DEVELOPMENT STANDARD AMENDMENTS AND ROOF TOP DINING REGULATIONS WITHIN THE ARTESIA AND AVIATION CORRIDOR AREA PLAN

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2608-067 UPDATING THE GENERAL PLAN LAND USE ELEMENT TO IMPLEMENT A LAND USE PLAN, GOALS, POLICIES, AND IMPLEMENTATION MEASURES THAT SERVE AS THE FRAMEWORK TO EXPRESS THE COMMUNITY'S DESIRED FUTURE FOR GROWTH AND DEVELOPMENT OVER THE SUBSEQUENT 20-30 YEARS

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2608-068 AMENDING THE COASTAL LAND USE PLAN OF THE CITY'S LOCAL COASTAL PROGRAM TO MAKE CONSISTENT AND IMPLEMENT THE CITY'S UPDATED GENERAL PLAN LAND USE ELEMENT AND DIRECTING STAFF TO SUBMIT THE AMENDED COASTAL LAND USE PLAN TO THE COASTAL COMMISSION

INTRODUCE BY TITLE ONLY ORDINANCE NO. CC-3314-26 AMENDING TITLE 10 PLANNING AND ZONING, CHAPTER 2 ZONING AND LAND USE OF THE REDONDO BEACH MUNICIPAL CODE FOR CONSISTENCY WITH AND TO IMPLEMENT THE UPDATE TO THE CITY'S GENERAL PLAN LAND USE ELEMENT INCLUSIVE OF THE LAND USE PLAN, GOALS, POLICIES, AND IMPLEMENTATION MEASURES

INTRODUCE BY TITLE ONLY ORDINANCE NO. CC-3315-26 AMENDING TITLE 10 PLANNING AND ZONING, CHAPTER 5 COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE OF THE REDONDO BEACH MUNICIPAL CODE FOR CONSISTENCY WITH AND TO IMPLEMENT THE UPDATE TO THE CITY'S GENERAL PLAN LAND USE ELEMENT INCLUSIVE OF THE LAND USE

PLAN, GOALS, POLICIES, AND IMPLEMENTATION MEASURES

PROCEDURES

1. Open the public hearing, take testimony
2. Close the public hearing
3. Adopt Resolution No. CC-2608-066, adopting an Addendum to the Certified Program Environmental Impact Report (State Clearinghouse Number 2023050732) for the Redondo Beach Focused General Plan Update, Zoning Ordinance update and Local Coastal Program Amendment
4. Adopt Resolution No. CC-2608-067, amending the General Plan Land Use Element
5. Adopt Resolution No. CC-2608-068, amending the Coastal Land Use Plan of the City's Local Coastal Program
6. Introduce for first reading Ordinance No. CC-3314-26, amending Title 10, Chapter 2 Zoning and Land Use of the Redondo Beach Municipal Code
7. Introduce for first reading Ordinance No. CC-3315-26, amending Title 10, Chapter 5 Coastal Land Use Plan Implementing Ordinance of the Redondo Municipal Code

EXECUTIVE SUMMARY

Since 2016, the City has been in the process of updating the Land Use Element (LUE) of the General Plan. Following years of outreach and collaborative efforts to gain feedback from the community, the General Plan Advisory Committee (GPAC), Planning Commission, City Council, and other stakeholders, the Updated LUE and implementing Ordinances are being presented to the City Council for adoption. Over the past year the City Council has met on several occasions to discuss the LUE and has provided policy direction, which has been incorporated into the final documents included as part of this report.

Some of the amendments to the LUE update and associated Zoning Ordinances constitute a "Major Change in Allowable Land Use" which are subject to Article XXVII of the City's Charter and will be voted on as part of the general election on November 3, 2026. The specific changes triggering this requirement include the proposed increases in floor area ratio (FAR) along Artesia and Aviation Boulevards and minor changes to FAR in some of the City's commercial and industrial zones.

Pursuant to Article XXVII, a Traffic Study and Land Use Analysis associated with the major changes in land use have been posted on the City's website (See attached link) 30 days prior to adoption and are available to the public. At the July 27, 2026 meeting, the City Council provided direction to amend the Article XXVII analysis to include the recent Housing Element Updates, adopted on May 5, 2026, as part of the "current plan." The analysis is currently being amended and will be posted within 10 days of plan adoption.

The updated LUE and associated amendments to the City's Zoning Ordinance, Zoning Ordinance for the Coastal Zone, and Local Coastal Plan are being presented for City Council consideration to implement and make consistent the City's LUE goals, policies, and Land Use Plan.

BACKGROUND

The LUE provides the primary basis for City decisions on development applications and establishes policies to help guide the general framework for the future pattern of growth, development, and sustainability in Redondo Beach. Some of the important components include the goals and policies, the land use map and designations; the focus areas and special policy areas discussions; and the

implementation measures.

In the fall of 2024, the City Council held a series of public hearings to consider the proposed focused General Plan Update. The project was segmented so that items in the LUE related to implementation of the 6th Cycle Housing Element, along with other non-Housing Element related residential amendments, would be adopted first, which occurred on November 5, 2024. Since then, the City Council has taken the following actions on the General Plan:

- August 5, 2025 - The City Council conducted a focused discussion on LUE policies related to Artesia and Aviation Boulevards, and expressed support for increasing the FAR from 0.6 to 1.5 to incentivize commercial reinvestment and help achieve the vision of the Artesia and Aviation Corridors Area Plan (AACAP). The City Council later reviewed associated amendments to development standards in the Zoning Ordinance that aligned with the higher FAR and included provisions for rooftop dining.

- January 6, 2026 - The City Council conducted a discussion on LUE policies related to historic preservation, and directed staff to maintain policies that continue to value historic properties while promoting a voluntary historic designation process.

- January 20, 2026 - The City Council conducted focused discussions on the allowed building floor area ratio (FARs) for Public Institutional (PI) properties. The City Council supported maintaining FARs and land use designations as originally proposed in the draft updated LUE, with the exception of the Beach Cities Health District campus, which Council supported an increase to the recommended 1.25 FAR to accommodate future services.

- March 3, 2026 - The City Council reviewed and provided policy direction on changes to the land use designations from Public “P” to “OS” (Parks and Open Space) for all, or portions of, three School District owned properties identified as Alta Vista Elementary School Fields; the former Franklin School Site (Friendship Campus); and Lincoln Elementary School Fields. Regarding the three sites, the City Council made separate motions directing the following: 1) that the land use designations at Alta Vista be updated so that “P” and “OS” designations follow the fence line separating Alta Vista School and Alta Vista Park; 2) to maintain a “P” designation for the portion of the property occupied by Friendship Campus and an “OS” for Franklin Park; and 3) that the “OS” designation at Lincoln Elementary be applied to the area above the baseball fields and parking lot.

- May 5, 2026 - The City Council adopted amendments to the 6th Cycle 2021-2029 Housing Element and associated Zoning Ordinance (2nd reading on May 12, 2026). The amendments replaced the Affordable Housing Overlay zones, required to meet the City’s RHNA, with High Density Multi-Family Residential (65 du/ac) and Mixed-Use zoning designations (65 du/ac to 80 du/ac) obligating future redevelopment of the identified “housing sites” to include a minimum of 50% of the floor area as residential. The change in designations is reflected in the final LUE update.

- July 7, 2026 - The City Council directed staff to amend the Land Use Table so that the

floor area ratio (FAR) for the Public Institutional designation remains unspecified and subject to Planning Commission Design Review. The City Council provided direction to amend the Article XXVII analysis to include the recent Housing Element Updates, adopted on May 5, 2026, as part of the "current plan." This amendment has been incorporated into the final version of the LUE. Additionally, the City Council decided to defer action on changes to Public Institutional Properties.

Land Use Element (LUE): As established by the vision statement and guiding principles, the intent of the approach in the development of the LUE and Land Use Plan (map and designations) was to maintain the fundamental pattern of existing land uses in the City, preserve residential neighborhoods and commercial and industrial districts, provide opportunities for enhancement and improvements through intensification or reuse within centers of community activity and identity, and to provide locations and development intensities for accommodating the City's State-mandated Regional Housing Needs Allocation (RHNA).

As such, changes to the plan aimed to:

- Preserve established residential neighborhoods and principal commercial districts allowing for infill development and recycling of uses that are compatible with adjacent development.

- Maintain the fundamental pattern of existing land uses, preserving residential neighborhoods and commercial and industrial districts, while providing opportunities for intensification or reuse of focused areas of the City (Special Policy Areas, for example).

- Focus on reuse or repurpose of underutilized sites (transitioning retail properties), corridors, and areas located adjacent to the freeway and proposed (or planned) Metro station stops such as the North Tech District, Galleria, and South Bay Marketplace.

- Target change in areas essential to satisfy the City's State-mandated obligation to demonstrate it could meet its RHNA requirements for housing in accordance with the Housing Element that was adopted by the City Council on May 5, 2026 and later certified by State HCD.

In addition to identifying the locations and residential development intensities required in order to satisfy the City's RHNA obligation and maintain its certified Housing Element, the development of new and innovative goals and policies for environmental sustainability, historic preservation, and the development of Special Policy Areas (SPAs) for enhancing, revitalizing, and, in some cases, preserving the City's most critical commercial and industrial centers were the most significant new components of the updates to the Land Use Element. The following seven SPAs warrant special policy direction due to the role they play in the City, either as a gateway, corridor, district, or activity center:

- North Redondo Tech District (SPA-1)
- Artesia Boulevard (SPA-2)
- Aviation Boulevard (SPA-3)
- Galleria (SPA-4)
- North PCH (SPA-5a)

- Central PCH (SPA-5b)
- Torrance Boulevard (SPA-5c)
- South PCH (SPA-6)
- Riviera Village (SP-7)

The updated LUE, and associated amendments to the City's Zoning Ordinance, Zoning Ordinance for the Coastal Zone, and Local Coastal Plan that would implement and make consistent the City's LUE goals and policies and Land Use Plan are being presented for City Council consideration and adoption.

ENVIRONMENTAL STATUS:
On November 5, 2024, the City Council certified a program Final Environmental Impact Report (FEIR) for the City's focused General Plan Update (State Clearinghouse No. 202305073). Separate addendums were adopted on December 3, 2024 pertaining to the proposed FAR in the Public Institutional designation and May 5, 2026 pertaining to the updated Housing Element. An additional Addendum has been prepared addressing the modifications to Franklin Park, Alta Vista and Lincoln Elementary Schools, and the AACAP, which has been included for City Council consideration and adoption.

COORDINATION
The Administrative Report, Resolutions and Ordinances were coordinated with the City Attorney's Office.

FISCAL IMPACT
The net cost (after deducting State Grant funding) for the services provided by PlaceWorks Inc. and their sub consultants for the General Plan Update is roughly $2.6M and is largely funded by the City's General Plan Maintenance Fund.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS
- Attachment 1 - EIR Addendum Resolution
- Attachment 2 - EIR Addendum
- Attachment 3 - LUE Resolution
- Attachment 4 - LUE Resolution Exhibit A
- Attachment 5 - LCPA-CLUP Resolution
- Attachment 6 - LCPA-CLUP Resolution Exhibit A
- Attachment 7 - Zoning Ordinance Amendment
- Attachment 8 - Zoning Ordinance Amendment Exhibit A
- Attachment 9 - Zoning Map Exhibit B
- Attachment 10 - Coastal Zoning Ordinance Amendment
- Attachment 11 - Coastal Zoning Ordinance Exhibit A
- Attachment 12 - Zoning Map Exhibit B

RESOLUTION NO. CC-2608-066

A RESOLUTION OF THE CITY COUNCIL OF REDONDO BEACH, CALIFORNIA, ADOPTING AN ADDENDUM TO THE CERTIFIED PROGRAM ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NUMBER 2023050732) FOR THE REDONDO BEACH FOCUSED GENERAL PLAN UPDATE, ZONING ORDINANCE UPDATE AND LOCAL COASTAL PROGRAM AMENDMENT PERTAINING TO THE PROPOSED C-2 AND C-2-PD DEVELOPMENT STANDARD AMENDMENTS AND ROOF TOP DINING REGULATIONS WITHIN THE ARTESIA AND AVIATION CORRIDOR AREA PLAN

WHEREAS, on November 5, 2024, the City Council of the City of Redondo Beach adopted Resolution No. CC-2410-105 certifying the Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Program Amendment Final Program Environmental Impact Report (PEIR) (SCH No. 2023050732) (certified PEIR) pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, *et seq*.); and

WHEREAS, subsequently, the City of Redondo Beach has initiated additional analysis to be completed to study impacts associated with proposed amendments to the C-2 and C-2-PD development standards and roof top dining regulations (modified project) within the Artesia and Aviation Corridor Area Plan (AACAP). The "modified project" establishes development standards for properties within the corridor, within the maximum FAR of 1.50 studied under the approved project. Modifications include changes to maximum building height and story limits, setbacks, public open space requirements, commercial ground-floor standards, parking and circulation requirements, landscaping standards, and corridor-specific architectural and site design standards. The amendments retain the existing C-2 and C-2-PD development standards for properties located outside the AACAP. The "modified project" also establishes a rooftop dining ordinance within the AACAP, subject to operational, noise, hours, and design standards. The rooftop dining deck area counts toward the maximum FAR of 1.50. Additionally, no physical development of properties within the AACAP consistent with the proposed development standards is proposed under the "modified project"; and

WHEREAS, pursuant to CEQA, and the CEQA Guidelines, the City of Redondo Beach is the lead agency for the Project, as the public agency with general governmental powers; and

WHEREAS, prior to approval of subsequent actions that constitute a "project" under CEQA and the State CEQA Guidelines, the City is required to determine whether the environmental effects of such actions are within the scope of prior environmental analysis, or whether additional environmental analysis is required; and

WHEREAS, under CEQA, the lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary to the prior EIR, but none of the conditions calling for preparation of a subsequent or supplemental EIR have occurred (Public Resources Code Section 21166; CEQA Guidelines Sections 15162 and 15164). Once an EIR has been certified, no supplement or subsequent EIR shall be prepared unless the lead agency or responsible agency determines that a specific condition has been met as required by CEQA Guidelines Section 15162(a)(1), (2), and (3); and

WHEREAS, the City has caused preparation of an Addendum for the "modified project" (Addendum) pursuant to CEQA and the State CEQA Guidelines on the basis that the "modified project" does not require preparation of a new, subsequent or supplemental EIR; and

WHEREAS, an addendum to a previously certified EIR need not be circulated for public review, but may be attached to a certified EIR in accordance with CEQA Guidelines Section 15164; and

WHEREAS, the City Council of the City of Redondo Beach has reviewed and considered the Addendum in conjunction with the certified Final PEIR; and

WHEREAS, the City Council has determined, for reasons specified below, that the revisions proposed as part of the "modified project" are minor, would not result in any new or more significant environmental impacts, and thus qualify for an Addendum to the certified PEIR in accordance with Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15164; and

WHEREAS, the City Council has evaluated the potential environmental impacts of the proposed "modified project" against the criteria set forth in Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15164.

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

SECTION 1. The above recitals are incorporated herein by this reference.

SECTION 2. Pursuant to the provisions of CEQA and the CEQA Guidelines, the City Council has reviewed and considered the Addendum prepared for the "modified project".

SECTION 3. Based on that review, the City Council finds, in the exercise of its independent judgment and based on substantial evidence in the whole of the record, that the "modified project" does not require the preparation of a subsequent or supplemental Environmental Impact Report as none of the conditions described in

Section 15162 of the CEQA Guidelines exist, and that preparation of the Addendum meets the requirements of CEQA. Specifically, the City Council finds as follows:

a. *Major EIR revisions are not required*: The "modified project" consists of administrative refinements to the previously approved project, including updates to C-2 and C-2-PD zoning regulations, and rooftop dining standards. These changes do not alter the overall development intensity, approved maximum floor area ratio, project footprint, or previously analyzed land use assumptions, and do not authorize new physical development beyond that evaluated in the certified PEIR. Accordingly, the "modified project" would not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Therefore, no substantial changes to the project are proposed that would require major revisions to the previously certified PEIR pursuant to CEQA Guidelines Section 15162.

b. *No substantial change in circumstances requiring major EIR revisions:* The "modified project" would not facilitate development beyond that evaluated in the certified PEIR or increase approved development intensity, maximum FAR, or analyzed assumptions. The C-2 and C-2-PD amendments implement corridor-specific standards while retaining the 1.50 maximum FAR; and the rooftop dining ordinance establishes operational and design standards within the AACAP. The environmental setting and regulatory framework remain unchanged and thus, would not result in new or more severe impacts than what was disclosed in the certified PEIR. The certified PEIR analysis remains applicable because future development facilitated by the "modified project" must comply with the City's General Plan, zoning regulations, development standards, design review requirements, and adopted mitigation measures. Accordingly, no substantial change in project circumstances has occurred that would require major revisions to the certified PEIR under CEQA Guidelines Section 15162.

c. *No new information showing greater significant effects than identified in the EIR:* As demonstrated in this Addendum, the "modified project" would result in the same significant impacts as those disclosed in the certified PEIR, and no substantially more severe impacts would occur. The policies and mitigation measures identified in the certified PEIR to reduce physical environmental effects would continue to apply to the "modified project". Implementation of the "modified project" would not result in physical changes to the environment beyond those previously analyzed in the certified PEIR, nor would it introduce new development characteristics or circumstances that would increase the severity of previously identified impacts. Therefore, no new or substantially more severe significant impacts associated with implementation of the "modified project" would occur.

d. *No new information showing ability to reduce significant effects identified in the EIR*: The "modified project" consists of administrative General Plan and zoning refinements to the AACAP-related C-2 and C-2-PD amendments, and rooftop dining regulations. These changes do not warrant mitigation measures or alternatives to substantially reduce significant environmental effects beyond those analyzed in the certified PEIR. The "modified project" does not change the certified PEIR's analysis, impact conclusions, or mitigation framework. Accordingly, no considerably different mitigation measures or alternatives have been identified, and no additional mitigation measures or alternatives are required for the "modified project".

SECTION 4. The City Council also finds that the "modified project" would not trigger any of the conditions under CEQA Guidelines Section 15162(a)(1)(3). The proposed changes would not cause new significant impacts, substantially increase previously identified impacts, or involve new information requiring major revisions to the certified PEIR. This Addendum provides the substantial evidence required by CEQA Guidelines Section 15164 to support the finding that a subsequent EIR is not required and that an addendum is the appropriate environmental document for the "modified project".

SECTION 5. The City Council has reviewed the findings made in this Resolution and finds that they are based upon substantial evidence that has been presented to the City Council in the record of proceedings. The documents, staff reports, technical studies, appendices, and other materials that constitute the record of proceedings on which these findings have been based are on file in the Office of the City Clerk, located at 415 Diamond Street in the City of Redondo Beach and available for public examination during normal business hours.

SECTION 6. The Addendum to the Final Environmental Impact Report (SCH #2023050732) reflects the independent judgment of the City Council and contains, and is based on, substantial evidence and analysis to allow the City Council to make an informed decision as set forth herein.

SECTION 7. In light of the evidence presented at the hearing, and based on the findings set forth above, the City Council hereby adopts the Addendum (attached hereto as Exhibit A and incorporated herein by this reference) to the Certified Final Environmental Impact Report for the Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Program Amendment.

SECTION 8. That 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 4th day of August, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

CERTIFICATION

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-2608-066 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 4th day of August, 2026, and there after 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:

_____
Eleanor Manzano, CMC
City Clerk

MEMORANDUM

DATE	July 29, 2026
TO	City of Redondo Beach
ADDRESS	415 Diamond Street Redondo Beach, CA 90277
CONTACT	Marc Wiener, Community Development Director Sean Scully, Planning Manager
FROM	PlaceWorks
SUBJECT	**Amendment to the Redondo Beach Focused General Plan Update, Zoning Ordinance Update, and Local Coastal Program Amendment Program Environmental Impact Report [State Clearinghouse No.: 2023050732]**

This document is an Addendum to the City of Redondo Beach's previously certified Redondo Beach Focused General Plan Update, Zoning Ordinance Updates, and Local Coastal Program Amendment Final Program Environmental Impact Report (PEIR) (State Clearinghouse No. 2023050732) (certified PEIR), which analyzed the implementation of updates to five of the State-required elements that make up the General Plan—Land Use, Open Space, Conservation, Safety, and Noise—Zoning Ordinance, and Zoning Ordinance for the Coastal Zone, and the Local Coastal Program Amendment (approved project).

The City of Redondo Beach proposes modifications to the approved project, which include General Plan and Zoning Map adjustments to reflect ownership, access, and existing uses at Alta Vista Elementary School, Franklin Park, and Lincoln Elementary School; administrative land use designation refinements; and Artesia and Aviation Corridors Area Plan (AACAP) implementation through C-2 and C-2-PD development standard amendments and rooftop dining regulations (modified project). These changes would improve consistency among the General Plan, zoning regulations, existing conditions, ownership, and implementation measures without increasing development potential beyond that evaluated in the certified PEIR.

This Addendum has been prepared in accordance with CEQA Guidelines Sections 15162 and 15164. Section 15164(b) of the CEQA Guidelines (Title 14, California Code of Regulations, Sections 15000 et. seq.) authorizes a lead agency to prepare an addendum to an EIR "if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred." Pursuant to CEQA and the State CEQA Guidelines, this Addendum focuses on whether implementation of the modified project would require major revisions to the certified PEIR due to the potential for new significant environmental effects or a substantial increase in the severity of previously identified significant effects, pursuant to State CEQA Guidelines Section 15162.

Proposed Amendments

Table 1 provides a side-by-side comparison of the changes proposed between the approved project and the modified project by topic. Table 1 summarizes the limited refinements proposed under the modified project, including adjustments to General Plan and zoning designations for select school and park properties, administrative land use designation revisions, and AACAP-related zoning and rooftop dining standards.

Table 1 Comparison of Approved Project and Modified Project

Topic	Approved Project	Modified Project
Alta Vista Elementary School	Southern parcel with school buildings designated Public/Institutional in the General Plan and P-SF on the Zoning Map; northern parcel with playground and part of Alta Vista Park designated Open Space in the General Plan and P-SF on the Zoning Map.	Fenced playground portion of the northern parcel designated Public/Institutional (PI-1) with P-SF zoning; publicly accessible City-maintained park area designated Open Space with P-PRO zoning.
Franklin Park	Property designated Open Space in the General Plan, with zoning divided between P-SF and P-PRO.	Friendship Campus area designated Public/Institutional (PI-1) with P-SF zoning; publicly accessible City-maintained park areas designated Open Space with P-PRO zoning. Zoning is consistent with the approved project.
Lincoln Elementary School	Southern parcel with school buildings designated Public/Institutional in the General Plan and P-SF on the Zoning Map; northern playground parcel designated Open Space in the General Plan and P-PRO on the Zoning Map.	Northern playground parcel redesignated Public/Institutional (PI-1) and rezoned from P-PRO to P-SF.
Neighborhood Commercial (CN) and AACAP / C-2 and C-2-PD zoning	Established the Neighborhood Commercial (CN) land use designation and the AACAP, which implemented a maximum floor area ratio (FAR) of 1.50 for corridor properties and anticipated implementing amendments to the City's commercial zoning regulations. Increased the allowable FAR in the corresponding C-2 and C-2-PD zoning districts to implement the General Plan. .	Amends the C-2 and C-2-PD zoning districts to establish corridor-specific design and development standards for properties within the AACAP. Establishes development standards for properties within the corridor, within the maximum FAR of 1.50 studied under the approved project. Modifications include changes to maximum building height and story limits, setbacks, public open space requirements, commercial ground-floor standards, parking and circulation requirements, landscaping standards, and corridor-specific architectural and site design standards. The amendments retain the existing C-2 and C-2-PD development standards for properties located outside the AACAP.
Rooftop dining	Not separately described in the approved project summary.	Establishes a rooftop dining ordinance within the AACAP, subject to operational, noise, hours, and design standards; rooftop dining deck area counts toward the maximum FAR of 1.50.

GENERAL PLAN LAND USE DESIGNATION AMENDMENTS

Table 2, *Changes to Approved Project General Plan Land Use Designations*, provides the corresponding text changes to the approved project land use designations that support the refinements and other administrative updates provided in Table 1. For the Mixed-Use Low (MU-1) designation, the revisions would remove the lower 0.35 FAR reference for commercial-only development and clarify that square footage exceeding 0.70 FAR must be for residential use rather than describing this requirement in terms of residential density or units. The same clarification would be made for the Mixed-Use Medium Low (MU-2) designation. For Public/Institutional uses, the revisions would remove the site-specific 1.25 FAR exceptions from the PI-1 designation and establish a separate Public/Institutional (PI-2) designation with a 1.25 FAR. The revisions would also restore the Public (P) designation in place of the Public/Utility (U) designation by reverting the name and description to match the current plan.

Table 2 Changes to Approved Project General Plan Land Use Designations

Land Use Designation	Maximum Density/Intensity	Description
Mixed-Use		
Mixed-Use Low (MU-1)	Commercial Only: ~~0.35~~ 0.50 FAR Commercial and Residential together: Max. FAR 1.50 (all ~~density~~ square footage exceeding 0.70 FAR must be for residential ~~units~~ use) Up to and including 30 du/ac	Provides for an integrated mix of commercial retail, service, office, entertainment, and residential uses. Uses can be mixed in a vertical or horizontal configuration. Mixed-use development should be of high quality and designed to integrate with existing surrounding uses. Configurations include ground floor commercial with residential units on upper floors or standalone commercial or office development. This designation is intended to encourage pedestrian-oriented development that has a strong emphasis on creating a safe and attractive streetscape. It is recommended that residential projects in this designation include an affordable component. Maximum FAR 1.50 and density up to and including 30 dwelling units per acre, density may increase consistent with state law for affordable units.
Mixed-Use Medium Low (MU-2)	Commercial Only: 1.00 FAR Commercial and Residential together: Max. FAR 1.50 (all ~~density~~ square footage exceeding 0.70 FAR must be for residential ~~units~~ use) Up to and including 35 du/ac.	Provides for an integrated mix of commercial retail, service, office, entertainment, and residential uses in the City's activity centers. Uses can be mixed in a vertical or horizontal configuration. Mixed-use development should be of high quality, designed to integrate with existing surrounding uses. Configurations include ground floor commercial or office with residential units or office uses on upper floors or standalone commercial or office development. This designation is intended to encourage pedestrian-oriented environments that have a strong emphasis on creating a safe and attractive streetscape. It is recommended that residential projects in this designation include an affordable component.

Table 2 Changes to Approved Project General Plan Land Use Designations

Land Use Designation	Maximum Density/Intensity	Description
		Maximum FAR 1.50 and density up to and including 35 dwelling units per acre, density may increase consistent with state law for affordable units.
Public/Institutional/Open Space		
Public/Institutional- (PI-1)	~~Max.~~ FAR 0.75~~ for all properties except:~~ ~~Max. FAR 1.25 at City Hall bounded by PCH, Broadway, Carnelian St, and Diamond St~~ ~~Max. FAR 1.25 at the Annex site on Northeast Corner of PCH and Vincent St~~ Subject to Planning Commission Design Review	Provides for governmental administrative and capital facilities, schools, libraries, hospitals and associated medical offices, public cultural facilities, and other public uses, ancillary parks, recreation and open spaces. ~~Sites that are allowed to develop up to a maximum 1.25 FAR are also s~~Subject to Planning Commission Design Review (PCDR).
Public/Institutional- (PI-2)	FAR 1.25 Subject to Planning Commission Design Review	Same uses as PI-1 Subject to Planning Commission Design Review (PCDR).
Public~~/Utility~~ (~~U~~P)	FAR 0.10	Governmental administrative and capital facilities, parks, schools, libraries, hospitals and associated medical offices, public cultural facilities, public open space, utility easements, and other public uses. ~~Provides for utility uses including easements with public access for recreation and parking. Maximum FAR 0.10.~~

Table 3, C*hanges to Growth Forecast Under the Modified Project Compared to Approved Project*, summarizes the limited acreage changes associated with the modified project. As shown, the modified project would increase the Public/Institutional category by 10.6 acres and decrease the Parks and Open Space category by the same amount to better align land use designations with existing and planned public, institutional, and park uses. These acreage adjustments would not change the projected residential units, population, nonresidential building square footage, employment, or student-generation assumptions evaluated in the certified PEIR. Additionally, because the Public/Institutional (PI) land use designation provides for ancillary parks, recreation and open spaces, the change is acreage would not result in a loss of open space.

Table 3 Changes to Growth Forecast Under the Modified Project Compared to Approved Project

Land Use	Maximum Density/Intensity	Approved Project Acres	Modified Project Acres	Change Acres
PI-1 & PI-2: Public/Institutional	PI-1: FAR 0.75 /PI-2: FAR 1.25	160.1	170.7	**+10.6**
OS: Parks and Open Space	FAR 0.20	156.8	146.2	**-10.6**

The additions and corrections provided in Table 2, *Changes to the Approved Project General Plan Land Use Designations,* and Table 3, C*hanges to Growth Forecast Under the Modified Project Compared to Approved Project*, would be carried out throughout the certified EIR, as applicable, to reflect the modified project.

Findings

Pursuant to Public Resources Code (PRC) Section 21166 and Section 15162 of the State CEQA Guidelines, when an EIR has been certified or a negative declaration adopted for a project, no subsequent or supplemental EIR or negative declaration shall be prepared for the project unless the lead agency determines that one or more of the following conditions are met:

1. **No substantial changes are proposed in the project which would require major revisions of the previous EIR due to the involvement of new significant environmental effect or a substantial increase in the severity of previously identified significant effect.**

The modified project consists of administrative refinements to the previously approved project, including updates to General Plan land use designations, zoning regulations, and rooftop dining standards. The modifications also redesignate and rezone select properties to accurately reflect existing ownership and land uses. These changes do not alter the overall development intensity, approved maximum floor area ratio, project footprint, or previously analyzed land use assumptions, and do not authorize new physical development beyond that evaluated in the certified PEIR. Accordingly, the modified project would not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Therefore, no substantial changes to the project are proposed that would require major revisions to the previously certified PEIR pursuant to CEQA Guidelines Section 15162.

2. **No substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.**

The modified project would not facilitate development beyond that evaluated in the certified PEIR or increase approved development intensity, maximum FAR, or analyzed assumptions. The school and park redesignations reflect existing ownership and operations; the C-2 and C-2-PD amendments implement corridor-specific standards while retaining the 1.50 maximum FAR; and the rooftop dining ordinance establishes operational and design standards within the AACAP. For the Mixed-Use Low (MU-1) designation, the revisions would remove the lower 0.35 FAR reference for commercial-only development and clarify that square footage exceeding 0.70 FAR must be for residential use rather than describing this requirement in terms of residential density or units. The same clarification would be made for the Mixed-Use Medium Low (MU-2) designation.

The environmental setting and regulatory framework remain unchanged and thus, would not result in new or more severe impacts than what was disclosed in the certified PEIR. The certified PEIR analysis remains applicable because future development facilitated by the modified project must comply with the City's General Plan, zoning regulations, development standards, design review requirements, and adopted mitigation measures. Accordingly, no substantial change in project circumstances has occurred that would require major revisions to the certified PEIR under CEQA Guidelines Section 15162.

3. **No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:**

A. The project will have one or more significant effects not discussed in the previous EIR or negative declaration

The certified PEIR evaluated potentially significant impacts related to aesthetics, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, population and housing, public services, recreation, transportation, tribal cultural resources, and utilities and service systems, and identified mitigation measures where appropriate to reduce environmental impacts. The mitigation measures and applicable policies adopted as part of the certified PEIR would continue to apply to future development under the modified project. Because future development must remain consistent with the City's General Plan, zoning regulations, development standards, design review requirements, and the MMRP, the adopted measures to avoid or reduce physical environmental impacts would continue to be implemented. Accordingly, implementation of the modified project would result in the same overall environmental impacts as those evaluated in the certified PEIR, and no new significant environmental impacts would occur that were not previously disclosed in the certified PEIR.

B. Significant effects previously examined will be substantially more severe than shown in the previous EIR;

As demonstrated in this Addendum, the modified project would result in the same significant impacts as those disclosed in the certified PEIR, and no substantially more severe impacts would occur. The policies and mitigation measures identified in the certified PEIR to reduce physical environmental effects would continue to apply to the modified project. Implementation of the modified project would not result in physical changes to the environment beyond those previously analyzed in the certified PEIR, nor would it introduce new development characteristics or circumstances that would increase the severity of previously identified impacts. Therefore, no new or substantially more severe significant impacts associated with implementation of the modified project would occur.

C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

No new information of substantial importance has been identified indicating that mitigation measures or alternatives previously determined to be infeasible would now be feasible and would substantially reduce one or more significant effects of the project.

The certified PEIR's mitigation measures and alternatives remain applicable to the modified project, and no previously infeasible mitigation measure or alternative has been identified that is now feasible and would substantially reduce a significant effect of the project. Accordingly, the modified project would not result in circumstances requiring adoption of additional mitigation measures or alternatives beyond those previously evaluated in the certified PEIR.

D. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

The modified project consists of administrative General Plan and zoning refinements to the Mixed-Use Low (MU-1) and Mixed-Use Medium Low (MU-2) designation, AACAP-related C-2 and C-2-PD amendments, and rooftop dining regulations. These changes do not warrant mitigation measures or alternatives to substantially reduce significant environmental effects

beyond those analyzed in the certified PEIR. The modified project does not change the certified PEIR's analysis, impact conclusions, or mitigation framework. Accordingly, no considerably different mitigation measures or alternatives have been identified, and no additional mitigation measures or alternatives are required for the modified project.

In conclusion, the modified project would not trigger any of the conditions under CEQA Guidelines Section 15162(a)(1)–(3). The proposed changes would not cause new significant impacts, substantially increase previously identified impacts, or involve new information requiring major revisions to the certified PEIR. This Addendum provides the substantial evidence required by CEQA Guidelines Section 15164 to support the finding that a subsequent EIR is not required and that an addendum is the appropriate environmental document for the modified project.

RESOLUTION NO. CC-2608-067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, UPDATING THE GENERAL PLAN LAND USE ELEMENT TO IMPLEMENT A LAND USE PLAN, GOALS, POLICIES, AND IMPLEMENTATION MEASURES THAT SERVE AS THE FRAMEWORK TO EXPRESS THE COMMUNITY'S DESIRED FUTURE FOR GROWTH AND DEVELOPMENT OVER THE SUBSEQUENT 20-30 YEARS.

WHEREAS, the City's current General Plan was adopted on May 26, 1992; and

WHEREAS, on March 29, 2016 the City Council approved the City's three-year Strategic Plan goal to "Ensure sustainability, livability, and health by completing the General Plan update and by implementing environmentally responsible programs"; and

WHEREAS, on October 4, 2016, the City Council awarded the contract for planning and environmental consulting services to Placeworks, Inc. for updates to the "Land Use Element" and "Conservation, Recreation and Parks, and Open Space Element" of the City's General Plan and preparation of the required environmental documents; and

WHEREAS, on December 13, 2016 the City Council approved Resolution No. CC-1612-122 establishing a 27-member General Plan Advisory Committee (GPAC) to provide direct community stakeholder input to the update of the Land Use and Conservation, Recreation and Parks, and Open Space Elements of the General Plan including analysis and recommendations regarding amendments to the Mixed-Use Zoning and Development Standards, and opportunities for additional recreation, parks, and open space areas; and

WHEREAS, on February 21, 2017 pursuant to Resolution No. CC-1612-122, the Mayor and City Council selected the members of the GPAC and the City Clerk reviewed all selections and confirmed each was a resident of Redondo Beach. Two (2) members were appointed by the Mayor, one (1) of whom served as the Chair, and each Council Member appointed five (5) members, three (3) of whom resided in their District; and

WHEREAS, the GPAC conducted a total of twenty-eight (28) noticed public meetings since April 27, 2017, with their final meeting being held on January 31, 2024. At the final meeting, GPAC completed their discussions and recommendations for the final draft focused General Plan, which includes a consistently formatted, comprehensive General Plan document with a new Introduction, along with updated Goals, Policies, and Implementation Measures for the Land Use, Open Space and Conservation, Safety, and Noise Elements; and

WHEREAS, on February 29, 2024 the City's Draft General Plan document was released for comment on the City's website, allowing the public and other interested parties to comment directly on the Draft General Plan Document. Additionally, on March

20, 2024 City staff and Placeworks, Inc. conducted an open house meeting to present and take input on the City's Draft General Plan update; and

WHEREAS, on June 20, August 1, and August 15, 2024 the Planning Commission held multiple duly noticed public hearings to take testimony from staff, the public and other interested parties, and to deliberate on updates to the City's General Plan Land Use, Open Space & Conservation, Noise, and Safety Element, and revisions to the City's Zoning Ordinances and LCP required for consistency and to implement the City's Housing Element and other nonresidential amendments; and

WHEREAS, on September 19, 2024 the Planning Commission held a final duly noticed public hearing and completed its deliberations on updates to the City's General Plan Land Use, Open Space & Conservation, Noise, and Safety Elements, and updates to the City's Zoning Ordinances and LCP, including the Coastal Land Use Plan and Coastal Land Use Plan Implementing Ordinance, required for consistency and to implement the City's Housing Element and Land Use Element and took testimony from staff, the public and other interested parties, and considered the associated Draft Program Environmental Impact Report and recommended that the City Council certify, pursuant to CEQA, the Final Program Environmental Impact Report, adopt the General Plan Update (Land Use, Open Space and Conservation, Noise, and Safety Elements) with certain proposed changes as set forth in Planning Commission Resolution No. 2024-09-PCR-09, adopt amendments to the City of Redondo Beach's Coastal Land Use Plan of the Local Coastal Program, adopt amendments to the Redondo Beach Municipal Code, Title 10, Planning and Zoning, Chapter 1, Subdivisions, Chapter 2 Zoning and Land Use, Chapter 5 Coastal Land Use Plan Implementing Ordinance to make consistent and implement the City's General Plan (inclusive of the Land Use and Housing Elements), Coastal Land Use Plan, and Local Coastal Program amendments; and

WHEREAS, pursuant to CEQA, a Draft Program Environmental Impact Report (Draft PEIR) has been prepared and was presented to the Planning Commission at the same time as the final draft of the General Plan Update, Zoning Ordinance Amendments, Zoning Ordinance for the Coastal Zone Amendments, and Local Coastal Program Amendments; and

WHEREAS, the overall purpose of the PEIR is to inform the City, responsible agencies, decision makers, and the public about the potential environmental effects resulting from full implementation of the proposed Redondo Beach General Plan Update, and the associated Zoning Ordinance, Zoning Ordinance for the Coastal Zone, and Local Coastal Program amendments that are required for consistency purposes and to implement the City's certified 6th Cycle 2021-2029 Housing Element; and

WHEREAS, the PEIR addresses effects that may be significant and adverse; evaluates alternatives to the project; and identifies mitigation measures and alternatives to reduce or avoid identified potentially significant impacts; and

WHEREAS, included as an appendix to the PEIR, Appendix A Buildout Methodology, explains the buildout assumptions and methodologies utilized for projecting

the potential growth in the City over the next 25 years to the horizon year of the General Plan Update of 2050; and

WHEREAS, on August 1, 2024 an "Amended Notice of Availability of a Draft Environmental Impact Report" was issued to advise the public and interested parties that the City of Redondo Beach Planning Division had released the Draft PEIR addressing potential impacts associated with the Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Coastal Program Amendment (proposed project) for a 47-day review period beginning on August 1, 2024, and ending on September 16, 2024; and

WHEREAS, on August 1, 2024 the City's Updated Draft General Plan, Draft Zoning Ordinance, and Draft LCP, were again released for comment on the City's website, allowing the public and other interested parties to comment directly on the Draft General Plan Document; and

WHEREAS, the City received 18 written comments on the Draft PEIR and all comments timely received on the Draft PEIR have been responded to and are included in the Final PEIR, which consists of the Draft EIR, responses to comments timely received on the Draft PEIR, and clarifications/revisions to the Draft EIR; and

WHEREAS, on October 1, October 15, and October 29, 2024, and November 5, 2024, the City Council, at duly noticed public hearings, considered the General Plan Update (inclusive of amendments to the City's Subdivision and Zoning Ordinance) and the Draft and Final PEIR, at which times the City staff presented its reports and interested persons had an opportunity to be heard and to present evidence regarding the General Plan Update (inclusive of amendments to the City's Subdivision and Zoning Ordinance) and the Final PEIR; and

WHEREAS, at their duly noticed public hearing on October 15, 2024, City Council directed staff to move forward with the Housing Element implementation related General Plan, Zoning Ordinance, and Local Coastal Program Amendments (2024 Amendments) to comply with the statutory deadline of February 12, 2025 and defer other proposed nonresidential amendments for later consideration. Additionally, City Council directed City staff to include other residential amendments not required by the City's Housing Element that change residential capacity at the same time as the Housing Element related amendments (2024 Amendments); and

WHEREAS, on November 5, 2024, the City Council of the City of Redondo Beach adopted Resolution No. CC-2410-105 certifying the Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Program Amendment Final Program Environmental Impact Report (PEIR) (SCH No. 2023050732) (certified PEIR) pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.); and

WHEREAS, at their duly noticed public meeting on January 6, 2026, City Council conducted a discussion on LUE policies related to historic preservation and directed staff

to maintain policies that continue to value historic properties while promoting a voluntary historic designation process; and

WHEREAS, at their duly noticed public meeting on January 20, 2026, City Council conducted focused discussions on the allowed building floor area ratio (FARs) for Public Institutional (PI) properties. The City Council generally supported maintaining FARs and land use designations as originally proposed in the draft updated LUE, with the exception of the Beach Cities Health District campus, which Council directed to consider setting at 1.25 FAR to accommodate future services; and

WHEREAS, at their duly noticed public meeting on March 3, 2026, City Council reviewed and provided policy direction on changes to the land use designations from Public "P" to "OS" (Parks and Open Space) for all, or portions of, three School District owned properties identified as Alta Vista Elementary School Fields; the former Franklin School Site (Friendship Campus); and the Lincoln Elementary School Fields. Regarding the three sites, the City Council made separate motions directing the following: 1) that the land use designations at Alta Vista be updated so that "P" and "OS" designations follow the fence line separating Alta Vista School and Alta Vista Park; 2) to maintain a "P" designation for the portion of the property occupied by Friendship Campus and an "OS" for Franklin Park; and 3) that the "OS" designation at Lincoln Elementary be applied to the area above the baseball fields and parking lot; and

WHEREAS, at their duly noticed public hearing on May 5, 2026, City Council adopted amendments to the 6th Cycle 2021-2029 Housing Element and associated Zoning Ordinances (2nd reading on May 12, 2026). The amendments replaced the Affordable Housing Overlay zones, required to meet the City's Regional Housing Needs Allocation (RHNA), with High Density Multi-Family Residential (65 du/ac) and Mixed-Use zoning designations (65 du/ac to 80 du/ac) obligating future redevelopment of the identified "housing sites" to include a minimum of 50% of the floor area as residential. In their letter dated May 20, 2026, HCD found that "the adopted housing element, its amendments and Zoning Documents continue to meet the requirements of State Housing Element Law" and further cited that "This finding of substantial compliance has remained unchanged since HCD's September 1, 2022 review." The change in designations as part of the Housing Element amendments are reflected in the draft LUE update. Additionally, the City Council adopted an Addendum to the Certified Final Environmental Impact Report (SCH#2023050732) for the Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Program Amendment confirming no additional environmental impacts or subsequent additional mitigation is required for the amendments to the Housing Element and implementing zoning ordinance amendments as part of the adoption of this project; and

WHEREAS, at their duly noticed public meeting on July 7, 2026, City Council reviewed and provided policy direction on the scope of the Land Use Element and Zoning Ordinance modifications (and as required for implementation and consistency, any modifications to the Coastal Land Use Plan of the City's Certified Local Program and Coastal Land Use Plan Implementing Ordinance), and determined to move forward with the proposed increases in Floor Area Ratio (FAR) along Artesia and Aviation Boulevards

and certain commercial and industrial zones for consideration and action on August 4, 2026, and separate and defer taking action on the PI Land Use and Zoning FAR limits to a later unspecified date. Additionally, City Council provided direction on the scope of the Article XXVII related ballot measure to be scheduled for the November 3, 2026 general election by separating and deferring the PI Land Use and Zone FAR limits from the November 3, 2026 Article XXVII Analyses and ballot measure and incorporating the land use changes associated with the latest amendment to the City's Housing Element as part of the "Current Plan" which would be posted 10 days after the Land Use Element and Zoning Ordinance adoption planned for August 4, 2026; and

WHEREAS, agencies and interested members of the public have been afforded ample notice and opportunity to comment on the proposed General Plan Land Use Element amendments; and

WHEREAS, at their duly noticed public meeting on July 21, 2026, City Council reviewed and provided direction on the scope, organization, and format of the Article XXVII related ballot measure to be scheduled for the November 3, 2026 general election to improve readability and clarity for the electorate; and

WHEREAS, on August 4, 2026 the City Council, at their duly noticed public hearing and pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.), approved an "Addendum" to the certified program Final Environmental Impact Report for the General Plan Update to the Land Use Element, Local Coastal Program, and Zoning Ordinances regarding C-2 and C-2-PD development standards and rooftop dining provisions within the Artesia and Aviation Corridor Area Plan (AACAP) with the approval of Resolution No. XXXX-XXX; and

WHEREAS, multiple technical studies, environmental scoping meetings, community surveys, public meetings and workshops with the GPAC, the general public, the Planning Commission, and the City Council since 2016 have all served to engage and inform the general public including residents, business owners/operators, and other interested parties and have shaped the resulting draft General Plan Update and the associated Zoning Ordinance and Local Coastal Program Amendments inclusive of the Coastal Land Use Plan and Coastal Land Use Plan Implementing Ordinance required for consistency with the General Plan, Coastal Act, implementation of the Housing Element, and to express the community's desired future for growth and development over the subsequent 20-30 years.

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

SECTION 1. That the above recitals are incorporated herein by reference as if set forth in full.

SECTION 2. That the City Council hereby adopts the updated General Plan Land Use Element to implement goals and policies that serve as the framework to express the

community's desired future for growth and development over the subsequent 20-30 years, in accordance with the proposed changes/edits attached as "Exhibit A" and incorporated herein by this reference.

SECTION 3. That the amendments to the General Plan Land Use Element are consistent with the "Purpose" and procedures pursuant to Redondo Beach Municipal Code Section 10-2.2505 General Plan and Specific Plan amendments.

SECTION 4. That some of the amendments to the General Plan Land Use Element and the amendments for implementation and consistency to the Zoning Ordinance are considered "Major Changes in Allowable Land Use" and therefore subject to Article XXVII of the City's Charter.

SECTION 5. The amendments to the General Plan Land Use Element and the amendments for implementation and consistency to the Zoning Ordinance that are determined to be a "Major Change in Allowable Land Use" pursuant to the provisions of Article XXVII are not in effect unless and until adopted by an affirmative majority vote approving the Article XXVII Ballot Measure anticipated on the November 3, 2026 Special Election.

SECTION 6. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this General Plan Amendment to update the City's Land Use Element 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 General Plan Land Use Element. The City Council declares that it would have passed this General Plan Amendment to update the City's Land Use Element 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 7. That the City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

[THIS SECTION INTENTIONALLY LEFT BLANK]

PASSED, APPROVED AND ADOPTED this 4th day of August, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

CERTIFICATION

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-2608-067 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 4th day of August, 2026, and there after 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:

_____

Eleanor Manzano, CMC
City Clerk



2 LAND USE ELEMENT

Redondo Beach embraces its vision of being a safe, family-friendly, and highly desirable place to live. With the community's vision and guiding principles in mind, the Land Use Element provides a long-range guide for the physical development of the city that both protects neighborhoods that define the city's character and ensures the city evolves in an environmentally and fiscally sustainable manner over time. This element provides the framework to guide the distribution, location, size and intensity of new development while identifying ways to minimize potential conflicts and enhance compatibility between uses.

As population continues to increase within the city and region, Redondo Beach will be strategic in its approach to new development and modifications to existing land uses to ensure thoughtful integration moving forward. Through its focus on the established and emerging patterns of land use, this element is also a tool to promote public health, reduce infrastructure costs, enhance local economies, and address long-term environmental issues such as air quality, climate change, and preservation of natural resources including water. Through the provisions of the General Plan, the City can develop strategies and actions to respond to the community's changing needs without compromising the integrity of the uses, places, spaces and experiences the community values most.

2.1 Introduction

Land uses in Redondo Beach are characterized as a diverse collection of residential, commercial, light industrial and technology, and public uses that provide residents and visitors with the opportunity to: live in safe and established neighborhoods, dine in a variety of locally owned establishments, have access to the region via accessible transit options, work for large employers or in small businesses, recreate in local parks, the harbor, beaches, and bike trails, and create strong ties to the community through civic uses and events. The mix, diversity, and compatibility of uses is essential to the community's ability to thrive and be sustainable over time.

The Land Use Element provides the primary basis for City decisions on development applications and establishes policies to help establish the general framework for the future pattern of growth, development, and sustainability in Redondo Beach. The goals, policies, and implementation measures within this element support the city's Vision and Guiding Principles, contribute to the character of the community and serve the health, safety, and needs of the citizens.

The Land Use element includes goals, policies, and implementation measures that structure and guide future development, ensure the provision of a range of land uses to support the community's vision of diverse housing options and a vibrant economy, and provide direction on how uses should relate to one another to safeguard safety and compatibility and ensure the preservation of Redondo Beach's high quality of life.

The key components of this element are the policy framework, which includes the goals and policies that guide land-use decisions and help shape future development and public investment; the land use plan, including the land use map and designations; the focus areas and special policy areas discussions; and the implementation measures (Appendix B).

2.1.1 PURPOSE

California state law requires that every city and county adopt a comprehensive, long-term general plan that addresses the broad range of issues associated with a local jurisdiction's planning area (Government Code § 65300). Redondo Beach's total planning area covers approximately six square miles which represents the ultimate possible external borders of the City since there are no unincorporated areas located within its boundaries and since the boundaries of adjacent jurisdictions (Hermosa Beach and Manhattan Beach to the west, Lawndale to the north and east, and Torrance to the east and south) preclude expansion. In addition, the City's sphere of influence is contiguous with its boundaries since all areas surrounding it are incorporated.

California Government Code Section 65302(a) stipulates that general plans designate the proposed general distribution, general location, and extent of the uses of the land for housing, commerce, industry, open space, education, and public facilities. It further requires that the land use element include a statement of the standards of population density and building intensity for the land use designations that comprise the city's land use plan.

The Land Use Element is complemented by the additional policy guidance in other elements that relates to a specific topic. For example, Housing Element is closely tied to the Land Use Element because the Land Use Element identifies the locations and diversity of housing types available in

the City that can be used to achieve housing mandates specified by the State Office of Housing and Community Development. The *Open Space and Conservation Element* provides guidance for the open space and recreational amenities in the community, and the Safety Element addresses how the built environment may be impacted by man-made or natural disasters.

2.1.2 RELATIONSHIP WITH OTHER PLANS AND PROGRAMS

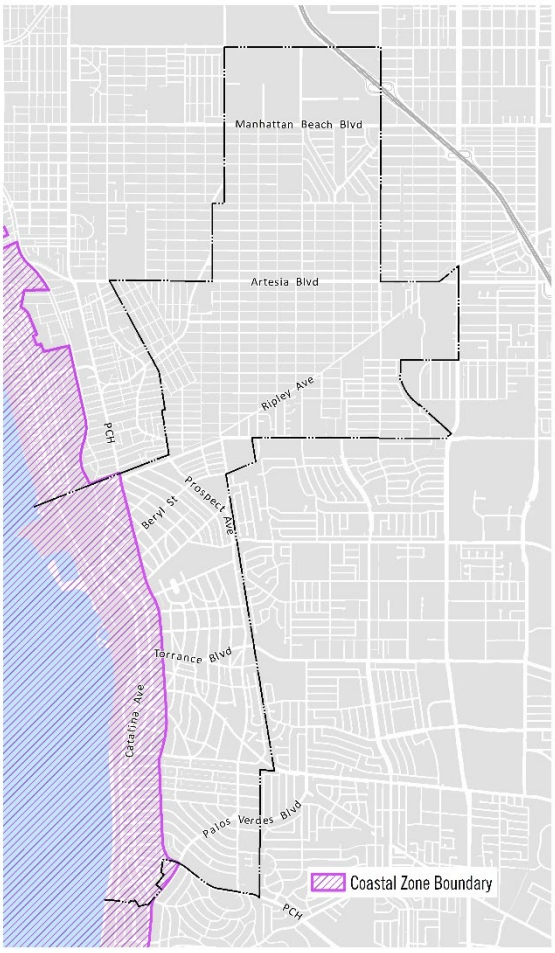
The Land Use Element is one of several elements of the Redondo Beach General Plan. Social, economic, political, safety, and aesthetic factors must be considered and balanced when developing a land use strategy. The Land Use Element must be consistent with these other plans and programs to minimize conflicts between documents and ensure the City's approach to future land use development is compatible with these other factors/documents.

Local Coastal Program

In addition to the General Plan, state law requires the City of Redondo Beach to prepare and maintain a Local Coastal Program (LCP) for portions of the city located within the Coastal Zone.

The LCP is comprised of the City's land use plans within the Coastal Zone along with implementing ordinances to carry out the intent of the Coastal Act.

The LCP is unique in the General Plan in that it provides both the land use plan and the regulations or zoning standards that support its implementation. As such, everything in the City's Land Use and other Elements of the General Plan must be consistent with the provisions of the LCP.



Local Coastal Program (LCP)

A local government's (a) land use plans, (b) zoning ordinances, (c) zoning district maps, and (d) other implementing actions within sensitive coastal resources areas, which, when taken together, meet the requirements of, and implement the provisions and policies at the local level.

2.1.3 AGENCY COORDINATION

Development in the City of Redondo Beach affects and is shaped by the actions of adjacent cities, utility districts (i.e. Southern California Edison), school districts, service providers and governmental agencies such as the County of Los Angeles, and the California Departments of Transportation and Housing and Community Development (State). As a result, it is essential that the City of Redondo Beach maintain coordination with each jurisdiction that would impact the other. Agencies that the City must coordinate with include, but are not limited to:

Land Use Compatibility and Street Coordination: Cities of Hawthorne, Manhattan Beach, Hermosa Beach, Lawndale and Torrance.

Regional Transportation: LA Metro, Caltrans, Los Angeles County Transportation Commission, Southern California Association of Governments (SCAG) and the Burlington Northern Santa Fe (BNSF) Railroad.

Development of the Harbor, Pier, Coastal Properties: Los Angeles County Department of Beaches and Harbors, California Coastal Commission, State Lands Commission, California Department of Fish and Wildlife United States Department of Fish and Wildlife, United States Army Corps of Engineers (USACE), and the Regional Water Quality Control Board (RWQCB).

Housing: California Department of Housing and Community Development, Southern California Association of Governments (SCAG).

Schools: Redondo Beach Unified School District.

Electrical Transmission Facilities: Southern California Edison.

Regional Air Quality: South Coast Air Quality Management District (SCAQMD).



At-A-Glance

70,242 population in 2020

4.7% unemployment rate in March 2020 (pre-COVID)

39,116 labor force (16 and older), 2019

$113,499 median household income (2019)

Source: Housing Element 2021-2029

2.2 Land Use Strategy

Historically, the City was predominately a water front community with surrounding single-family suburban residential community with commercial corridors to support the service and retail needs of surrounding neighborhoods. Currently, Redondo Beach offers a mix of housing types with approximately 40 percent of the City's residential land designated for single-family and 60 percent multi-family housing. Single-family homes make up about 54 percent of the housing stock, the multi-family share is approximately 46 percent, and mobile homes comprise less than one percent. However, over two-thirds of the Redondo Beach housing stock is 40 or more years old (built before 1980).



Single-Family and Multi-Family Housing

A single-family house is defined as one house and/or one house and an accessory dwelling unit (ADU) on a lot.

Multi-family homes are defined as two or more units on a lot (attached or detached).

2.2.1 KEY CONSIDERATIONS

What Are We Planning for? Things Considered While Planning for the Future of Redondo Beach:

9,400
Approximate number of new residents anticipated by 2040 (see Appendix A, *General Plan Buildout Methodology*)

5,800
Approximate number of new jobs anticipated by 2040 (see Appendix A, *General Plan Buildout Methodology*)

13.5%
Percent increase in the median home sales price from 2020 to 2021 (Housing Element 2021-2029)

91.9%
Percent of working residents leave Redondo Beach for work each day (Census, On the Map, 2019)

Redondo Beach has experienced sustainable growth over the years in order to maintain its small, beachside community character. As urban regions continue to experience increases in population, so too will the City. Redondo Beach has maintained a steady annual average increase of 0.22% and is projected to reach a population of over nearly 90,000 in 2040. As time progresses and the city evolves, it becomes necessary to plan for and guide future changes and evolve to accommodate the needs of the residents, adapt to current societal and technology trends, and manage sustainable growth.

As the State continues to experience a shortage of housing, the City has historically seen that residential development has occurred at the higher end of the City's allowable residential density ranges.

As Redondo Beach celebrates and values its family-friendly atmosphere, it's imperative to maintain diversity of families and an aging population through expanded housing options available at a variety of price ranges.

As the City continues to evolve, it will be important to provide a variety of future residential development for the senior population, first-time homebuyers, and the City's labor force. New housing developments that are of a high-quality, and sustainable design will need to contribute to the City's economic viability by providing a strong, stable tax base from both property tax and sales tax, especially as more land uses are converted to residential from other, revenue-generating uses or job centers. These land use decisions should be made in the context of future fiscal impacts to the operation of the City to ensure that services can be provided to residents.

Historically most residents commute out of the city for work, therefore there is a significant demand for new office space in Redondo Beach to allow residents to work where they live. With the tech industry jobs on the rise within the region, opportunities for new and expanded industries exist to provide residents with local employment opportunities.

Housing Element

The land use approach was heavily shaped by the mandates required by the State for new housing objectives. The City's 2021-2029 Housing Element outlines the City's requirements, and the requirements have been folded into the Land Use Plan (Figure 2.1) and Buildout Estimates (Table 2.2).

2.2.2 GENERAL APPROACH

The intent of the land use approach is to maintain the fundamental pattern of existing land uses in the City, preserve residential neighborhoods and commercial and industrial districts, and provide opportunities for enhancement and improvements through intensification or reuse within centers of community activity and identity.

Where and how new housing opportunities are provided in Redondo Beach is of particular importance to the City. Since Redondo Beach is a predominantly built-out city in a county with ongoing demand for new housing driven by State requirements, there is pressure to convert and/or integrate nonresidential uses with residential uses because of the high market value of land in the region. As housing demand increases and available land becomes more limited, it is anticipated that there will be an increasing trend toward higher-density residential development integrated within some nonresidential developments. Careful planning for the integration of these uses into the fabric of the City's existing nonresidential neighborhoods in proximity to existing and future transit centers will help to fulfill housing needs and maintain the small beach town character in Redondo Beach.

Through outreach and collaborative efforts to gain feedback from the community, a General Plan Advisory Committee (GPAC), the City's Planning Commission, City Council and other stakeholders (residents and the business community at public workshops), a vision statement and guiding principles were established. The goals, policies, and implementation measures contained in this element were developed with those in mind. They strive to maintain the City's existing urban patterns while allowing for desired enhancement in identified focus areas. In addition, the City's existing land use element provided guidance for some of the City's unique and special communities that continue to be important to the city's identity for preservation while allowing for desired changes in line with the community's vision forward.



Vision and Guiding Principles

The Vision and Guiding Principles outlined in the General Plan Introduction set the foundation for the goals and policies in this element and the overall approach to the way the City will evolve in the future.

Key Considerations

Through the community engagement process for this General Plan update, participants identified numerous land use considerations and values that are represented in the General Plan. The Redondo Beach of the future will be a city that :

- Has the opportunities of a large city combined with the charm, beauty and attitude of a small town.
- Celebrates an active and casual beach culture and a high quality of life of a seaside city.
- Maintains established neighborhoods and districts.
- Maintains a safe and family-friendly atmosphere.
- Promotes a healthy and sustainable environment.
- Provides a variety of housing that appeals to the life styles and affordability needs of residents.
- Embraces creativity, innovation, and technological advances to attract cutting edge industries.
- Reimagines and revitalizes its corridors, the waterfront, the regional mall, and all commercial and industrial sectors to create more quality jobs and unique destinations for residents, employers, and visitors.
- Adopts new modes of transportation—reducing reliance on personal automobiles.
- Connects our residents to regional employment centers and cultural destinations throughout the region via the Metro Green Line.
- Fosters meaningful civic engagement to ensure decisions related to the future of our community are informed, transparent and reflective of our citizens' views.

The City of Redondo Beach is predominantly built out with very few vacant sites available to accommodate future land use changes requiring the City to look at very select areas to accommodate new uses, many of which may have never been considered previously. As such, changes to the plan aimed to:

- Preserve established residential neighborhoods and principal commercial districts allowing for infill development and recycling of uses that are compatible with adjacent development.
- Maintain the fundamental pattern of existing land uses, preserving residential neighborhoods and commercial and industrial districts, while providing opportunities for intensification or reuse of focused areas of the City (Special Policy Areas, for example).
- Focus on reuse or repurpose of underutilized sites (transitioning retail properties), corridors, and areas located adjacent to the freeway and proposed (or planned) Metro station stops such as the North Tech District, Galleria and South Bay Marketplace.
- Target change in areas essential to satisfy the City's State-mandated obligation to demonstrate it could meet its Regional Housing Needs Allocation (RHNA) requirements for housing.

2.2.3 COMPONENTS OF THE LAND USE PLAN

The development, use, and distribution of land are critical to achieving our city's vision and adhering to our core values and guiding principles. As stewards of the land, the City must plan for uses and development that maintain and enhance a sustainable, healthy, and livable city; ensure equitable outcomes and land use distributions; protect and enhance our cultural and community assets; and provide opportunities for growth and prosperity that is compatible and integrated with our existing communities. Land is a finite and valuable resource, especially in Redondo Beach; its use dictates the city's economic and fiscal future.

The Land Use Plan consists of three primary components: the land use designations with intensities, the land use map, and the buildout totals associated with the map.

Land Use Designations and Map

The land use designations establish the types and intensity of land uses permitted in Redondo Beach. The land use map displays the pattern, distribution, and intensity of land use designations across the entire city, down to the parcel level. Table 2.1 outlines the definitions of each of the designations and Figure 2.1 shows the fundamental pattern of land use.

Buildout

Table 2.1 reflects the reasonable long-term buildout potential for housing units, nonresidential building square footage, and jobs that could be generated by the overarching growth strategy and the Land Use Plan (Figure 2.1).

While these estimates provide a tool to monitor growth in the City, the figures shown in Table 2.1 represent an informed but estimated projection of a future condition. The Land Use Element establishes the maximum buildout potential for housing units and nonresidential building square footage and also estimates the population and employment at buildout. It should be noted that

the maximum buildout is not a goal; it is simply a capacity analysis that identifies the maximum allowable development potential that could occur within the community over numerous decades. The actual development will likely vary in terms of location, mix of uses, and intensity.

The *Land Use Buildout Methodology*, Appendix A, details the assumptions and methodology used to generate the estimates in Table 2.1.

Table 2.1: General Plan Land Use Designations

Land Use Designation	Maximum Density/Intensity	Description
Residential*		
R-1	Up to and including 8.8 du/ac	Single-family residential uses
R-1-A	Up to and including 17.5 du/ac	Single-family residential uses
R-2	Up to and including 14.6 du/ac	Single-family residential uses, duplexes, townhomes, condominiums, apartments
R-3	Up to and including 17.5 du/ac	Single-family residential uses, duplexes, townhomes, condominiums, apartments
RMD	Up to and including 23.3 du/ac	Single-family residential uses, duplexes, townhomes, condominiums, apartments
RH	Up to and including 30 du/ac	Single-family residential uses, duplexes, townhomes, condominiums, apartments
RVH	A minimum of 20 du/ac up to and including 65 du/ac	Townhomes, condominiums, apartments
* Notes: 1) Existing commercial uses within residential land use districts shall be considered legally conforming.		
Commercial		
Neighborhood Commercial (CN)	FAR 0.50 FAR 1.50 for Artesia and Aviation Boulevards Special Policy Areas	Provides for commercial districts with uses that complement adjacent residential neighborhoods. Allowed uses include retail, restaurants, personal services, office, hotel*, kenneling*, and similar uses. The intent of this designation is to provide goods and services that meet the needs of residents and businesses Buildings in the CN districts should front the street with rear, alley loaded parking where feasible. Where CN designations contain existing residential uses, they shall be allowed to remain and shall be considered conforming; however, no new residential units are permitted Maximum FAR 0.50 (except for the Artesia and Aviation Boulevards Special Policy Areas, where the Maximum FAR is 1.50) *Conditionally permitted subject to zoning code
Coastal Commercial (CC)	Per Redondo Beach Local Coastal Program (LCP)	Provides for coastal and recreation-oriented commercial retail and service uses as identified in the City's LCP.
C-1	FAR 0.35	Retail commercial, eating and drinking establishments, household goods, food sales, drugstores, building materials and supplies, professional offices, personal services, cultural facilities, and similar uses
C-2	FAR 0.50	Same uses as C-1 and movie theaters, and overnight accommodations; except Riviera Village where no "footprint" exceeding 30,000 sq. ft. is permitted for a single use for food sales, retail goods, or other large volume uses
C-3	FAR 0.70	Same uses as C-2
C-4	FAR 1.00	Same uses as C-2

Table 2.1: General Plan Land Use Designations

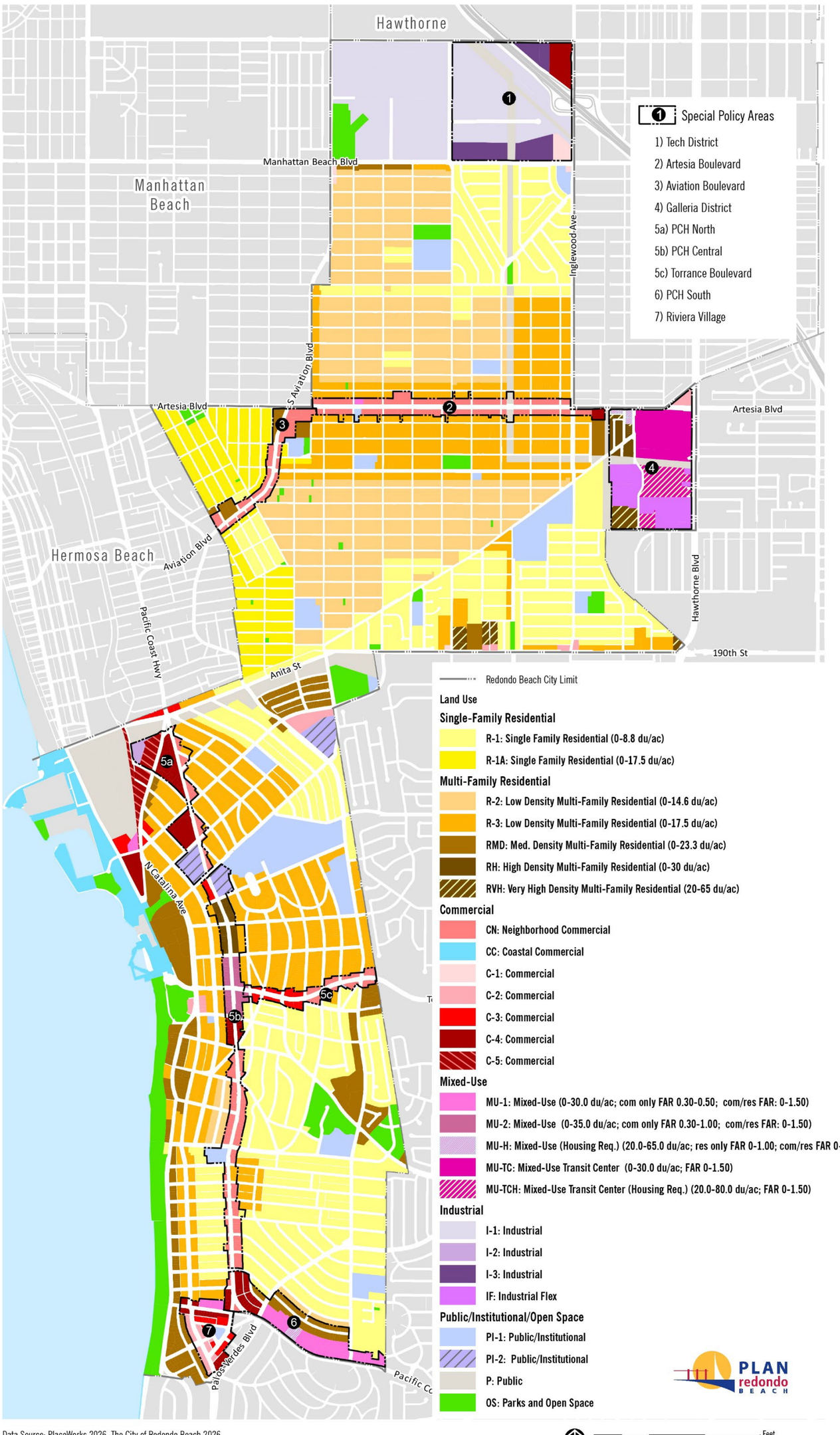
Land Use Designation	Maximum Density/Intensity	Description
C-5	a. FAR 0.70 b. FAR 0.70 c. FAR 1.00 d. FAR 1.50 e. N/A	a. Retail commercial, personal and business services, professional offices, household supply and furnishings, eating and drinking establishments, drug stores, entertainment, automobile related sales, car wash, and similar uses. b. Automobile and marine related repair (west side of Catalina Avenue) c. Light industrial and wholesale uses (west side of Catalina Avenue) d. Storage and self-storage (west side of Catalina Avenue) e. Boat and recreational vehicle outdoor storage (west side of Catalina Avenue)
Mixed-Use		
Mixed-Use Transit Center (MU-TC)	Max. FAR 1.50 Up to and including 30 du/ac	Provides for an integrated mix of both community and regional serving commercial retail, service, office, entertainment, hotel and residential uses in close proximity to transit stations. Mixed-use transit center development should be of high quality and designed to be pedestrian-oriented and integrated with existing surrounding uses. This designation also allows for public uses such as libraries, parks, museums, and cultural facilities. Configurations include ground floor commercial with residential units on upper floors or stand-alone commercial, office and residential development. It is recommended that residential projects in this designation include an affordable component. Maximum FAR 1.50 and density up to and including 30 dwelling units per acre, density may increase consistent with state law for affordable units.
Mixed-Use Transit Center (Housing Required) (MU-TCH)	Max. FAR 1.50 A minimum of 20 du/ac up to and including 80 du/ac (50 percent of total floor area must be for residential use)	Provides for an integrated mix of residential with community and regional serving commercial retail, service, office, entertainment, and hotel uses in close proximity to transit stations. Mixed-use transit center development in the housing required areas shall require at least 50 percent of the total floor area to be designated for residential uses. Development in should be of high quality and designed to be pedestrian-oriented and integrated with existing surrounding uses. This designation also allows for public uses such as libraries, parks, museums, and cultural facilities. Configurations include ground floor commercial with residential units on upper floors, stand-alone commercial or office with residential development in a horizontal mixed use configuration, and exclusively residential projects. It is recommended that residential projects in this designation include an affordable component. Maximum FAR 1.50 with a minimum density of 20 dwelling units per acre up to and including a maximum density of 80 dwelling units per acre. Density may increase consistent with state law for affordable units.
Mixed-Use Low (MU-1)	Commercial Only: 0.50 FAR Commercial and Residential together:	Provides for an integrated mix of commercial retail, service, office, entertainment, and residential uses. Uses can be mixed in a vertical or horizontal configuration. Mixed-use development should be of high quality and designed to integrate with existing surrounding uses. Configurations include ground floor commercial

Table 2.1: General Plan Land Use Designations

Land Use Designation	Maximum Density/Intensity	Description
	Max. FAR 1.50 (all square footage exceeding 0.70 FAR must be for residential use) Up to and including 30 du/ac	with residential units on upper floors or standalone commercial or office development. This designation is intended to encourage pedestrian-oriented development that has a strong emphasis on creating a safe and attractive streetscape. It is recommended that residential projects in this designation include an affordable component. Maximum FAR 1.50 and density up to and including 30 dwelling units per acre, density may increase consistent with state law for affordable units.
Mixed-Use Medium Low (MU-2)	Commercial Only: 1.00 FAR Commercial and Residential together: Max. FAR 1.50 (all square footage exceeding 0.70 FAR must be for residential use) Up to and including 35 du/ac.	Provides for an integrated mix of commercial retail, service, office, entertainment, and residential uses in the City's activity centers. Uses can be mixed in a vertical or horizontal configuration. Mixed-use development should be of high quality, designed to integrate with existing surrounding uses. Configurations include ground floor commercial or office with residential units or office uses on upper floors or standalone commercial or office development. This designation is intended to encourage pedestrian-oriented environments that have a strong emphasis on creating a safe and attractive streetscape. It is recommended that residential projects in this designation include an affordable component. Maximum FAR 1.50 and density up to and including 35 dwelling units per acre, density may increase consistent with state law for affordable units.
Mixed-Use Housing Required (MU-H)	Residential Only: 1.5 FAR Commercial and Residential together: Max. FAR 1.50 (All square footage exceeding 0.75 FAR must be for residential use, 50 percent of total floor area must be for residential use) A minimum of 20 du/ac up to and including 65 du/ac	Provides for housing development to be integrated into the City's mixed use and commercial corridors by requiring housing development while also allowing for a mix of commercial retail, service, office, and entertainment uses. Exclusively residential projects and mixed use projects where at least 50 percent of the total floor area is for residential uses are allowed. Mixed use projects may be mixed in a vertical or horizontal configuration. Development should be of high quality and designed to integrate with existing surrounding uses. Configurations include ground floor commercial with residential units on upper floors, stand-alone commercial or office with residential development in a horizontal mixed use configuration, and exclusively residential projects. This designation is intended to encourage pedestrian-oriented development that has a strong emphasis on creating a safe and attractive streetscape. It is recommended that residential projects in this designation include an affordable component. Maximum FAR 1.50 and A minimum density of 20 dwelling units per acre up to and including a maximum density of 65 dwelling units per acre, density may increase consistent with state law for affordable units.
INDUSTRIAL		
I-1	FAR 1.00	Light industrial, research and development, "office park" facilities, manufacture of spacecraft and associated aerospace systems, supporting commercial uses (e.g., restaurants, banks, copiers, and similar uses), educational and governmental facilities, and day care centers.

Table 2.1: General Plan Land Use Designations

Land Use Designation	Maximum Density/Intensity	Description
I-2	FAR 1.00	Same uses as I-1
I-3	FAR 1.00	Same uses as I-1, and building material sales, furniture stores, vehicles sales and services, maintenance and repair services, restaurants, banks, photocopies, and similar uses.
Industrial Flex (IF)	FAR 1.00	Provides for an integrated mix of light industrial and commercial and/or office uses such as: commercial, research and development, incubator space, creative or technology-based businesses, offices, hotel, and supporting commercial uses. The overall character in this designation is intended to create a creative/tech incubator district with supporting uses.
Public/Institutional/Open Space		
Public/Institutional-(PI-1)	FAR subject to Planning Commission Design Review	Provides for governmental administrative and capital facilities, schools, libraries, hospitals and associated medical offices, public cultural facilities, and other public uses, ancillary parks, recreation and open spaces. Subject to Planning Commission Design Review (PCDR).
Public/Institutional-(PI-2)	FAR subject to Planning Commission Design Review	Same uses as PI-1 Subject to Planning Commission Design Review (PCDR).
Public (P)	FAR 0.10	Governmental administrative and capital facilities, parks, schools, libraries, hospitals and associated medical offices, public cultural facilities, public open space, utility easements, and other public uses.
Parks and Open Space (OS)	FAR 0.20	Provides for public open space, passive park uses, sports fields, active recreation uses, and coastal-related recreational activities as well as accompanying public facilities such as restrooms, picnic pavilions, parking facilities, and lifeguard towers. Maximum FAR 0.20.



Data Source: PlaceWorks 2026, The City of Redondo Beach 2026

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Table 2.2: Buildout Estimates

Land Use Designation	Maximum Density/Intensity[1]	Acres	% Total Acres	Dwelling Units[2]	ADUs[3]	Future Households[4]	Population[5]	Non-Res Bldg SQ FT[6]	Employment[7]
Single-Family Residential									
R-1: Single Family Residential	Up to and including 8.8 du/ac	746.8	18.8%	5,100	393	5,200	12,141	203,477	992
R-1A: Single Family Residential (Small Lot)	Up to and including 17.5 du/ac	121.7	3.1%	1,886	0	1,794	4,232	1,373	4
Multi-Family Residential									
R-2: Multifamily Residential	Up to and including 14.6 du/ac	471.9	11.9%	6,482	127	6,277	14,770	-	-
R-3: Multifamily Residential	Up to and including 17.5 du/ac	542.7	13.7%	11,051	97	10,596	24,969	281,241	1,028
RMD: Multifamily Residential	Up to and including 23.3 du/ac	146.0	3.7%	5,887	7	5,605	13,222	25,957	91
RH: Multifamily Residential	Up to and including 30.0 du/ac	13.4	0.3%	396	-	377	889	69,374	315
RVH: Multifamily Residential	A minimum of 20 du/ac up to and including 65 du/ac	14.8	0.4%	964	-	917	2,164	14,036	23
Mixed Use									
MU-1: Mixed-Use	Commercial Only: 0.50 FAR // Commercial and Residential together: Max. FAR 1.50 (all square footage exceeding 0.70 FAR must be for residential use). Up to and including 30 du/ac.	22.6	0.6%	701	-	666	1,572	537,906	1,076
MU-2: Mixed-Use	Commercial Only: 1.00 FAR // Commercial and Residential together: Max. FAR 1.50 (all square footage exceeding 0.70 FAR must be for residential use). Up to and including 35 du/ac.	9.1	0.2%	321	-	305	720	278,678	557
MU-H: Mixed-Use (Housing Required)	Residential Only: 1.50 FAR // Commercial and Residential together: Max. FAR 1.50 (all square footage exceeding 0.75 FAR must be for residential use, 50 percent of total floor area must be for residential use). A minimum of 20 du/ac up to and including 65 du/ac.	3.5	0.1%	225	-	214	504	112,901	108
MU-TC: Mixed-Use Transit Center	Max. FAR 1.50 // Up to and including 30 du/ac.	29.8	0.8%	700	-	666	1,571	1,293,144	2,586
MU-TCH: Mixed-Use Transit Center (Housing Required)	Max. FAR 1.50 // A minimum of 20 du/ac up to and including 80 du/ac. (50 percent of total floor area must be for residential use).	17.2	0.4%	1,380	-	1,312	3,096	563,407	1,127
Commercial									
CN: Neighborhood Commercial	FAR 0.50	33.5	0.8%	205[2]	-	195	460	676,891	1,934
CN (Artesia & Aviation Blvd SPA): Neighborhood Commercial	FAR 1.50 in Artesia and Aviation Blvd. Special Policy Areas	47.4	1.2%	58[2]	-	55	130	2,052,851	5,903
C-1: Commercial	FAR 0.35	6.2	0.2%	-	-	-	-	88,349	252
C-2: Commercial	FAR 0.50	17.1	0.4%	-	-	-	-	301,061	907
C-3: Commercial	FAR 0.70	16.4	0.4%	1[2]	-	1	2	395,562	1,173
C-4: Commercial	FAR 1.00	47.3	1.2%	17[2]	-	16	38	1,289,816	3,685
C-5: Commercial	Varies (Max FAR 1.50)[1]	12.2	0.3%	-	-	-	-	292,293	835
CC: Coastal Commercial	Per Harbor/Civic Center Specific Plan and LCP	55.0	1.4%	229[2]	-	218	514	256,639	700
Industrial									
I-1: Industrial	FAR 1.00	206.0	5.2%	-	-	-	-	6,925,087	8,742
I-2: Industrial	FAR 1.00	2.6	0.1%	-	-	-	-	114,929	192
I-3: Industrial	FAR 1.00	25.6	0.6%	-	-	-	-	835,611	1,393
IF: Industrial Flex	FAR 1.00	29.4	0.7%	-	-	-	-	961,596	2,747
Public / Open Space									
PI-1 & PI-2: Public/Institutional	PI-1: FAR 0.75 // PI-2: FAR 1.25	170.7	4.3%	253[2]	-	253	436	324,153	1,621
P: Public	FAR 0.10	131.5	3.3%	-	-	-	-	212,577	17
OS: Parks and Open Space	FAR 0.20	146.2	3.7%	-	-	-	-	-	59
ROW: Right of Way	-	886.4	22.3%	-	-	-	-	-	-
TOTAL		**3,973.0**	**100.0%**	**35,855**	**624**	**34,666**	**81,430**	**18,108,910**	**38,068**

1. In some cases land uses were assumed to buildout to their maximum potential and in other cases they were assumed at a lower density or intensity base on local trends. Appendix A, General Plan Buildout Methodology provides more information related to specific assumptions. The maximum FAR allowed in C-5 varies by proposed use consistent with Table 2.1 General Plan Land Use Designations.
2. Commercial designations with projected housing units reflect parcels with existing homes that are projected to remain and project home key. Projected housing units in the Public/Institutional designation include assisted living facilities.
3. ADU stands for Accessory Dwelling Units
4. Households represent occupied dwelling units. Dwelling units are estimated to have a 95 percent occupancy rate, while ADUs are estimated to have an 86 percent occupancy rate.
5. Population is estimated by persons per household. Dwelling units are estimated to have 2.36 persons per household, while ADU are estimated to have 1.98 persons per ADU household.
6. Residential designations with projected non-residential building square footage reflect properties where existing institutional and commercial land uses are not projected to convert to a residential use by 2050. Residential uses, Parking structures, and other ancillary uses are not included in non-residential building square footage.
7. See Appendix A, General Plan Buildout Methodology for employment generation rates.

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GOAL LU-1 BALANCE

A sustainable community with a range of land uses that meet the diverse needs of Redondo Beach residents, offer a variety of employment, commercial, recreational, and housing opportunities that make it possible for people of all ages and abilities to live, work, recreate, and maintain a high quality of life in Redondo Beach.

Policy LU-1.1 **Balanced Land Use Pattern.** Preserve existing residential neighborhoods, while balancing development trends and state mandates, and provide for enhancement of focused planning areas to improve community activity and identity.

Policy LU -1.2 **Inclusivity**. Provide for a mix of land uses to create a complete community where residents of all ages and abilities, employers, workers, and visitors have a broad range of choices of where they can live, work, shop and recreate within Redondo Beach.

Policy LU -1.3 **Diversity of Housing.** Collaborate with residents, housing providers and the development community to provide housing opportunities for every stage of life, and to plan for a variety of housing types and price points to support the local workforce and foster a balanced community.

Policy LU -1.4 **Jobs-Housing Balance.** Create a place to live and a place to work that seeks to match its residents to jobs and promotes a workforce/ jobs balance.

Policy LU -1.5 **Education and Life-Long Learning.** Sustain and support a quality educational system for all ages and career paths, including coordination of new development with the provision of adequate schools. Also work with local partners, including but not limited to the Redondo Beach Unified School District (RBUSD), who provide life-long learning opportunities to ensure that the City's residents and workforce have access to education at all stages of life.

Policy LU -1.6 **Housing Incentives.** Allow for lot consolidation on Housing Element sites and Incentivize quality infill residential development that provides a diversity of housing types and accommodates all income levels and age groups.

Policy LU-1.7 **Homeownership Opportunities.** Support innovative development policies to expand homeownership opportunities at all income levels.

Policy LU-1.8 **Housing Affordability.** Protect existing affordable units from being converted into market rate housing or other uses.

Policy LU -1.9 **Employment Opportunities.** Provide a broad spectrum of land uses and development that offer employment opportunities for current and future Redondo Beach residents.

Policy LU -1.10 **Transit Oriented Development.** Encourage job centers with a potential affordable workforce housing component in close proximity (within ¼ mile) to the bus transit center and current and future light rail stations.



Required Parkland Standard

See also the Open Space and Conservation Element, (Policy OS-1.1) that requires a minimum park acreage standard of 3 acres of parkland per 1,000 residents with the intent to aspire to 5 acres per 1,000 residents.

Policy LU -1.11 **Creation And Distribution of Parkland.** Promote the creation of new open space and community serving amenities throughout Redondo Beach to achieve minimum parkland standards and to keep pace with the increase in multi-unit housing development. This policy includes specific prioritization of opportunities at the current power plant site and powerline right of ways. Additionally, the City will prioritize opportunities for parkland expansion in park-deficient areas.

Policy LU -1.12 **Coastal Community.** Provide land uses which reflect and capitalize on the City's location along the Southern California coastline. Accommodate coastal-related recreation and commercial uses which serve the needs of residents and visitors and are attractive and compatible with adjacent residential neighborhoods and commercial districts.

Policy LU -1.13 **Public and Institutional Uses.** Provide for the continuation of existing and expansion of governmental administrative and capital facilities, schools, libraries, hospitals and associated medical offices, public cultural facilities, and other public uses, ancillary parks, recreation and open spaces and other public land uses and facilities to support the existing and future population and development of the City.

Policy LU -1.14 **Existing Commercial Uses in Residential Designations.** Allow for the continuation neighborhood serving business and institutional uses currently existing in residential designations. Incentivize investment in, and improvements to, these uses, including maintenance, remodels or potential building additions.

GOAL LU-2 IDENTITY

A dynamic, progressive city containing self-sufficient, health-oriented, neighborhoods and commercial districts that foster a positive sense of identity and belonging among residents, visitors, and businesses.

Policy LU -2.1 **Beach Culture.** Ensure that new development and reuse projects protect existing Redondo Beach culture and identity and preserve and recognize unique neighborhoods and areas as the building blocks and character defining elements of the community.

Policy LU -2.2 **Design Quality.** Establish the expectation that new projects will exhibit a high level of design quality that is sensitive to and compatible with its adjacent neighborhoods and results in public spaces, outdoor dining, streetscapes, and developments that are attractive, safe, functional, distinct, and respectful of the architectural history of Redondo.

Policy LU -2.3 **Context-sensitive Development.** Design new projects to be compatible with adjacent residential structures and other areas designated for other categories of use provided that no substantial adverse impacts will occur.

Policy LU -2.4 **City Image.** Encourage land uses, development projects (public and private), and public art installations that promote the city's image, identity, and history as a cultural, governmental, and business-friendly regional center.

Policy LU-2.5 **Unique gateways.** Celebrate the unique gateways to Redondo Beach by enhancing them with landscape treatments, signage, art or specialized roadway treatments.

Policy LU-2.6 **Unique architectural design.** Encourage the use of unique architectural features, facades, and outdoor spaces within Special Policy Areas to create distinctive districts in Redondo Beach.

Policy LU-2.7 **Streetscape enhancements.** Facilitate streetscape improvements, add pedestrian amenities that attract new uses, and revitalize the corridors.

Policy LU-2.8 **Pedestrian access.** For new development, encourage pedestrian access and create strong building entries that are primarily oriented to the street.

GOAL LU-3 COMPATIBILITY

Preserve and improve the character and integrity of existing neighborhoods and districts.

Policy LU-3.1 **Compatible Uses.** Foster compatibility between land uses to enhance livability and promote healthy lifestyles.

Policy LU-3.2 **Context-Aware and Appropriate Building Design.** We require appropriate building and site design that complements existing development and provides appropriate transitions and connections between adjacent uses to ensure compatibility of scale, maintain an appropriate level of privacy for each use, and minimize potential conflicts. For mixed-use (commercial and residential) require structures be designed to mitigate potential conflicts between the commercial and residential uses and provide adequate amenities for residential occupants.

Policy LU-3.3 **Neighborhood Buffers.** Encourage all commercial property owners bordering residential areas to mitigate impacts and use appropriate landscaping and buffering of residential neighborhoods, while considering the potential to provide access in the form of pass-throughs between the commercial corridors and adjacent residential neighborhoods.

Policy LU-3.4 **Industrial Impacts.** Mitigate the impacts that industrial and other non-residential uses which use, store, produce, or transport toxics, generate unacceptable levels of noise, air emissions, or contribute other pollutants have on the surrounding community.

Policy LU-3.5 **Quality Design.** Ensure new single and multi-family residential projects are consistent with the provisions outlined in City's Objective Residential Standards and non-residential development along Artesia and Aviation Blvds. is consistent with the design guidance and policies within the AACAP.

Policy LU -3.6 **Active Transportation.** Invest in active transportation connectivity between commercial corridors/job centers and residential neighborhoods to encourage healthy lifestyles.

Residential Design Guidelines (RDG) are now Objective Residential Standards (ORS)

The City initiated (2022) an update to its Residential Design Guidelines in response to State mandates to address housing affordability and streamlined processes for residential projects. RDG's now ORS's seek to: achieve locally compatible design through objective design standards; eliminate uncertainties for residential applicants by removing subjectivity; and encourage better rojects by providing clear illustrative design guidance in the standards.

Policy LU-3.7 **Access to Transit.** Support the location of transit stations and enhanced stops near the Galleria (along Hawthorne Boulevard) and North Tech District to facilitate and take advantage of transit service, reduce vehicle trips and allow residents without private vehicles to access services.

Policy LU-3.8 **Corridor Connectivity.** Recognize corridors as important cross-town thoroughfares that connect Redondo Beach, serve as transitions between neighborhoods, provide opportunities for local/neighborhood-serving retail and balance the needs of multiple transportation modes. Consider mid-block pass through between parking areas within the corridors and between the corridors and adjacent residential neighborhoods. Specifically target power line and transportation rights of way as pedestrian and bicycle corridors to connect amenities across the city and in nearby communities. Work with neighboring communities to integrate and connect these pedestrian and bicycle corridors across city boundaries.

Policy LU -3.9 **Adequate Infrastructure.** Evaluate individual new development proposals to determine if the proposals are consistent with the General Plan and the existing and planned capacities of public facilities and infrastructure improvements. Where appropriate, require developers to pay the cost of studies needed to determine infrastructure capacity in conjunction with a proposed project and if there is a rational nexus that project impacts require additional capacity or upgrades of impacted infrastructure, require the physical improvements or their fair share contribution of necessary infrastructure.

Policy LU-3.10 **Utility Corridors.** Develop plans and programs for the reuse of infrastructure and utility properties and easements as they are currently managed and should they no longer be required for their currently intended primary use and operations. In particular, the City shall target these corridors to provide active and passive uses and recreational amenities including bicycle and pedestrian paths to create connectivity to city-wide amenities and amenities located in neighboring cities.

Policy LU-3.11 **Civic engagement**. Increase the amount and quality of community engagement throughout the planning, development, and operation of our developments throughout the city's varied communities.



Open Space and Conservation and Circulation Elements

Additional policies related to new open space opportunities and connectivity can be found in the Open Space and Conservation and Circulation Elements. Policies in these sections explore connectivity to amenities as well as the different types of connections (i.e. pedestrian, bicycle, transit) that should be explored.

GOAL LU-4 HEALTH AND VITALITY

A vibrant community that supports the healthy and active lifestyles of residents and visitors

Policy LU-4.1 **Quality of Life and Livability.** Create an active, health-oriented community, that benefits from outdoor amenities and activities residents and visitors can enjoy due to the proximity to the coast.

Policy LU-4.2 **Health and Land Use.** Seek to incorporate health considerations into land use planning decisions in a manner that improves health and well-being.

Policy LU -4.3 **Coastal Amenities.** Promote and enhance the City's coastal amenities such as its beaches, King Harbor and the Redondo Beach Pier that serve as landmarks and

distinguishing features unique to the city and also provide coastal access and coastal recreational opportunities for the community at large.

Policy LU-4.4 **New Open Space and Parkland Opportunities.** Preserve, invest in, and expand open space and parkland opportunities for active and passive recreational public and private open spaces. Work with future developments along commercial corridors and other nonresidential developments to create useable public open spaces to enhance the commercial neighborhood experience for residents and visitors alike.

Policy LU-4.5 **Increased Physical Activity.** Establish new opportunities for outdoor and indoor recreation as part of a comprehensive, integrated, and interconnected network of spaces and facilities, with a focus on underserved areas.

Policy LU-4.6 **Connectivity**. Facilitate bicycling and pedestrian linkages to parks, beaches, tourist destinations, recreational amenities, open spaces and parks, and commercial destinations via the City's street, pedestrian, bicycle, and transit networks in a way that is visually appealing and safe to encourage local residents and visitors to minimize the use of automobiles. Focus on expanding connectivity through the addition of pedestrian and bike paths on public utility and transportation rights of way. Create additional mid block connections (pass throughs) from adjacent residential neighborhoods into commercial corridors and create connections between adjacent commercial businesses.

Policy LU-4.7 **Health Partnerships.** Build and maintain partnerships with the, health care providers, health promoting non-profits and community-based organizations to evaluate and implement land use projects in a manner that improves community health.

Policy LU-4.8 **Health and the Built Environment.** Look for opportunities to map and analyze the equal distribution of parks, open space and recreational activities to encourage physical activity and to ensure that people have equitable access to parks and open spaces within walking or biking distances.

GOAL LU-5 ENVIRONMENTAL SUSTAINABILITY

An environmentally aware community that utilizes tools, strategies and approaches that protect and minimizes the impacts to the City's environmental resources.

Policy LU-5.1 **Environmental Sustainability**. Ensure that new development is sensitive to the City's stewardship of the environment. Provide measures to minimize the impacts of future development on air quality, runoff, water use, trash generation (and its impacts on the ocean), noise, and traffic (including things such as exhaust generated from underperforming intersections.

Policy LU-5.2 **Conservation and Re-use Strategy.** Promote the use of water conservation and re-use as a strategy to lower the cost, minimize energy consumption, and maximize the overall efficiency and capacity of public and private water systems. Encourage the installation of water storage, rain catchment and graywater



Energy and Water Use

Policies related to energy and water use can be found in the Open Space and Conservation Element.

systems to support domestic and outdoor water needs. Avoid water reuse that could adversely affect the quality of groundwater or surface water.

Policy LU-5.3 **Renewable Energy Facilities.** To reduce or avoid conflicts, communicate and collaborate with affected ocean users, coastal residents and businesses, and applicants seeking state or federal authorization for the siting, development, and operation of renewable energy facilities.

Policy LU-5.4 **Reclamation.** Require renewable energy facility operators to restore the natural characteristics of a site when a project is decommissioned and removed.

Policy LU-5.5 **Reduce Air Pollution.** Require the siting of new industrial and sensitive land uses to follow buffer distances, to the extent feasible, recommended in the California Air Resource Board's *Air Quality and Land Use Handbook.*

Policy LU5.6 **Reduce Greenhouse Gas Emissions.** Apply the strategies and approaches identified in the City's Climate Action Plan to help reduce Greenhouse Gas Emissions.

Policy LU5.7 **Preserve and Expand Native Habitat and Encourage Use of Native Plants for Landscaping.** Continue to support the expansion of native bluff habitat along the waterfront. Continue to support reestablishment of native habitat in Wilderness Park. Continue to pursue wetlands and native habitat restoration at the power plant site and the adjacent powerline corridor. Ensure connectivity of native habitat, particularly habitat for the endangered El Segundo blue butterfly, with Torrance and Hermosa Beach. Redefine city plant and tree palettes to prioritize native plants. Apply the strategies and approaches to fund and incentivize expansion of native habitat and plants throughout the city on both public and private property.

Policy LU5.8 **Expand Urban Forest.** Develop a specific urban forest policy and related ordinances to ensure net expansion of tree canopy in the city. Define a tree palette that prioritizes use of native trees and shrubbery.

Policy LU5.9 **Stormwater Recapture.** Prioritize bioswales and other strategies to recapture storm water and infiltrate it in the aquifer. Develop policies and ordinance that requires the implementation of bioswales and similar strategies such as permeable surfaces to capture and infiltrate storm water from streets and development.



Redondo Beach Climate Action Plan

Adopted in 2017, the City of Redondo Beach, in cooperation with the South Bay Cities Council of Governments, developed a Climate Action Plan (CAP) to reduce Greenhouse Gas (GHG) emissions within the city. The City's CAP serves as a guide for action by setting GHG emission reduction goals and establishing strategies and policies to achieve desired outcomes over the next 20 years. Strategies address land use and transportation, energy efficiency, solid waste, urban greening, and energy generation and storage.



Native Habitat

See also the Open Space and Conservation Element policies that address the reintroduction of native habitats in utility rights-of-way and encourage the City's collaboration with other agencies to achieve this.

GOAL LU-6 ECONOMIC SUSTAINABILITY

A financially healthy city with a balanced mix of land uses and special funding and financing districts that increase resources to invest in public facilities and services.

Policy LU-6.1 **Responsible Development.** Pursue responsible economic development opportunities that balance the needs of residents and businesses investing in our community, and are fiscally sustainable.

Policy LU-6.2 **Prioritized Uses.** Prioritize attraction of jobs generating office, institutional, and tech jobs in areas outside of the Coastal Zone. In Coastal Zone areas, prioritize visitor serving uses.

Policy LU-6.3 **Business Incubator.** Develop and implement land use strategies that facilitate the creation and development of new businesses, capture of current businesses searching for new facilities, and retention of existing businesses in Redondo Beach. Specifically target businesses and uses that would reduce the workforce/jobs imbalance. Identify and take advantage of new business trends in surrounding communities.

Policy LU-6.4 **Rehabilitate Properties**. Promote rehabilitation of properties and encourage increased levels of capital investment to create a safe and attractive environment.

Policy LU-6.5 **Tourism.** Support opportunities for coastal tourism and events such as concerts and music festivals on the beach, and athletic competitions such as ocean swimming events and 10K runs that can draw additional visitors and infuse outside investment into Redondo Beach.

Policy LU-6.6 **Hospitality Uses.** Encourage expansion of the range and location of available lodging for both tourist and business visitors.

Policy LU-6.7 **Service Industry Support.** Identify opportunities to improve the availability of affordable housing and accessible transportation options for service workers that support the City's hospitality and tourism trades.

Policy LU-6.8 **Retail Goods and Services.** Ensure a mix of retail businesses that provide the full continuum of goods and services for the community, and attract a regional customer base to generate revenue for the City.

Policy LU-6.9 **Desired Development**. Establish, review, and update standards as necessary to ensure desired development in *Special Policy Areas* is economically viable, reflects community desires, addresses Redondo Beach's jobs/workforce imbalance, and maintains or enhances the fiscal well-being of the City.

Policy LU-6.10 **Cost And Benefit Of Development.** Balance the benefits of development with its fiscal impacts on the city and on quality of life for the community.

Policy LU -6.11 **Fair Share of Costs.** Require that new development pay its pro rata share of the costs of services and/or infrastructure required to support that development.

Policy LU-6.12 **Business Retention and Expansion.** Continuously improve two-way communication with the Redondo Beach business community and emphasize customer service to existing businesses, entrepreneurial enterprises, and desired types of uses.

Policy LU-6.13 **Socioeconomic Trends.** Continuously monitor, plan for, and respond to changing socioeconomic trends.

Policy LU-6.14 **Development Projects.** Require new development and redevelopment to create unique, high-quality places that add value to and are complimentary with the community.

Policy LU-6.15 **Development Review.** Require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional and sustainable places that will compete well with their competition within the region.

Policy LU-6.16 **Protection of Investment.** Require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.

Policy LU-6.17 **Private Maintenance.** Require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.

Policy LU-6.18 **Impact Fees.** Require new development to pay its proportionate share of the cost of providing and/or upgrading public facilities and services impacted by new development through impact fees.

Policy LU-6.19 **Assessment Districts.** Encourage the use of special assessments as a way to address public improvements (i.e., parks, undergrounding utilities, landscape, lighting, signage, street furniture, or other public improvements) in concert with new development.

Policy LU-6.20 **Prioritize Institutional Uses.** Develop a program to attract new institutional uses in close proximity to Redondo business districts. The goal is to develop a weekday customer base for local businesses while developing the city reputation as a high tech center and incubator for coastal Los Angeles County.

Policy LU-6.21 **Job centers, corporate campuses, and transit oriented job centers.** Address jobs/workforce imbalance by creating opportunities and an environment that attracts new high end business campuses and job centers, thus reducing the number of Redondo Beach workforce population who commute to other cities to work and providing weekday customers to frequent Redondo Beach business corridors.

Policy LU-6.22 **Home Based Businesses.** Encourage and incentivize the creation of new home-based businesses to support job creation in the City and to help reduces commuter trips in and out of the City.

GOAL LU-7 HISTORIC PRESERVATION

Historic buildings, streets, landscapes and neighborhoods, as well as the story of Redondo Beach's people, businesses, and social and community organizations, are preserved and serve as a point of civic pride and identity for the community.

Policy LU-7.1 **Historic landmarks and districts.** Encourage the voluntary designation of potentially historic resources as landmarks or historic districts.

Policy LU-7.2 **Protect designated landmarks and districts.** Continue to use the Certificate of Appropriateness process for reviewing applications to demolish or alter designated landmarks and for projects within designated historic districts.

Policy LU-7.3 **Public and institutional facilitie**s. Consider the designation of potentially historic public or institutional resources under threat of demolition or deterioration.

Policy LU-7.4 **Adaptive reuse and sustainable development.** Promote historic preservation as sustainable development and encourage adaptive reuse of historic or older properties.

Policy LU-7.5 **Historic resources as cultural tourism.** Promote historic places and cultural tourism as an economic development strategy.

Policy LU-7.6 **History and cultural heritage.** Support and encourage efforts to document and share the cultural heritage and history of Redondo Beach.

Policy LU-7.7 **Culturally inclusive planning.** Ensure that historic preservation planning is culturally inclusive and reflective of the unique background and diversity of neighborhoods in the city.

Policy LU-7.8 **Incentives and technical assistance.** Provide assistance to owners of potentially eligible and designated historic properties with tools and incentives to maintain historic resources. Consider providing restoration assistance to owners of historic sites and/or structures in return for agreements or deed restrictions prohibiting their destruction or alteration inconsistent with their historic character. Continue to provide Mills Act Agreements to owners of historic sites to maintain, rehabilitate, and preserve the character defining features of historic properties.

Policy LU-7.9 **Salvage architectural features or materials.** Encourage the preservation or reuse of historic architectural features on site or within the community.

2.3 Special Policy Areas

The Land Use Element has identified seven areas of the City that warrant special policy direction due to the special role they play in the City either as a gateway, corridor, district or activity center. The purpose of identifying these areas is to create additional policy direction to preserve or enhance the special character of these areas. The following sections provide unique guidance for the following areas:

- North Redondo Tech District (SPA-1)
- Artesia Boulevard (SPA-2)
- Aviation Boulevard (SPA-3)
- Galleria (SPA-4)
- North PCH (SPA-5a)
- Central PCH (SPA-5b)
- Torrance Boulevard (SPA-5c)
- South PCH (SPA-6)
- Riviera Village (SP-7)



A Note on AES and the Waterfront

King Harbor, the historic "endless" pier, and the historic Old Salt Lake wetlands make Redondo Beach unique amongst the South Bay Beach Cities. We enjoy the only harbor in the 26 miles of coastline between Marina Del Rey and LA Harbor. Our historic "endless" or "horseshoe" pier is unique on the California coast.

At the time of the General Plan update, it was uncertain what potential land use changes at the Waterfront and existing AES site should be discussed, if any. As a result, and consistent with the direction provided in the Open Space and Conservation Element, no land use changes to either area are proposed at this time and the City will maintain the current zoning standards for each location. This is also the reason that neither site was identified in the Land Use Element as a Special Policy Area during the current update. On December 31, 2023, AES officially closed the generating station, which operated for more than 100 years in Redondo Beach.



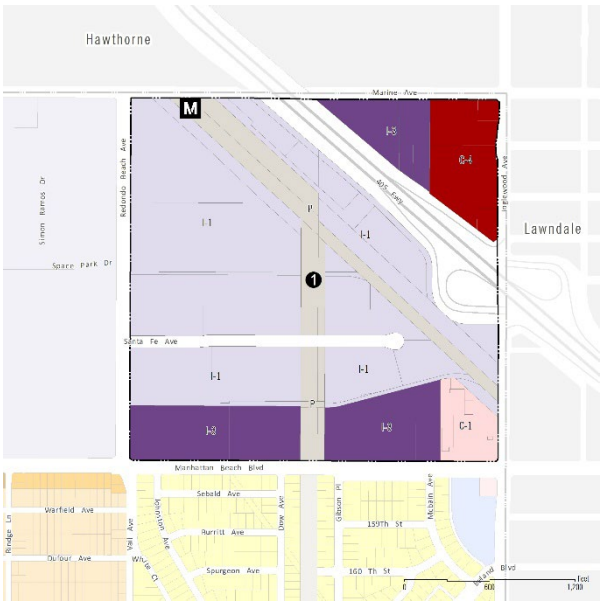
Source: Daily Breeze

In the future, both AES and the Waterfront will require special focused planning efforts associated with any proposed redevelopment of the sites, particularly in light of the permanent shut down of the power plant. In addition, the City will continue to maintain communications with property owners, and in the case of AES, state energy regulators, regarding the status of activities related to both sites. When timing is appropriate, the City will identify a strategy and process for reuse or preservation of each area.

NORTH REDONDO TECH DISTRICT (SPA-1)

Home to some of the City's largest employers, the North Redondo Tech District is envisioned as a transit-oriented employment-generating industrial center of innovation in a campus-like atmosphere that also incorporates supportive retail and hospitality uses adjacent to the freeway.

The Green Line Transit Station at Marine Avenue (at the northern edge of this SPA) provides a connection to a growing regional light rail network that is planned to be extended further south adjacent to the Galleria and onto a terminus near Torrance City Hall. The City of Redondo Beach supports locating any extension of the metro line within the Hawthorne Boulevard right-of-way.



Policy Direction

Goal. A thriving jobs center of innovation that has regional transit connectivity.

- **Jobs Center.** Maintain existing employers and attract new innovative industrial, technology, manufacturing and commercial uses to bolster the jobs available to local residents.
- **Retail Nodes.** Create commercial nodes at key intersections and adjacent to the freeway to provide retail uses that are complementary to the jobs generating uses in the area.

North Redondo Jobs Generators

Northrop Grumman is a global aerospace, defense and security company located in Redondo Beach that provides support to the U.S. government, principally the Department of Defense and intelligence community.

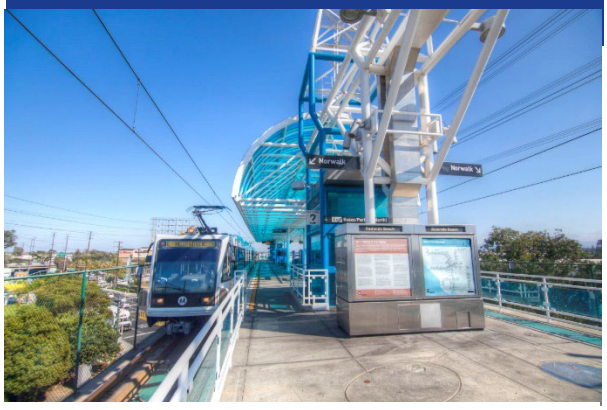


Photo: CivicCouch.com

ARTESIA BOULEVARD (SPA-2)

The Artesia Corridor will be the "Main Street" of North Redondo, providing an identifiable, safe, attractive, and inviting place to serve residents' and visitors' unique needs, while also fostering prosperous small businesses. As the primary corridor that serves North Redondo, the uses in this area are predominantly commercial. Existing residential uses may remain, but no new residential or mixed-use (residential over retail) development will be permitted along the corridor. Artesia Boulevard corridor allows up to 1.50 FAR within the AACAP. Prioritization of uses on Artesia Boulevard are envisioned as:

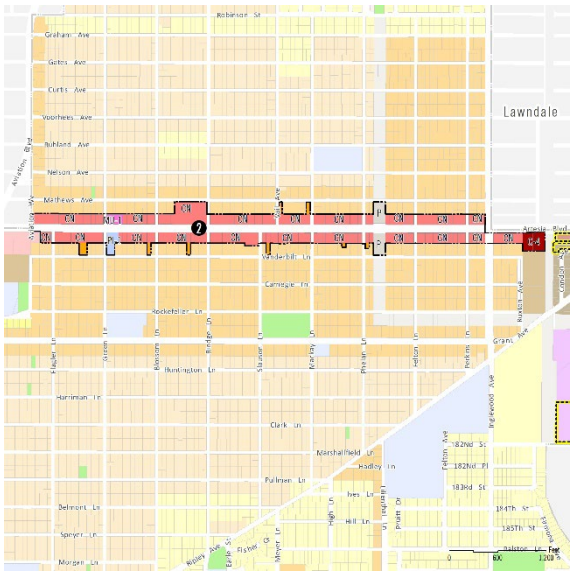
West End - Aviation Boulevard to SCE Easement. A mix of retail and office with an emphasis on restaurant with outdoor dining (should be priority).

East End - SCE Easement toward Galleria. Office uses will be strongly encouraged and prioritized in this segment to help transition auto-oriented uses from the Galleria to pedestrian-oriented (neighborhood serving) uses along Artesia.

Policy Direction

Goal: An active and revitalized corridor that serves at the "main street" of North Redondo through the thoughtful implementation of placemaking, mobility, parking, land use and economic development strategies. The reorientation from commuter-serving to serving and supporting the adjacent and surrounding residential neighborhoods.

- **Mix of Uses.** Attract and retain a mix of retail, restaurant and office businesses that serve the community (adjacent residential neighborhoods) and attract visitors.
- **Placemaking.** Activate, reenergize and revitalize the corridor through thoughtful placemaking efforts that create active streetscapes and enjoyable pedestrian experiences with creative public spaces, outdoor dining, landscaping, and an active public arts program.
- **Connected Identity.** Identify storefront, sidewalk, signage, façade improvements, and public art to create a defined and connected design character along the corridor. Identify the gateways into the Artesia corridor and transition and connect the corridor to the Galleria at South Bay (Social District).
- **Increased Access.** Enhance walking, bicycle and transit access, with improved bus shelters and recessed access points, to the area to provide improved access, and when feasible, mid-block pass throughs, to local residents in adjacent neighborhoods by improving connectivity and the travel experience through the corridor with safer, more convenient facilities.



Artesia & Aviation Corridors Area Plan (AACAP)

The City adopted the Artesia & Aviation Corridors Area Plan (AACAP), on December 8, 2021, that further details the programs and design guidelines to guide future development along Artesia and Aviation Boulevards, including architectural and streetscape design guidelines, parking strategies, options for new bike lanes, public art programs and outdoor dining strategies. The document serves as a series of actionable "next steps" that the City is pursuing to stimulate economic investment and activity in the corridor.

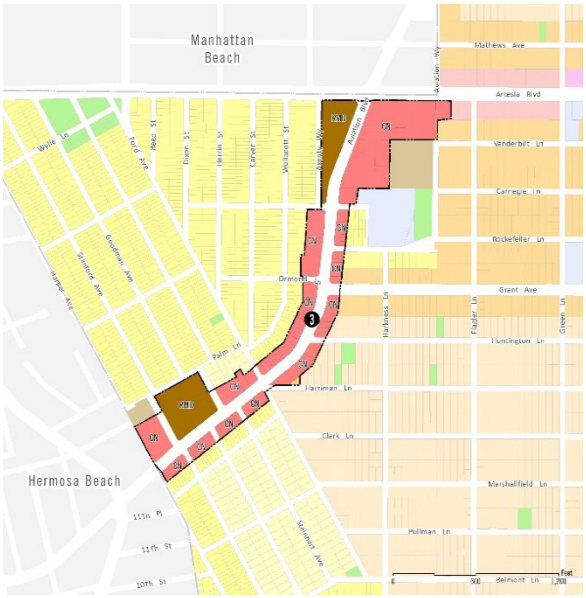


- **Parking.** Integrate creative parking solutions including shared parking, parking structures, flexible parking development standards, elimination of required parking, and other strategies to incentivize investment and remove impediments in the corridor. Encourage pedestrian access between currently separated onsite parking lots.
- **Economic development.** Facilitate and encourage redevelopment and reinvestment in private property through activities such as expedited permitting, flexible development standards for targeted uses, low-cost loans, or establishment of a Business/Parking Improvement District.

AVIATION BOULEVARD (SPA-3)

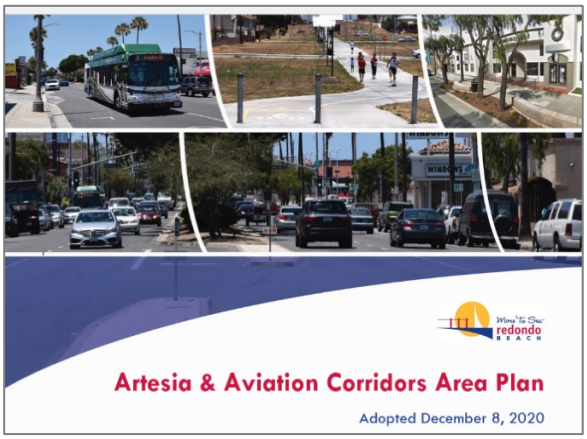
Aviation Boulevard includes a mix of unique and varied small businesses that provide service, office, retail, and restaurant uses. It is connected to the Artesia Corridor (separated by a neighborhood commercial shopping center at the intersection of Aviation and Artesia Boulevards) and contains two medium density multi-family (RMD) areas fronting the corridor: one at the corner of Artesia Boulevard and the other between Goodman and Stanford Avenues.

As part of the Artesia & Aviation Corridors Area Plan (AACAP), it was determined that the character of Aviation Blvd should remain as a primarily small-scale neighborhood serving commercial district and that the multi-family residential was also an appropriate mix of uses for the area. As future development and revitalization occurs, the adopted AACAP will provide more detailed guidance to visually improve and activate the corridor and to link uses to the surrounding residential areas, similar to Artesia Boulevard.



Relationship to Artesia Blvd. and AACAP

The Aviation Blvd. corridor is smaller and less centrally located in the City, than Artesia Blvd. As such, the aspirations for Aviation Blvd. are very similar to Artesia Blvd. from a connectivity, placemaking and activity center perspective, but are scaled back to be consistent with its secondary role in the corridors. It is intended to create a pleasant and safe pedestrian realm that prioritizes access to local businesses for nearby residents. The AACAP document outlines several implementation actions to achieve this.



Policy Direction

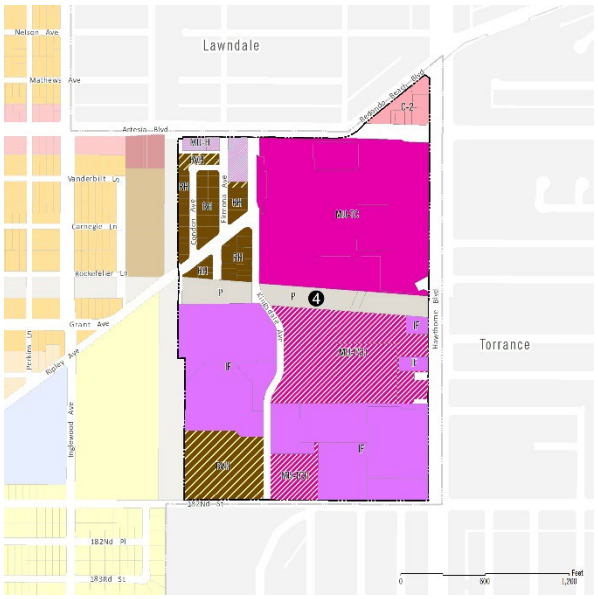
Goal: An active and revitalized corridor that provides local serving commercial and office uses and prioritizes improvements that generate connectivity to the surrounding neighborhoods through thoughtful implementation of placemaking, mobility, parking, land use and economic development strategies.

- **Local business center.** Attract and support local serving businesses that facilitate connections to the surrounding neighborhoods.
- **Neighborhood connectivity.** Actively create physical and visual connections to the neighborhoods adjacent to Aviation Blvd. through design, streetscape or mobility improvements to generate local activity and minimize vehicular trips.
- **Cohesive identity.** Identify storefront, sidewalk, signage, public art and façade improvements to create a connected design character along the corridor.
- **Increased Access.** Enhance walking, bicycle and transit access to the area for local residents by improving connectivity and the travel experience through the corridor with safer, more convenient facilities.
- **Parking.** Integrate creative parking solutions including shared parking, parking structures, elimination of required parking, pedestrian access between separate onsite parking lots, and other strategies to incentivize investment in the corridor.
- **Economic development.** Facilitate and encourage redevelopment and reinvestment in private property through activities such as expedited permitting, low-cost loans, or establishment of a Business/Parking Improvement District.

GALLERIA (SPA-4)

The Galleria Special Policy Area is envisioned as a transit-oriented center of commerce and creativity with a focus on regional commercial and residential uses on the Galleria site, an industrial flex uses south of the Galleria Mall, and higher-density housing throughout in areas identified for high (RH) and very high (RVH) density residential use, mixed use (housing required) (MU-H), and mixed-use transit center (housing required) (MU-TCH). The Industrial Flex area is envisioned an integrated mix of light industrial and commercial and/or office uses such as: commercial, research and development, incubator space, creative or technology based businesses, offices, hotel, and supporting commercial uses.

A planned extension southward of the Green Line from Manhattan Beach Blvd. is anticipated to include a future Transit Station adjacent to this SPA along Hawthorne Boulevard, which will provide a connection ultimately planned to extend further south with a terminus near Torrance City Hall. The area west of the Galleria Mall allows for a limited amount of high and very high density residential, with more housing or mixed-use development fronting Artesia Blvd.



Policy Direction

Goal. A mixed-use transit node that serves as a regional draw for commercial uses and a center for new innovative jobs and high density housing.

- **Regional Hub.** Create a regional hub of commercial activity and an innovative jobs center supported by limited high density residential opportunities.
- **Connectivity to Transit.** Link future development to the future Metro Station stop to foster regional connectivity and alternative transportation options.
- **Transmission Corridors**. Facilitate and enhance east west connections through the transmission easement, especially to schools and other public facilities.

Projects Approved in the Galleria SPA

The City approved revitalization of the Galleria in January of 2019 which included 300 residential units and renovation of the existing mall with new retail space, a hotel and an expansive outdoor public open space area (the Great Lawn) inclusive of a new skate park. This SPA folds in that project and identifies additional opportunities for development in the area as also identified in the Housing Element.

PCH NORTH (SPA-5A), PCH CENTRAL (SPA-5B) AND TORRANCE BLVD. (SPA-5C)

PCH North

PCH North will foster a mix of office and neighborhood commercial uses on both sides of PCH in support of the adjacent residential neighborhoods.

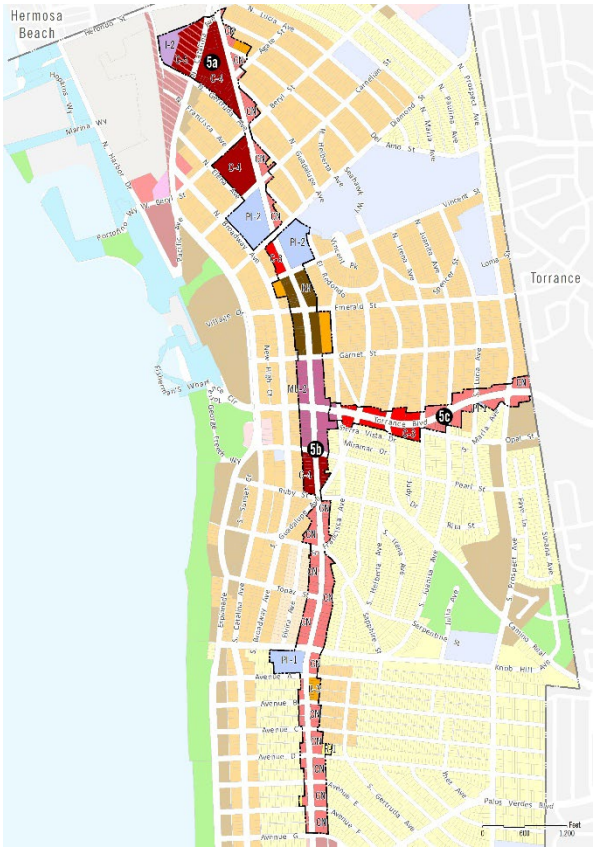
PCH Central

PCH Central is the Spine of South Redondo, projecting "Beach Town Vibes" with lower-profile buildings, identifiable, safe, attractive, and inviting places to serve residents' and visitors' unique needs, while also fostering prosperous small businesses.

Torrance Blvd.

Torrance Boulevard provides an eastern gateway into the City and serves as the entryway to the City's pier and waterfront. A mix of smaller scale neighborhood serving commercial uses are proposed at the eastern end of this corridor with larger scale medical office and a mix of general commercial uses approaching Pacific Coast Hwy.

In doing so, it will help to maintain the lower scale commercial adjacent to the residential uses near Torrance Blvd in the eastern area (reflecting the existing scale of commercial) and allow for increases in commercial development where the larger medical offices exist approaching the higher density residential and more intense commercial uses near PCH.



Policy Direction

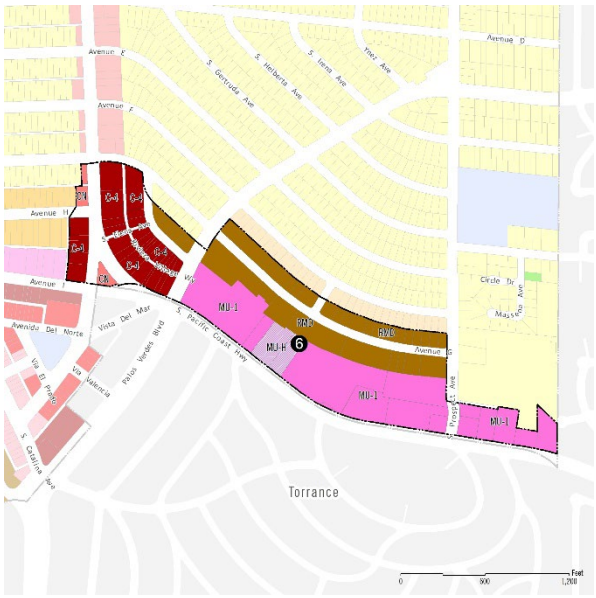
Goal. Corridors that are neighborhood serving and provide visual gateways, connectivity and access into the City.

- **Gateways.** Create gateways, that include public art, to demark the east-west entry into Redondo Beach and the entries into the "districts" created by PCH North and PCH Central. Gateways should help define the greater Redondo Beach brand as well as create distinctive areas along the PCH corridor.
- **Neighborhood Character.** Maintain and revitalize/redevelop the small scale "unique" commercial uses that define the "Beach Town" character and support both the visitor and nearby residential neighborhoods, especially in PCH Central.
- **Housing Opportunities & Religious Facilities.** Allow for the redevelopment of existing religious uses into high density residential consistent with established housing policies (Housing Element). Create safe connections between the corridor and adjacent residential.

- **Neighborhood Connectivity.** Seek opportunities to create connections, including pedestrian pass-throughs and safe bicycle access, from the adjacent high density residential neighborhoods into the corridor.
- **Pedestrian Improvements.** Identify opportunities to enhance the pedestrian experience through creative storefronts, signage, and landscaping.

PCH SOUTH (SPA-6)

PCH South is the southern gateway into the City and the entryway into the Riviera Village. PCH South projects a more urban version of the City's "Beach Town Vibes" with higher-profile buildings, and attractive visitor serving hotels, restaurants, offices and adjacent higher density residential that combine into identifiable, safe, attractive, and inviting places to serve residents' and visitors' unique needs, while also fostering prosperous small businesses.



Policy Direction

Goal.

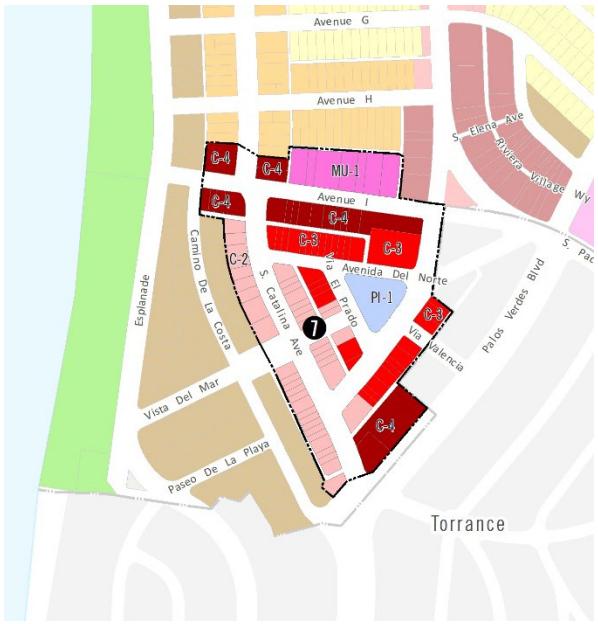
Maintain the South PCH corridor as a neighborhood serving commercial district and the primary visitor-serving hospitality location in south Redondo with safe pedestrian and bicycle access to the Riviera Village and beaches.

- **Mix of Uses.** Encourage a variety of uses: Hospitality, commercial service, retail and restaurant, office, and high density residential (MU-1 and MU-H only) that will support the visitor and high density residential neighborhoods within and adjacent to the corridor.
- **Gateways.** Create gateways, that include public art, to demark the southern entry into Redondo Beach and the entries from the corridor into Riviera Village. Gateways should help define the greater Redondo Beach brand as well as the distinct Riviera Village.
- **Visitor Support.** Encourage the development of hospitality and enhance pedestrian and bicycle access along the corridor and to the Riviera Village and beaches.
- **Neighborhood Connectivity.** Seek opportunities to create connections, including pedestrian pass-throughs and safe bicycle access, from the adjacent high density residential neighborhoods into the corridor.
- **Quality of Design.** Develop design guidelines that will provide direction for building design, outdoor spaces, public signage, streetscape, public art and landscape improvements consistent with the character of the area and the transitions from the corridor into the Riviera Village and adjacent high density residential neighborhoods.

RIVIERA VILLAGE (SPA-7)

Riviera Village has long been one of Redondo Beach's most neighborhood-oriented and walkable mixed use districts. Its pedestrian orientation, collection of small shops, restaurants and offices and low rise buildings with sidewalk frontage all serve to create an active village character.

At its core, Riviera Village has a small town "main street" feel with a continuous line of shops fronting sidewalks and diagonal on-street parking. As the activity center of south Redondo Beach, the intent is to preserve and enhance the mix of community-serving uses, scale of development and overall character of Riviera Village to ensure it will be an appealing local gathering space in the future.



Policy Direction

Goal:

Maintain Riviera Village as a low-density, local serving commercial district, that is identifiable as a distinct "Village like" environment characterized by a high level of pedestrian activity.



- **Mix of Uses.** Encourage a variety of uses: commercial, office (second floor and to the rear only-medical office exempt), and limited residential (MU-1 only) that will provide ongoing activity during various hours of the day and that reinforces the notion of a central gathering space in south Redondo.
- **Pedestrian Activity.** Encourage the development of outdoor dining and other sidewalk-oriented uses. Allow for parkettes as determined consistent with enhancing the "Village like" environment and supporting pedestrian activities.
- **Quality of Design.** Develop design guidelines that will provide direction for building design, outdoor spaces, public signage, streetscape, public art and landscape improvements consistent with the character of the area.
- **Parking.** Seek opportunities to develop centralized and flexible parking solutions including use of public spaces for businesses, as well as shared and subterranean parking.

Examples of Village Character

- Siting of structures fronting pedestrian walkways, courtyards, and other open spaces;
- Use of arcades and other setbacks along street frontage;
- Use of building articulation and fenestration to break up long expanses of flat walls;
- Use of varying roofline and height variations to create visual interest
- Use of public art to enhance the character defining element of the "village"
- Use of design detailing, unified architectural elements and landscaping to create a character that is unique to Riviera Village.

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RESOLUTION NO. CC-2608-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE COASTAL LAND USE PLAN OF THE CITY'S LOCAL COASTAL PROGRAM TO MAKE CONSISTENT AND IMPLEMENT THE CITY'S UPDATED GENERAL PLAN LAND USE ELEMENT AND DIRECTING STAFF TO SUBMIT THE AMENDED COASTAL LAND USE PLAN TO THE COASTAL COMMISSION.

WHEREAS, on March 29, 2016 the City Council approved the City's three-year Strategic Plan goal to "Ensure sustainability, livability, and health by completing the General Plan update and by implementing environmentally responsible programs"; and

WHEREAS, on October 4, 2016, the City Council awarded the contract for planning and environmental consulting services to Placeworks, Inc. for updates to the "Land Use Element" and "Conservation, Recreation and Parks, and Open Space Element" of the City's General Plan and preparation of the required environmental documents. The areas under consideration in the General Plan included portions of the City's Certified Local Coastal Program and Coastal Zone; and

WHEREAS, on December 13, 2016 the City Council approved Resolution No. CC-1612-122 establishing a 27-member General Plan Advisory Committee (GPAC) to provide direct community stakeholder input to the update of the Land Use and Conservation, Recreation and Parks, and Open Space Elements of the General Plan including analysis and recommendations regarding amendments to the Mixed-Use Zoning and Development Standards, and opportunities for additional recreation, parks, and open space areas, including consideration for areas within the Local Coastal Program and Coastal Zone; and

WHEREAS, on February 21, 2017 pursuant to Resolution No. CC-1612-122, the Mayor and City Council selected the members of the GPAC and the City Clerk reviewed all selections and confirmed each was a resident of Redondo Beach. Two (2) members were appointed by the Mayor, one (1) of whom served as the Chair, and each Council Member appointed five (5) members, three (3) of whom resided in their District; and

WHEREAS, the GPAC conducted a total of twenty-eight (28) noticed public meetings since April 27, 2017, with their final meeting being held on January 31, 2024. At the final meeting, GPAC completed their discussions and recommendations for the final draft focused General Plan, which includes a consistently formatted, comprehensive General Plan document with a new Introduction, along with updated Goals, Policies, and Implementation Measures for the Land Use, Open Space and Conservation, Safety, and Noise Elements, including land use and policy changes that would need to be reflected in the Coastal Land Use Plan of the Certified Local Coastal Program; and

WHEREAS, on February 29, 2024 the City's Draft General Plan document, which included proposed policy concerning the City's Local Coastal Program and Coastal Zone was released for comment on the City's website, allowing the public and other interested parties to comment directly on the Draft General Plan Document. Additionally, on March 20, 2024 City staff and Placeworks, Inc. conducted an open house meeting to present and take input on the City's Draft General Plan update, inclusive of land use and policy changes that would need to be reflected in the City's Local Coastal Program, Coastal Land Use Plan, and Coastal Land Use Plan Implementing Ordinance; and

WHEREAS, on June 20, August 1, and August 15, 2024 the Planning Commission held multiple duly noticed public hearings to take testimony from staff, the public and other interested parties, and to deliberate on updates to the City's General Plan Land Use, Open Space & Conservation, Noise, and Safety Element, and revisions to the City's Zoning Ordinances and LCP, including the Coastal Land Use Plan and Coastal Land Use Plan Implementing Ordinance, required for consistency and to implement the City's Housing Element and other nonresidential amendments; and

WHEREAS, on September 19, 2024 the Planning Commission held a final duly noticed public hearing and completed its deliberations on updates to the City's General Plan Land Use, Open Space & Conservation, Noise, and Safety Elements, and updates to the City's Zoning Ordinances and LCP, including the Coastal Land Use Plan and Coastal Land Use Plan Implementing Ordinance, required for consistency and to implement the City's Housing Element and Land Use Element and took testimony from staff, the public and other interested parties, and considered the associated Draft Program Environmental Impact Report and recommended that the City Council certify, pursuant to CEQA, the Final Program Environmental Impact Report, adopt the General Plan Update (Land Use, Open Space and Conservation, Noise, and Safety Elements) with certain proposed changes as set forth in Planning Commission Resolution No. 2024-09-PCR-09, adopt amendments to the City of Redondo Beach's Coastal Land Use Plan of the Local Coastal Program, adopt amendments to the Redondo Beach Municipal Code, Title 10, Planning and Zoning, Chapter 1, Subdivisions, Chapter 2 Zoning and Land Use, Chapter 5 Coastal Land Use Plan Implementing Ordinance to make consistent and implement the City's General Plan (inclusive of the Land Use and Housing Elements), Coastal Land Use Plan, and Local Coastal Program amendments; and

WHEREAS, pursuant to CEQA, a Draft Program Environmental Impact Report (Draft PEIR) has been prepared and was presented to the Planning Commission at the same time as the final draft of the General Plan Update, Zoning Ordinance Amendments, Zoning Ordinance for the Coastal Zone Amendments, and Local Coastal Program Amendments; and

WHEREAS, the overall purpose of the PEIR is to inform the City, responsible agencies, decision makers, and the public about the potential environmental effects resulting from full implementation of the proposed Redondo Beach General Plan Update, and the associated Zoning Ordinance, Zoning Ordinance for the Coastal Zone, and Local

Coastal Program amendments that are required for consistency purposes and to implement the City's certified 6th Cycle 2021-2029 Housing Element; and

WHEREAS, the PEIR addresses effects that may be significant and adverse; evaluates alternatives to the project; and identifies mitigation measures and alternatives to reduce or avoid identified potentially significant impacts; and

WHEREAS, included as an appendix to the PEIR, Appendix A Buildout Methodology, explains the buildout assumptions and methodologies utilized for projecting the potential growth in the City over the next 25 years to the horizon year of the General Plan Update of 2050; and

WHEREAS, on August 1, 2024 an "Amended Notice of Availability of a Draft Environmental Impact Report" was issued to advise the public and interested parties that the City of Redondo Beach Planning Division had released the Draft PEIR addressing potential impacts associated with the Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Coastal Program Amendment (proposed project) for a 47-day review period beginning on August 1, 2024, and ending on September 16, 2024; and

WHEREAS, on August 1, 2024 the City's Updated Draft General Plan, Draft Zoning Ordinance, and Draft LCP, were again released for comment on the City's website, allowing the public and other interested parties to comment directly on the Draft General Plan Document; and

WHEREAS, the City received 18 written comments on the Draft PEIR and all comments timely received on the Draft PEIR have been responded to and are included in the Final PEIR, which consists of the Draft EIR, responses to comments timely received on the Draft PEIR, and clarifications/revisions to the Draft EIR; and

WHEREAS, on October 1, October 15, and October 29, 2024, and November 5, 2024, the City Council, at duly noticed public hearings, considered the General Plan Update (inclusive of amendments to the City's Local Coastal Program, Coastal Land Use Plan and Coastal Land Use Plan Implementing Ordinance for consistency) and the Draft and Final PEIR, at which times the City staff presented its reports and interested persons had an opportunity to be heard and to present evidence regarding the (inclusive of amendments to the City's Local Coastal Program, Coastal Land Use Plan and Coastal Land Use Plan Implementing Ordinance for consistency) and the Final PEIR; and

WHEREAS, at their duly noticed public hearing on October 15, 2024, City Council directed staff to move forward with the Housing Element implementation related General Plan, Zoning Ordinances, and Local Coastal Program Amendments, inclusive of the Coastal Land Use Plan and Coastal Land Use Plan Implementing Ordinance (2024 Amendments), to comply with the statutory deadline of February 12, 2025 and defer other proposed nonresidential amendments for later consideration. Additionally, City Council directed City staff to include other residential amendments not required by the City's

Housing Element that change residential capacity at the same time as the Housing Element related amendments (2024 Amendments); and

WHEREAS, on November 5, 2024, the City Council of the City of Redondo Beach adopted Resolution No. CC-2410-105 certifying the Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Program Amendment Final Program Environmental Impact Report (PEIR) (SCH No. 2023050732) (certified PEIR) pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.); and

WHEREAS, at their duly noticed public meeting on January 6, 2026, City Council conducted a discussion on LUE policies related to historic preservation and directed staff to maintain policies that continue to value historic properties while promoting a voluntary historic designation process; and

WHEREAS, at their duly noticed public meeting on January 20, 2026, City Council conducted focused discussions on the allowed building floor area ratio (FARs) for Public Institutional (PI) properties. The City Council generally supported maintaining FARs and land use designations as originally proposed in the draft updated LUE, with the exception of the Beach Cities Health District campus, which Council directed to consider setting at 1.25 FAR to accommodate future services; and

WHEREAS, at their duly noticed public meeting on March 3, 2026, City Council reviewed and provided policy direction on changes to the land use designations from Public “P” to “OS” (Parks and Open Space) for all, or portions of, three School District owned properties identified as Alta Vista Elementary School Fields; the former Franklin School Site (Friendship Campus); and the Lincoln Elementary School Fields. Regarding the three sites, the City Council made separate motions directing the following: 1) that the land use designations at Alta Vista be updated so that “P” and “OS” designations follow the fence line separating Alta Vista School and Alta Vista Park; 2) to maintain a “P” designation for the portion of the property occupied by Friendship Campus and an “OS” for Franklin Park; and 3) that the “OS” designation at Lincoln Elementary be applied to the area above the baseball fields and parking lot; and

WHEREAS, at their duly noticed public hearing on May 5, 2026, City Council adopted amendments to the 6th Cycle 2021-2029 Housing Element and associated Zoning Ordinances (2nd reading on May 12, 2026). The amendments replaced the Affordable Housing Overlay zones, required to meet the City’s Regional Housing Needs Allocation (RHNA), with High Density Multi-Family Residential (65 du/ac) and Mixed-Use zoning designations (65 du/ac to 80 du/ac) obligating future redevelopment of the identified “housing sites” to include a minimum of 50% of the floor area as residential. In their letter dated May 20, 2026, HCD found that “the adopted housing element, its amendments and Zoning Documents continue to meet the requirements of State Housing Element Law” and further cited that “This finding of substantial compliance has remained unchanged since HCD’s September 1, 2022 review.” The change in designations as part of the Housing Element amendments are reflected in the draft LUE update. Additionally,

the City Council adopted an Addendum to the Certified Final Environmental Impact Report (SCH#2023050732) for the Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Program Amendment confirming no additional environmental impacts or subsequent additional mitigation is required for the amendments to the Housing Element and implementing zoning ordinance amendments as part of the adoption of this project; and

WHEREAS, at their duly noticed public meeting on July 7, 2026, City Council reviewed and provided policy direction on the scope of the Land Use Element and Zoning Ordinance modifications (and as required for implementation and consistency, any modifications to the Coastal Land Use Plan of the City's Certified Local Program and Coastal Land Use Plan Implementing Ordinance), and determined to move forward with the proposed increases in Floor Area Ratio (FAR) along Artesia and Aviation Boulevards and certain commercial and industrial zones for consideration and action on August 4, 2026, and separate and defer taking action on the PI Land Use and Zoning FAR limits to a later unspecified date. Additionally, City Council provided direction on the scope of the Article XXVII related ballot measure to be scheduled for the November 3, 2026 general election by separating and deferring the PI Land Use and Zone FAR limits from the November 3, 2026 Article XXVII Analyses and ballot measure and incorporating the land use changes associated with the latest amendment to the City's Housing Element as part of the "Current Plan" which would be posted 10 days after the Land Use Element and Zoning Ordinance adoption planned for August 4, 2026; and

WHEREAS, agencies and interested members of the public have been afforded ample notice and opportunity to comment on the proposed General Plan Land Use Element amendments and the proposed amendments to the Coastal Land Use Plan of the City's Certified Local Coastal Program and the Coastal Land Use Plan Implementing Ordinance; and

WHEREAS, at their duly noticed public meeting on July 21, 2026, City Council reviewed and provided direction on the scope, organization, and format of the Article XXVII related ballot measure to be scheduled for the November 3, 2026 general election to improve readability and clarity for the electorate; and

WHEREAS, on August 4, 2026 the City Council, at their duly noticed public hearing and pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.), approved an "Addendum" to the certified program Final Environmental Impact Report for the General Plan Update to the Land Use Element, Local Coastal Program, and Zoning Ordinances regarding C-2 and C-2-PD development standards and rooftop dining provisions within the Artesia and Aviation Corridor Area Plan (AACAP) with the approval of Resolution No. XXXX-XXX; and

WHEREAS, multiple technical studies, environmental scoping meetings, community surveys, public meetings and workshops with the GPAC, the general public, the Planning Commission, and the City Council since 2016 have all served to engage and inform the general public including residents, business owners/operators, and other

interested parties and have shaped the resulting draft General Plan Update and the associated Zoning Ordinance and Local Coastal Program Amendments inclusive of the Coastal Land Use Plan and Coastal Land Use Plan Implementing Ordinance required for consistency with the General Plan, Coastal Act, implementation of the Housing Element, and to express the community's desired future for growth and development over the subsequent 20-30 years.

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

SECTION 1. That the above recitals are incorporated herein by reference as if set forth in full.

SECTION 2. That the City Council hereby adopts the amendments to the City's Certified Local Coastal Program and Coastal Land Use Plan to make consistent with the Coastal Act and the City's General Plan Land Use Element thereby implementing goals and policies that serve as the framework to express the community's desired future for growth and development over the subsequent 20-30 years, in accordance with the proposed changes/edits attached as "Exhibit A" and incorporated herein by this reference.

SECTION 3. That the amendments to the City's Certified Local Coastal Program and Coastal Land Use Plan are consistent with the California Coastal Act and the "Purpose" and procedures pursuant to Redondo Beach Municipal Code Section 10-5.2505 Specific Plan, and Coastal LUP amendments.

SECTION 4. That some of the amendments to the City's Certified Local Coastal Program and Coastal Land Use Plan and the amendments for implementation and consistency to the Coastal Land Use Plan Implementing Ordinance are considered "Major Changes in Allowable Land Use" and therefore subject to Article XXVII of the City's Charter.

SECTION 5. The amendments to the City's Certified Local Coastal Program and Coastal Land Use Plan and the amendments for implementation and consistency to the Coastal Land Use Plan Implementing Ordinance that are determined to be a "Major Change in Allowable Land Use" pursuant to the provisions of Article XXVII are not in effect unless and until adopted by an affirmative majority vote approving the Article XXVII Ballot Measure anticipated on the November 3, 2026 Special Election; and subsequently approved by the California Coastal Commission.

SECTION 6. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this amendment to Update the Coastal Land Use Plan of the City's Certified Local Coastal Program 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 Coastal Land Use Plan of the City's Certified Local Coastal Program. The City Council declares that it would have passed this amendment to Update the Coastal Land Use Plan of the City's Certified Local Coastal Program 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 7. That the City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

[THIS SECTION INTENTIONALLY LEFT BLANK]

PASSED, APPROVED AND ADOPTED this 4th day of August, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
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-2608-068 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 4th day of August, 2026, and there after 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:

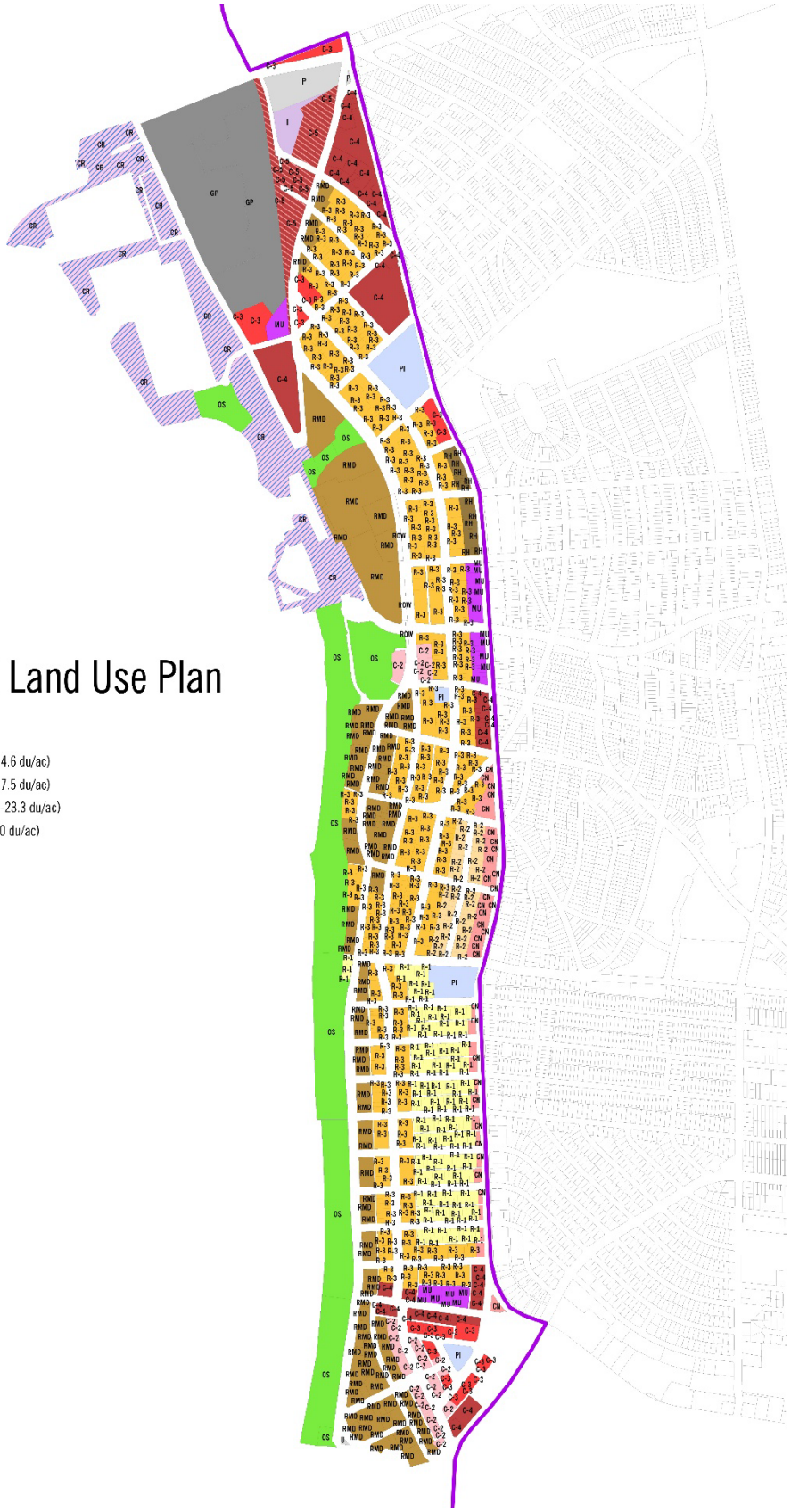
ABSTAIN:

_____

Eleanor Manzano, CMC
City Clerk

RESOLUTION NO. CC-XXXX-XXX
REDONDO BEACH AMENDMENT TO THE COASTAL LAND USE PLAN OF THE CITY'S LOCAL COASTAL PROGRAM TO IMPLEMENT AND MAKE CONSISTENT WITH THE GENERAL PLAN LAND USE ELEMENT UPDATE

"Exhibit A"



Proposed Coastal Land Use Plan

Residential

- R-1: Single Family Residential (0-8.8 du/ac)
- R-2: Low Density Multi-Family Residential (0-14.6 du/ac)
- R-3: Low Density Multi-Family Residential (0-17.5 du/ac)
- RMD: Med. Density Multi-Family Residential (0-23.3 du/ac)
- RH: High Density Multi-Family Residential (0-30 du/ac)

Commercial

- CN: Neighborhood Commercial
- C-2: Commercial
- C-3: Commercial
- C-4: Commercial
- C-5: Commercial

Mixed-Use

- MU Mixed Use

Industrial

- I Industrial

Generating Plant

- GP: Generating Plant

Public and Institutional

- OS: Parks and Open Space
- PI: Public/Institutional
- U: Public/Utility

Commercial Recreation

- CR: Commercial Recreation

Boundaries

- Coastal Zone

Amendments to Section VI, Subsection C, in the Land Use Plan of the Local Coastal Program

The first paragraph of the "Commercial" category under Subsection C, "Proposed Land Use Classifications" within Section VI, "Locating and Planning New Development" of the Coastal Land Use Plan, certified consistent with Resolution No. CC-0805-46, page 5 (found on page 167 of the LCP document) will be revised (changes shown as strike through or underline text) to read as follows:

> The CN, C-2, C-3, C-4, and C-5 commercial districts allow for the development of a wide range of retail and service commercial uses, eating and drinking establishments, food sales, drug stores, overnight accommodations, household supply and furnishings, art and cultural facilities, professional offices, repair services, and similar uses serving both the local community and visitors to the Coastal Zone.

A new land use classification shall be added as number 1 under the "Commercial" heading in Subsection C, "Proposed Land Use Classifications" within Section VI, "Locating and Planning New Development" of the Coastal Land Use Plan, certified consistent with Resolution No. CC-0805-46, page 5 (found on page 167 of the LCP document) will be added (shown as underline text) and subsequent numbering adjusted (shown as strike through and underlined text) to read as follows:

1. **CN Commercial Neighborhood**: The maximum floor area ratio is 0.5 and the maximum building height is two stories (30 feet).
2. **C-2 Commercial**: The maximum floor area ratio is 0.5 and the maximum building height is two stories (30 feet).
3. **C-3 Commercial**: The maximum floor area ratio is 0.7 and the maximum building height is two stories (30 feet).
4. **C-4 Commercial**: The maximum floor area ratio is 1.0 and the maximum building height is three stories (45 fleet).
5. **C-5 Commercial:** The maximum floor area ratio is 0.7 and the maximum building height is two stories (30 feet) except as follows: the maximum floor area ratio for portions of a site devoted to storage or self-storage facilities shall be 1.5, and the maximum floor area ratio for portions of a site devoted to other light industrial uses shall be 1.0. West of Catalina Avenue between Francisca Avenue and Beryl Street, buildings up to 4 stories and 65 feet may be permitted subject to Planning Commission Design Review where it is determined that the drop in grade and/or distance from the street adequately mitigates impacts on the character of the frontage along Catalina Avenue.

The "Mixed Use Commercial/Residential" category under Subsection C, "Proposed Land Use Classifications" within Section VI, "Locating and Planning New Development" of the Coastal Land Use Plan, certified consistent with Resolution No. CC-0805-46, page 5 (found on page 167 of the LCP document) and Resolution No. CC-0805-46 (Nov 2024), page 2 will be revised (changes shown as strike through or underline text) to read as follows:

> The Mixed Use Commercial/Residential (MU) district encourages the development of pedestrian active commercial areas and is intended to accommodate a mix of retail and service commercial uses, restaurants, art and cultural facilities, professional offices, and similar uses which serve community residents and visitors to the coastal zone. The district also permits mixed use developments integrating residential uses on the second floor or higher of structures developed with commercial uses on the lower levels. This district includes the following sites:
>
> 1. Salvation Army site. At the northwest corner of Beryl Street and Catalina Avenue, the Salvation Army site permits community services or non-profit service uses (including religious worship, assembly, and group kitchen/cafeteria facilities) in addition to the uses described above. This site permits a maximum height of 45 feet (3 stories), ~~a minimum floor~~

~~area ratio of 0.35 and,~~ a maximum floor area ratio of ~~0.7~~ 0.50 for commercial only projects and a maximum floor area ratio of 1.5 for mixed use commercial/residential developments. The maximum residential density is 30 units per net acre.

2. Riviera Village site. Along Avenue I, midblock between Catalina Avenue and Elena Avenue, the Riviera Village site permits the same uses noted above, a maximum height of 45 feet (3 stories), ~~minimum floor area ratio of 0.35,~~ a maximum floor area ratio of ~~1.00~~ 0.50 for commercial only projects and a maximum floor area ratio of 1.5 for mixed use commercial/residential developments. The maximum residential density is 30 units per net acre.

3. PCH site. Along the west side of Pacific Coast Highway, between Garnet Street and Pearl Street, the PCH site permits the same uses noted above, a maximum height of 45 feet (3 stories), a maximum floor area ratio of 1.00 for commercial only projects and a maximum floor area ratio of 1.5 for mixed use commercial/residential developments. The maximum residential density is 35 units per net acre.

The "Public or Institutional" category under Subsection C, "Proposed Land Use Classifications" within Section VI, "Locating and Planning New Development" of the Coastal Land Use Plan, certified consistent with Resolution No. CC-0805-46, page 6 (found on page 168 of the LCP document) will be divided into three subcategories as follows:

1) *The first line under the "Public or Institutional" heading on page 6 of Resolution No. CC-0805-46 (found on page 168 of the LCP document) shall be revised to describe the sites and uses associated with the first subcategory, Parks and Open Space. The sites and uses described under number 1, public beach, and number 2, Parks and open space (also on page 6 of Resolution No. CC-0805-46 (found on page 168 of the LCP document)) will be included under this subcategory, "Parks and Open Space." Proposed changes to align with the proposed General Plan are shown as strike through and underlined text as follows:*

The ~~Public or Institutional (P)~~ Parks and Open Space (OS) district includes the following sites and uses:

1. Public beach: The beach and coastal bluffs south of Torrance Boulevard west of Esplanade shall be maintained and preserved. for public open space and public recreational use.

2. Parks and open space: Parks and open space include Veteran's Park (at the southwest corner of Torrance Boulevard and South Catalina Avenue) and Czuleger Park within the "Village" west of the intersection of North Catalina Avenue and Carnelian Street), and Seaside Lagoon (near the waterfront south of Portofino Way). The primary permitted use is parks, open space, and recreational facilities, and accessory uses such as rest rooms, storage sheds, concession stands, recreational rentals, etc. Public buildings, community centers, public safety facilities, parking lots, public utility facilities, and similar uses may be considered subject to a Conditional Use Permit. The maximum floor area ratio of all buildings on a site is ~~0.25~~ 0.20 and the maximum height is two stories, 30 feet.

2) *A new line, after "2. Parks and open space…" on page 6 of Resolution No. CC-0805-46 (found on page 168 of the LCP document) will be added to describe the sites and uses associated with the second subcategory, Public/Institutional. The sites and uses described under number 3, Community facilities, governmental facilities, and public safety facilities, and number 4, Riviera Village Public Parking (Resolution No. CC-0805-46, pages 6-7 (found on pages 168-169 of the LCP document)) will be included under this subcategory. Proposed changes to align with the proposed General Plan are shown as strike through and underlined text as follows:*

The Public/Institutional (PI) district includes the following sites and uses:

3. Community facilities: governmental facilities. and public safety facilities: These include the Civic Center (City Hall, Public Library, and Police Station) at Diamond Street and Pacific Coast Highway, the fire station at S. Broadway and Pearl Street, and the Recreation and Community Services Center at Knob Hill and Pacific Coast Highway. Permitted uses include parks and open space, and uses which may be considered subject to a Conditional Use

Permit include cultural uses (libraries, museums, etc.), institutional uses (governmental, police, fire, etc.) community centers, public athletic clubs, performance art facilities, educational facilities, child day care centers, schools, parking lots, and similar public uses. For the Civic Center, the maximum floor area ratio of all buildings on the site is 1.25 and the maximum height is three stories, 45 feet. The maximum floor area ratio ~~and height~~ of all buildings on a lot at other community facility/governmental facility/public safety facility sites ~~will be~~ is 0.75, while maximum height will be determined as part of the required public hearing process for any proposed new building.

4. Riviera Village Public Parking: The triangular public parking site in Riviera Village is bounded by Via del Prado, Avenida del Norte, and South Elena Avenue. Expanded parking facilities may be considered on this site subject to a Conditional Use Permit, provided that additional parking is located in a fully subterranean structure. The maximum floor area ratio of all buildings on a lot is 0.75.

3) *A new line, after "4. Riviera Village Public Parking…" on page 7 of Resolution No. CC-0805-46 (found on page 169 of the LCP document) will be added to describe the sites and uses associated with the third subcategory, Public Utility. The sites and uses described under number 5, Public Utility Transmission Corridor (also on page 7 of Resolution No. CC-0805-46 (found on page 169 of the LCP document)) will be revised as "Public Utility" and included under this subcategory. Proposed changes within this classification align the classification with the proposed General Plan and are shown as underlined text as follows:*

The Public ~~Utility~~ (~~UP~~) district includes the following sites and uses:

5. Public Utility Transmission Corridor: The public utility transmission corridor abuts the south side of Herondo Street between N. Francisca Avenue and N. Pacific Coast Highway. Public utility facilities, parking lots, nurseries, and agricultural uses may be considered subject to a Conditional Use Permit. Parks, open space, and passive type recreational uses: are permitted in this area. It is understood that land uses and structures are also subject to approval of the in-fee owner (Southern California Edison Company) in accordance with their standards, policies and procedures for use of the transmission corridor. The maximum floor area ratio of all buildings in these areas is 0.10.

4) *The Maximum building density for subarea 3b (Mole B) within the Commercial Recreation (CR) designation, defined on page 13 of Resolution No. CC-0805-46 (found on page 175 of the LCP document) will be revised to align with the General Plan maximum building density for park and open spaces. Additions are shown as underlined text while deletions are shown as strike-through text as follows:*

Maximum Building Density

- The floor area ratio (FAR) on master leasehold areas, or on sites than are not master on combined sites in sub-areas 3a and 3c shall not leasehold areas, or development exceed 0.35, except that FAR bonuses may be permitted as allowed in the Zoning Ordinance for inclusion of hotels and/or offices above the ground floor and/or for provision of substantial and high quality public amenities, public spaces, and public improvements. Maximum FAR with bonuses shall not exceed 0.65. The future intensity of which be allowed to occur within the area will be determined on case-by-case review basis, through the established public review process, as individual proposal area received. Notwithstanding the above, FAR shall not exceed 0.25 in sub-area 3c.
- The floor area ratio (F.A.R) shall not exceed ~~0.25~~ 0.20 in subarea 3b (Mole B).
- Cumulative development for Commercial Recreation district sub-areas 1-4 shall not exceed a net increase of 400,000 square feet of floor area based on existing land use on April 22, 2008.

ORDINANCE NO. CC-3314-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10 PLANNING AND ZONING, CHAPTER 2 ZONING AND LAND USE OF THE REDONDO BEACH MUNICIPAL CODE FOR CONSISTENCY WITH AND TO IMPLEMENT THE UPDATE TO THE CITY'S GENERAL PLAN LAND USE ELEMENT INCLUSIVE OF THE LAND USE PLAN, GOALS, POLICIES, AND IMPLEMENTATION MEASURES.

WHEREAS, the City's current General Plan was adopted on May 26, 1992; and

WHEREAS, on March 29, 2016 the City Council approved the City's three-year Strategic Plan goal to "Ensure sustainability, livability, and health by completing the General Plan update and by implementing environmentally responsible programs"; and

WHEREAS, on October 4, 2016, the City Council awarded the contract for planning and environmental consulting services to Placeworks, Inc. for updates to the "Land Use Element" and "Conservation, Recreation and Parks, and Open Space Element" of the City's General Plan and preparation of the required environmental documents; and

WHEREAS, on December 13, 2016 the City Council approved Resolution No. CC-1612-122 establishing a 27-member General Plan Advisory Committee (GPAC) to provide direct community stakeholder input to the update of the Land Use and Conservation, Recreation and Parks, and Open Space Elements of the General Plan including analysis and recommendations regarding amendments to the Mixed-Use Zoning and Development Standards, and opportunities for additional recreation, parks, and open space areas; and

WHEREAS, on February 21, 2017 pursuant to Resolution No. CC-1612-122, the Mayor and City Council selected the members of the GPAC and the City Clerk reviewed all selections and confirmed each was a resident of Redondo Beach. Two (2) members were appointed by the Mayor, one (1) of whom served as the Chair, and each Council Member appointed five (5) members, three (3) of whom resided in their District; and

WHEREAS, the GPAC conducted a total of twenty-eight (28) noticed public meetings since April 27, 2017, with their final meeting being held on January 31, 2024. At the final meeting, GPAC completed their discussions and recommendations for the final draft focused General Plan, which includes a consistently formatted, comprehensive General Plan document with a new Introduction, along with updated Goals, Policies, and Implementation Measures for the Land Use, Open Space and Conservation, Safety, and Noise Elements; and

WHEREAS, on February 29, 2024 the City's Draft General Plan document was released for comment on the City's website, allowing the public and other interested parties to comment directly on the Draft General Plan Document. Additionally, on March 20, 2024 City staff and Placeworks, Inc. conducted an open house meeting to present and take input on the City's Draft General Plan update; and

WHEREAS, on June 20, August 1, and August 15, 2024 the Planning Commission held multiple duly noticed public hearings to take testimony from staff, the public and other interested parties, and to deliberate on updates to the City's General Plan Land Use, Open Space & Conservation, Noise, and Safety Element, and revisions to the City's Zoning Ordinances and LCP required for consistency and to implement the City's Housing Element and other nonresidential amendments; and

WHEREAS, on September 19, 2024 the Planning Commission held a final duly noticed public hearing and completed its deliberations on updates to the City's General Plan Land Use, Open Space & Conservation, Noise, and Safety Elements, and updates to the City's Zoning Ordinances and LCP, including the Coastal Land Use Plan and Coastal Land Use Plan Implementing Ordinance, required for consistency and to implement the City's Housing Element and Land Use Element and took testimony from staff, the public and other interested parties, and considered the associated Draft Program Environmental Impact Report and recommended that the City Council certify, pursuant to CEQA, the Final Program Environmental Impact Report, adopt the General Plan Update (Land Use, Open Space and Conservation, Noise, and Safety Elements) with certain proposed changes as set forth in Planning Commission Resolution No. 2024-09-PCR-09, adopt amendments to the City of Redondo Beach's Coastal Land Use Plan of the Local Coastal Program, adopt amendments to the Redondo Beach Municipal Code, Title 10, Planning and Zoning, Chapter 1, Subdivisions, Chapter 2 Zoning and Land Use, Chapter 5 Coastal Land Use Plan Implementing Ordinance to make consistent and implement the City's General Plan (inclusive of the Land Use and Housing Elements), Coastal Land Use Plan, and Local Coastal Program amendments; and

WHEREAS, pursuant to CEQA, a Draft Program Environmental Impact Report (Draft PEIR) has been prepared and was presented to the Planning Commission at the same time as the final draft of the General Plan Update, Zoning Ordinance Amendments, Zoning Ordinance for the Coastal Zone Amendments, and Local Coastal Program Amendments; and

WHEREAS, the overall purpose of the PEIR is to inform the City, responsible agencies, decision makers, and the public about the potential environmental effects resulting from full implementation of the proposed Redondo Beach General Plan Update, and the associated Zoning Ordinance, Zoning Ordinance for the Coastal Zone, and Local Coastal Program amendments that are required for consistency purposes and to implement the City's certified 6th Cycle 2021-2029 Housing Element; and

WHEREAS, the PEIR addresses effects that may be significant and adverse; evaluates alternatives to the project; and identifies mitigation measures and alternatives to reduce or avoid identified potentially significant impacts; and

WHEREAS, included as an appendix to the PEIR, Appendix A Buildout Methodology, explains the buildout assumptions and methodologies utilized for projecting the potential growth in the City over the next 25 years to the horizon year of the General Plan Update of 2050; and

WHEREAS, on August 1, 2024 an "Amended Notice of Availability of a Draft Environmental Impact Report" was issued to advise the public and interested parties that the City of Redondo Beach Planning Division had released the Draft PEIR addressing potential impacts associated with the Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Coastal Program Amendment (proposed project) for a 47-day review period beginning on August 1, 2024, and ending on September 16, 2024; and

WHEREAS, on August 1, 2024 the City's Updated Draft General Plan, Draft Zoning Ordinance, and Draft LCP, were again released for comment on the City's website, allowing the public and other interested parties to comment directly on the Draft General Plan Document; and

WHEREAS, the City received 18 written comments on the Draft PEIR and all comments timely received on the Draft PEIR have been responded to and are included in the Final PEIR, which consists of the Draft EIR, responses to comments timely received on the Draft PEIR, and clarifications/revisions to the Draft EIR; and

WHEREAS, on October 1, October 15, and October 29, 2024, and November 5, 2024, the City Council, at duly noticed public hearings, considered the Project and the Draft and Final PEIR, at which times the City staff presented its reports and interested persons had an opportunity to be heard and to present evidence regarding the General Plan Update (inclusive of amendments to the City's Zoning Ordinance) and the Final PEIR; and

WHEREAS, at their duly noticed public hearing on October 15, 2024, City Council directed staff to move forward with the Housing Element implementation related General Plan, Zoning Ordinance, and Local Coastal Program Amendments (2024 Amendments) to comply with the statutory deadline of February 12, 2025 and defer other proposed nonresidential amendments for later consideration. Additionally, City Council directed City staff to include other residential amendments not required by the City's Housing Element that change residential capacity at the same time as the Housing Element related amendments (2024 Amendments); and

WHEREAS, on November 5, 2024, the City Council of the City of Redondo Beach adopted Resolution No. CC-2410-105 certifying the Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Program Amendment Final Program

Environmental Impact Report (PEIR) (SCH No. 2023050732) (certified PEIR) pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.); and

WHEREAS, at their duly noticed public meeting on January 6, 2026, City Council conducted a discussion on LUE policies related to historic preservation and directed staff to maintain policies that continue to value historic properties while promoting a voluntary historic designation process; and

WHEREAS, at their duly noticed public meeting on January 20, 2026, City Council conducted focused discussions on the allowed building floor area ratio (FARs) for Public Institutional (PI) properties. The City Council generally supported maintaining FARs and land use designations as originally proposed in the draft updated LUE, with the exception of the Beach Cities Health District campus, which Council directed to consider setting at 1.25 FAR to accommodate future services; and

WHEREAS, at their duly noticed public meeting on March 3, 2026, City Council reviewed and provided policy direction on changes to the land use designations from Public "P" to "OS" (Parks and Open Space) for all, or portions of, three School District owned properties identified as Alta Vista Elementary School Fields; the former Franklin School Site (Friendship Campus); and the Lincoln Elementary School Fields. Regarding the three sites, the City Council made separate motions directing the following: 1) that the land use designations at Alta Vista be updated so that "P" and "OS" designations follow the fence line separating Alta Vista School and Alta Vista Park; 2) to maintain a "P" designation for the portion of the property occupied by Friendship Campus and an "OS" for Franklin Park; and 3) that the "OS" designation at Lincoln Elementary be applied to the area above the baseball fields and parking lot; and

WHEREAS, at their duly noticed public hearing on May 5, 2026, City Council adopted amendments to the 6th Cycle 2021-2029 Housing Element and associated Zoning Ordinances (2nd reading on May 12, 2026). The amendments replaced the Affordable Housing Overlay zones, required to meet the City's Regional Housing Needs Allocation (RHNA), with High Density Multi-Family Residential (65 du/ac) and Mixed-Use zoning designations (65 du/ac to 80 du/ac) obligating future redevelopment of the identified "housing sites" to include a minimum of 50% of the floor area as residential. In their letter dated May 20, 2026, HCD found that "the adopted housing element, its amendments and Zoning Documents continue to meet the requirements of State Housing Element Law" and further cited that "This finding of substantial compliance has remained unchanged since HCD's September 1, 2022 review." The change in designations as part of the Housing Element amendments are reflected in the draft LUE update. Additionally, the City Council adopted an Addendum to the Certified Final Environmental Impact Report (SCH#2023050732) for the Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Program Amendment confirming no additional environmental impacts or subsequent additional mitigation is required for the amendments to the Housing Element and implementing zoning ordinance amendments as part of the adoption of this project; and

WHEREAS, at their duly noticed public meeting on July 7, 2026, City Council reviewed and provided policy direction on the scope of the Land Use Element and Zoning Ordinance modifications (and as required for implementation and consistency, any modifications to the Coastal Land Use Plan of the City's Certified Local Program and Coastal Land Use Plan Implementing Ordinance), and determined to move forward with the proposed increases in Floor Area Ratio (FAR) along Artesia and Aviation Boulevards and certain commercial and industrial zones for consideration and action on August 4, 2026, and separate and defer taking action on the PI Land Use and Zoning FAR limits to a later unspecified date. Additionally, City Council provided direction on the scope of the Article XXVII related ballot measure to be scheduled for the November 3, 2026 general election by separating and deferring the PI Land Use and Zone FAR limits from the November 3, 2026 Article XXVII Analyses and ballot measure and incorporating the land use changes associated with the latest amendment to the City's Housing Element as part of the "Current Plan" which would be posted 10 days after the Land Use Element and Zoning Ordinance adoption planned for August 4, 2026; and

WHEREAS, agencies and interested members of the public have been afforded ample notice and opportunity to comment on the proposed amendments to Title 10 Planning and Zoning, Chapter 2 Zoning and Land Use Ordinance; and

WHEREAS, at their duly noticed public meeting on July 21, 2026, City Council reviewed and provided direction on the scope, organization, and format of the Article XXVII related ballot measure to be scheduled for the November 3, 2026 general election to improve readability and clarity for the electorate; and

WHEREAS, on August 4, 2026 the City Council, at their duly noticed public hearing and pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.), approved an "Addendum" to the certified program Final Environmental Impact Report for the General Plan Update to the Land Use Element, Local Coastal Program, and Zoning Ordinances regarding C-2 and C-2-PD development standards and rooftop dining provisions within the Artesia and Aviation Corridor Area Plan (AACAP) with the approval of Resolution No. XXXX-XXX; and

WHEREAS, multiple technical studies, environmental scoping meetings, community surveys, public meetings and workshops with the GPAC, the general public, the Planning Commission, and the City Council since 2016 have all served to engage and inform the general public including residents, business owners/operators, and other interested parties and have shaped the resulting draft General Plan Update and the associated Zoning Ordinance and Local Coastal Program Amendments inclusive of the Coastal Land Use Plan and Coastal Land Use Plan Implementing Ordinance required for consistency with the General Plan, Coastal Act, implementation of the Housing Element, and to express the community's desired future for growth and development over the subsequent 20-30 years.

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

SECTION 1. That the above recitals are true and correct, and are incorporated herein by reference as if set forth in full.

SECTION 2. That the City Council hereby adopts amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 2 Zoning and Land Use to make consistent and implement the City's updated General Plan Land Use Element (inclusive of the land use plan, goals, and policies) that serve as the framework to express the community's desired future for growth and development, in accordance with the proposed changes/edits attached as "Exhibit A" and "Exhibit B" which are incorporated herein by this reference.

SECTION 3. That the amendments to Title 10 Planning and Zoning, Chapter 2 Zoning and Land Use are consistent with the "Purpose" and procedures pursuant to Redondo Beach Municipal Code Section 10-2.2504 Zoning amendments.

SECTION 4. That the amendments to Title 10 Planning and Zoning, Chapter 2 Zoning and Land Use are consistent with and implement the City's General Plan Land Use Element as updated.

SECTION 5. That some of the amendments to the General Plan Land Use Element and the amendments for implementation and consistency to the Zoning Ordinance are considered "Major Changes in Allowable Land Use" and therefore subject to Article XXVII of the City's Charter.

SECTION 6. The amendments to the General Plan Land Use Element and the amendments for implementation and consistency to the Zoning Ordinance that are determined to be a "Major Change in Allowable Land Use" pursuant to the provisions of Article XXVII are not in effect unless and until adopted by an affirmative majority vote approving the Article XXVII Ballot Measure anticipated on the November 3, 2026 Special Election.

SECTION 7. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this amendment to Title 10 Planning and Zoning, Chapter 2 Zoning and Land Use 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 these amendments to Title 10 Planning and Zoning, Chapter 2 Zoning and Land Use Ordinance. The City Council declares that it would have passed this amendment to Title 10 Planning and Zoning, Chapter 2 Zoning and Land Use 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 8. 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 of such inconsistencies and no further, are hereby repealed.

SECTION 9. PUBLICATION AND EFFECTIVE DATE. This ordinance, or a summary of this ordinance, shall be published at least once in the City's official newspaper within 15 days from and after the date of adoption; or published in conformance with the alternative publication requirements pursuant to the Redondo Beach City Charter Section 9.15 by posting the ordinance in at least three public places in the City as designated by the Council and posted on the City's online website or publicly available City-controlled internet site in lieu of publication if the ordinance solely pertains to the municipal affairs of the city, and same shall go into effect and be in full force from and operation from thirty (30) days after its final passage and adoption except for those changes that are considered Major Changes in Allowable Land Uses pursuant to Article XXVII. Those amendments subject to the provisions of Article XXVII are not in effect unless and until adopted by an affirmative majority vote approving the Article XXVII Ballot Measure anticipated on the November 3, 2026 Special Election.

[THIS SECTION INTENTIONALLY LEFT BLANK]

PASSED, APPROVED AND ADOPTED this 11th day of August, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

CERTIFICATION

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. CC-3314-26 was introduced at a regular meeting of the City Council held on the 4th day of August, 2026 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 11th day of August, 2026, 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

"Exhibit A":
Proposed Amendments to Title 10, Chapter 2 of the Municipal Code.

Amendments to Article 1, General Provisions

AMENDMENT OF CODE §10-2.201. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.201 shall be amended as follows *(proposed deletions shown as strike-through text and proposed additions shown as underlined text; changes are shown in purple because they are new clean-up items since Planning Commission Review)*:

Section 10-2.201, General rules for applicability of zoning regulations:

Subsection (i) will be amended to read:

(i) References to classes of zones. References to "residential zones" shall include the R-1, R-1-A, R-2, R-3, RMD, RH and R-MHP zones. References to "commercial zones" shall include the C-1, C-2, C-3, C-4, C-5, and the CC coastal commercial zones. References to "commercial" or "mixed use" zones shall include the CR, MU-1~~, MU-2,~~ and MU-3 zones. References to "industrial zones" shall include the I-1, I-2 and IC-1 zones. Reference to "public zones" shall include all P zones.

AMENDMENT OF CODE §10-2.300. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.300 shall be amended as follows *(proposed deletions shown as strike-through text and proposed additions shown as underlined text; changes are shown in purple because they are new clean-up items since Planning Commission Review)*:

Section 10-2.300, Designation of Zones:

Subsection (c):

(c) Mixed Use.

(1) MU-1 Mixed Use Zone.

(2) MU-3 Mixed Use Zones: MU-3~~,~~ and MU-3A~~, and MU-3C~~.

(3) MU-H Mixed Use.

(4) CR Regional Commercial Zones: CR and CR-H.

Subsection (e):

(e) Public and Institutional.

(1) P-CIV Civic Center Zone.

~~(2) P-RVP Riviera Village Parking Zone.~~

(2~~3~~) P-ROW Right-of-Way Zone.

(3~~4~~) P-CF Community Facility Zone.

(~~4~~5) P-PRO Parks, Recreation, and Open Space Zone.

(~~5~~6) P-SF School Facility Zone.

~~(7) P-GP Generating Plant Zone.~~

Amendments to Article 2, Zoning Districts

AMENDMENT OF CODE §10-2.622. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.622 shall be amended as follows *(proposed deletions shown as strike-through text and proposed additions shown as underlined text)*:

Section 10-2.622 Development Standards, C-2 commercial zone.

(a) These standards shall apply to the C-2 zone with the exception of properties located in the AACAP which are subject to the standards identified in subsection (k) below.

(b)~~(a)~~ Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 0.5 (see definition of floor area ratio in Section 10-2.402) ~~except within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council~~.

~~(1) The floor area ratio (F.A.R.) of all buildings on a lot within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council, shall not exceed 0.6 (see definition of floor area ratio in Section 10-2.402).~~

(c)~~(b)~~ Building height. No building or structure shall exceed a height of 30 feet (see definition of building height in Section 10-2.402).

(d)~~(c)~~ Stories. No building shall exceed two stories (see definition of story in Section 10-2.402).

(e)~~(d)~~ Setbacks. The minimum setback requirements shall be as follows:

(1) Front setback. There shall be a minimum front setback of five feet the full width of the lot, except where a lot is contiguous to a residentially zoned lot fronting on the same street, in which case the required front setback shall be the same as required for the contiguous residential lot.

(2) Side setback.

a. There shall be a minimum side setback of 10 feet the full length of the lot on the street side of a corner or reverse corner lot.

b. No side setback shall be required along the interior lot lines, except where the side lot line is contiguous to a residential zone, in which case the following standards shall apply:

1. There shall be a minimum side setback of 20 feet the full length of the lot;

2. The required side setback may be modified pursuant to Planning Commission Design Review (Section 10-2.2502).

(3) Rear setback. No rear setback shall be required, except where the rear lot line is contiguous to a residential zone, in which case the following standards shall apply:

a. There shall be a minimum rear setback of 20 feet the full width of the lot;

b. The required rear setback may be modified pursuant to Planning Commission Design Review (Section 10-2.2502).

~~(e) Usable public open space within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council. For projects of 15,000 square feet of lot area or greater, spaces such~~

~~as public plazas, public walkways and other public spaces of at least 10% of the F.A.R. shall be provided.~~

~~(1) Public open space shall be accessible to the public and not be fenced or gated so as to prevent public access.~~

~~(2) Public open space shall be contiguous to the maximum extent feasible.~~

~~(3) Areas less than 10 feet in width may not count as public open space.~~

~~(4) The requirement of 10% public open space may be modified by the Community Development Director or assigned for projects developed on lots less than 20,000 square feet in size.~~

(f) General regulations. See Article 3 of this chapter.

(g) Parking regulations. See Article 5 of this chapter.

(h) Sign regulations. See Article 6 of this chapter.

(i) Landscaping regulations. See Article 7 of this chapter.

(j) Procedures. See Article 12 of this chapter.

(k) Development Standards within the Artesia and Aviation Corridors Area Plan.

(1) Purpose: The purpose of this subsection is to establish development standards specific to C-2 zoned properties located within the Artesia and Aviation Corridors Area Plan. The intention of these development standards is to foster and support the development of a vibrant, pedestrian-oriented corridor that balances commercial vitality with neighborhood compatibility, consistent with the adopted Artesia and Aviation Corridors Area Plan objectives. The Artesia and Aviation Corridors Area Plan includes properties along Artesia and Aviation Boulevard from the transportation easement (rail line) east of Inglewood Avenue to the western City boundary at Aviation Boulevard.

(2) Applicability: The development standards in this subsection apply only to properties located within the boundaries of the Artesia and Aviation Corridors Area Plan. All other areas outside the Artesia and Aviation Corridors Area Plan zoned C-2 shall continue to be regulated by subsections (a) through (j) above.

(3) Development Standards for the Artesia and Aviation Corridors Area Plan:

a. Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 1.5 (see definition of floor area ratio in Section 10-2.402).

b. Building height. No building or structure shall exceed a height of 45 feet (see definition of building height in Section 10-2.402).

c. Stories. No building shall exceed three stories (see definition of story in Section 10-2.402).

d. Setbacks.

1. Front setback

(i) Minimum required. There shall be a minimum front setback of five feet the full width of the lot.

i. Buildings shall be oriented towards Artesia and Aviation Boulevard frontages and provide entrances from the sidewalk. Entrances can also be oriented towards courtyards and plazas provided the courtyard or plaza is oriented towards and accessed directly from Artesia and Aviation Boulevards.

ii. The placement of off-street parking in the front of the building may be authorized through approval of an Administrative Use Permit (AUP) as determined by the Community Development Director as identified in Municipal Code Section 10-2.1707(b)(2)(b)(1)

3. Side setback.

(i) There shall be a minimum side setback of five feet the full length of the lot on the street side of a corner or reverse corner lot.

(ii) No side setback shall be required along the interior lot lines.

4. Rear setback. No rear setback shall be required, except where the rear lot line is contiguous to a residential zone, in which case the following standards shall apply:

(i) There shall be a minimum rear setback of 20 feet the full width of the lot;

(ii) The required rear setback may be modified pursuant to Planning Commission Design Review (Section 10-2.2502).

4. Third story setback. Within the first 30 feet of property depth, all building elevations above the second floor along Artesia and Aviation Boulevard shall have a minimum average setback of five feet from the second floor building face.

e. To promote a pedestrian-oriented and visually engaging streetscape, all first-floor commercial spaces shall have a minimum floor-to-ceiling dimension of 12 feet.

(4) The following design standards and guidelines are required in addition to Artesia and Aviation Corridors Area Plan Guidelines for new structures and any addition of gross floor area of 1,000 square feet or more, whether attached or detached, to an existing commercial structure:

a. Architecture and design:

1. Façade Materials: Projects shall incorporate high-quality materials that are consistent with and complementary of the building's architectural style. Materials such as vinyl, plastic, or similar less-quality materials as determined by the Community Development Director, or designee, are not permitted. Materials shall support a cohesive and visually refined design and be suitable for long-term durability. Acceptable materials including but not limited to, natural stone, brick, precast concrete, wood, and factory-finished metal panels (heavy-gauge only, in corrugated or flat sections, low reflectivity) are preferred.

2. Specific design features and elements that should be incorporated into the projects design include the following:

(i) Storefronts and Entrances:

i. The storefront shall enhance the visual quality and character of the street and reflect the architectural style of the building while maintaining individuality.

ii. Provide continuous variety and make buildings appear unique while contributing to a cohesive, vibrant, and human-scaled environment.

iii. Provide incremental shifts in the wall plane, building material variation, and window patterns to create small shadows that give an impression of depth and texture.

iv. For retail uses a minimum of 70 percent of the first-floor fronting Artesia Boulevard or Aviation Boulevard shall consist of transparent materials

such as glass or windows. Display windows should provide visual interest and pedestrian engagement (e.g., merchandise, art, interior activity) and encourage pedestrian activity though transparent, inviting facades.

v. Building entries should be at or near grade and oriented toward the street and clearly defined. Pedestrian entrances and windows should be the dominant elements on the public street façades. Consider using recessed entrances to create depth and shadow, and enhance the walkability and visual interest of the storefront area.

3. Corner Emphasis: Distinctive corner architectural treatments such as taller parapets, curved glazing, or tower elements to anchor intersections shall be incorporated into the design of the project.

4. Shade Structures: Consider incorporating awnings or canopies or architectural shading devices (louvers, trellises) along retail frontages or commercial spaces for shade and functional design.

(i) Shade structures shall be designed to complement the primary building through consistent materials, color, form, and detailing. Materials shall be durable and result in longevity.

(ii). The size and shape of shade structures shall be proportionate to the building façade and the width of the bay or storefront they cover.

(iii) A minimum vertical clearance of eight feet above finished grade shall be provided for all elements that encroach into the public right-of-way or pedestrian areas.

(iv) Shade structures may encroach over public sidewalks or pedestrian pathways, provided a minimum two-foot setback from the curb line is maintained at all times and an Encroachment Permit is obtained.

5. Lighting: The placement and style of lighting shall highlight architectural features and signage.

(i) Lighting shall be designed and located to not project off-site or onto adjacent uses.

(ii) Lighting shall be warm, energy-efficient lighting for a welcoming nighttime appearance and pedestrian activity.

AMENDMENT OF CODE §10-2.625. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.625 shall be amended as follows *(proposed deletions shown as strike through text and proposed additions shown as underlined text)*:

Section 10-2.625 Development Standards, C-2-PD commercial zone.

(a) These standards shall apply to the C-2-PD zone with the exception of properties located in the AACAP which are subject to the standards identified in subsection (k) below.

(b)~~(a)~~ Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 0.5 (see definition of floor area ratio in Section 10-2.402)~~ except within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council~~.

~~(1) The floor area ratio (F.A.R.) of all buildings on a lot within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council, shall not exceed 0.6 (see definition of floor area ratio in Section 10-2.402).~~

(c)~~(b)~~ Building height. No building or structure shall exceed a height of 30 feet (see definition of building height in Section 10-2.402).

(d)~~(c)~~ Stories. No building shall exceed two stories (see definition of story in Section 10-2.402).

(e)~~(d)~~ Setbacks. The minimum setback requirements shall be as follows:

(1) Front setback.

a. Minimum required. There shall be a minimum front setback of ~~three~~ five feet the full width of the lot~~, except that display windows may project to the front property line, provided that the bottom of the projection is no less than three feet above the adjacent sidewalk grade~~. However, where a lot is contiguous to a residentially zoned lot fronting on the same street, the required front setback shall be the same as required for the contiguous residential lot.

b. Maximum permitted. The front setback shall not exceed 10 feet for 50% of the linear frontage of the building, except areas contiguous with the structure and used for outdoor dining or courtyards shall be exempt from this requirement. This setback area shall not be used for parking.

(2) Side setback.

a. There shall be a minimum side setback of 10 feet the full length of the lot on the street side of a corner or reverse corner lot.

b. No side setback shall be required along the interior lot lines, except where the side lot line is contiguous to a residential zone, in which case the following standards shall apply:

1. There shall be a minimum side setback of 20 feet the full length of the lot;

2. The required side setback may be modified pursuant to Planning Commission Design Review (Section 10-2.2502).

(3) Rear setback. No rear setback shall be required, except where the rear lot line is contiguous to a residential zone, in which case the following standards shall apply:

a. There shall be a minimum rear setback of 20 feet the full width of the lot;

b. The required rear setback may be modified pursuant to Planning Commission Design Review (Section 10-2.2502).

~~(e) Usable public open space within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council. For projects of 15,000 square feet of lot area or greater, spaces such as public plazas, public walkways and other public spaces of at least 10% of the F.A.R. shall be provided.~~

~~(1) Public open space shall be accessible to the public and not be fenced or gated so as to prevent public access.~~

~~(2) Public open space shall be contiguous to the maximum extent feasible.~~

~~(3) Areas less than 10 feet in width may not count as public open space.~~

~~(4) The requirement of 10% public open space may be modified by the Community Development Director or assigned for projects developed on lots less than 20,000 square feet in size.~~

(f) General regulations. See Article 3 of this chapter.

(g) Parking regulations. See Article 5 of this chapter.

(h) Sign regulations. See Article 6 of this chapter.

(i) Landscaping regulations. See Article 7 of this chapter.

(j) Procedures. See Article 12 of this chapter.

(k) Development Standards within the Artesia and Aviation Corridors Area Plan.

(1) Purpose: The purpose of this subsection is to establish development standards specific to C-2-PD zoned properties located within the Artesia and Aviation Corridors Area Plan. The intention of these development standards is to foster and support the development of a vibrant, pedestrian-oriented corridor that balances commercial vitality with neighborhood compatibility, consistent with the adopted Artesia and Aviation Corridors Area Plan objectives. The Artesia and Aviation Corridors Area Plan includes properties along Artesia and Aviation Boulevard from the transportation easement (rail line) east of Inglewood Avenue to the western City boundary at Aviation Boulevard.

(2) Applicability: The development standards in this subsection apply only to properties located within the boundaries of the Artesia and Aviation Corridors Area Plan. All other areas outside the Artesia and Aviation Corridors Area Plan zoned C-2-PD shall continue to be regulated by subsections (a) through (j) above.

(3) Development Standards for the Artesia and Aviation Corridors Area Plan:

a. Floor Area Ratio: The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 1.5 (see definition of floor area ratio in Section 10-2.402).

b. Building height: No building or structure shall exceed a height of 45 feet (see definition of building height in Section 10-2.402).

c. Stories. No building shall exceed three stories (see definition of story in Section 10-2.402).

d. Setbacks.

1. Front setback

(i) Minimum required. There shall be a minimum front setback of five feet the full width of the lot.

(ii) Maximum permitted. The front setback shall not exceed 10 feet for 50% of the linear frontage of the building, except areas contiguous with the structure and used for outdoor dining or courtyards shall be exempt from this requirement. This setback area shall not be used for parking.

i. Buildings shall be oriented towards Artesia and Aviation Boulevard frontages and provide entrances from the sidewalk. Entrances can also be oriented towards courtyards and plazas provided the courtyard or plaza is oriented towards and accessed directly from Artesia and Aviation Boulevards.

2. Side setback.

(i) There shall be a minimum side setback of five feet the full length of the lot on the street side of a corner or reverse corner lot.

(ii) No side setback shall be required along the interior lot lines.

5. Rear setback. No rear setback shall be required, except where the rear lot line is contiguous to a residential zone, in which case the following standards shall apply:

(i) There shall be a minimum rear setback of 20 feet the full width of the lot;

(ii) The required rear setback may be modified pursuant to Planning Commission Design Review (Section 10-2.2502).

4. Third story setback. Within the first 30 feet of property depth, all building elevations above the second floor shall have a minimum average setback of five feet from the second floor building face.

e. To promote a pedestrian-oriented and visually engaging streetscape, all first-floor commercial spaces shall have a minimum floor-to-ceiling dimension of 12 feet.

(4) The following design standards and guidelines are required in addition to Artesia and Aviation Corridors Area Plan Guidelines for new structures and any addition of gross floor area of 1,000 square feet or more, whether attached or detached, to an existing commercial structure:

a. Architecture and design:

1. Façade Materials: Projects shall incorporate high-quality materials that are consistent with and complementary of the building's architectural style. Materials such as vinyl, plastic, or similar less-quality materials as determined by the Community Development Director, or designee, are not permitted. Materials shall support a cohesive and visually refined design and be suitable for long-term durability. Acceptable materials including but not limited to, natural stone, brick, precast concrete, wood, and factory-finished metal panels (heavy-gauge only, in corrugated or flat sections, low reflectivity) are preferred.

2. Specific design features and elements that should be incorporated into the projects design include the following:

(i) Storefronts and Entrances:

i. Provide continuous variety and make buildings appear unique while contributing to a cohesive, vibrant, and human-scaled environment.

ii. Provide incremental shifts in the wall plane, building material variation, and window patterns to create small shadows that give an impression of depth and texture.

iii. For retail uses a minimum of 70 percent of the first-floor fronting Artesia Boulevard or Aviation Boulevards shall consist of transparent materials such as glass or windows. Display windows should provide visual interest and pedestrian engagement (e.g., merchandise, art, interior activity) and encourage pedestrian activity though transparent, inviting facades.

iv. Building entries should be at or near grade and oriented toward the street and clearly defined. Pedestrian entrances and windows should be the dominant elements on the public street façades. Consider using recessed entrances to create depth and shadow, and enhance the walkability and visual interest of the storefront area.

3. Corner Emphasis: Distinctive corner architectural treatments such as taller parapets, curved glazing, or tower elements to anchor intersections shall be incorporated into the design of the project.

4. Shade Structures: Consider incorporating awnings or canopies or architectural shading devices (louvers, trellises) along retail frontages or commercial spaces for shade and functional design.

(i) Shade structures shall be designed to complement the primary building through consistent materials, color, form, and detailing. Materials shall be durable and result in longevity.

(ii) The size and shape of shade structures shall be proportionate to the building façade and the width of the bay or storefront they cover.

(iii) A minimum vertical clearance of eight feet above finished grade shall be provided for all elements that encroach into the public right-of-way or pedestrian areas.

(iv) Shade structures may encroach over public sidewalks or pedestrian pathways, provided a minimum two foot setback from the curb line is maintained at all times and an Encroachment Permit is obtained.

5. Lighting: The placement and style of lighting shall highlight architectural features and signage.

(i) Lighting shall be designed and located to not project off-site or onto adjacent uses.

(ii) Lighting shall be warm, energy-efficient lighting for a welcoming nighttime appearance and pedestrian activity.

AMENDMENT OF CODE §10-2.913. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.913 shall be amended as follows *(proposed deletions shown as strike-through text and proposed additions shown as underlined text; changes since the Planning Commission review are shown in purple)*:

Section 10-2.913 Development standards: MU-1 mixed-use zone.

Subsection (a) will be amended to read:

(a) Floor area ratio. See definition of floor area ratio in Section 10-2.402.

(1) Commercial uses. For projects containing only commercial uses, the floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 0.5.~~, except within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council.~~

~~a. The floor area ratio (F.A.R.) of all buildings on a lot within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council, shall not exceed 0.6 (see definition of floor area ratio in Section 10-2.402).~~

(2) Mixed-use. For projects including both commercial and residential uses, the floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 1.5. The following shall also apply:

a. Maximum commercial floor area. All floor area exceeding a floor area ratio of 0.7 shall be developed for residential uses.

b. Minimum commercial floor area. The commercial component of mixed-use projects shall have a minimum floor area ratio of ~~0.35.~~ 0.3.

AMENDMENT OF CODE §10-2.916. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.916 shall be amended as follows *(proposed deletions shown as strike through text and proposed additions shown as underlined text; changes since the Planning Commission review are shown in purple)*:

Section 10-2.916 Development standards: MU-3A mixed-use zone.

Subsection (a) will be amended to read:

(a) Floor area ratio. (See definition of floor area ratio in Section 10-2.402.)

(1) Commercial uses. For projects containing only commercial uses, the floor area ratio (F.A.R.) of all buildings on a lot shall not ~~be less than 0.35 or~~ exceed ~~1.0~~ 0.5.

(2) Mixed-use. For projects including both commercial and residential uses, the floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 1.5. The following shall also apply:

a. Maximum commercial floor area. All floor area exceeding a floor area ratio of 0.7 shall be developed for residential uses.

b. Minimum commercial floor area. The commercial component of mixed-use projects shall have a minimum floor area ratio of ~~0.35.~~ 0.3 multiplied by the lot area within 130 feet of the property line abutting Pacific Coast Highway.

AMENDMENT OF CODE §10-2.918. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.918 shall be removed. *(Change is shown in purple because it is a new clean-up item since Planning Commission Review).*

Section 10-2.918 Development standards: MU-3C mixed-use zone.

There are no instances of this zoning designation outside of the Coastal Zone, so it will be removed from Title 10, Chapter 2 of the municipal code. These properties are subject to Title 10, Chapter 5 (Coastal Land Use Plan Implementing Ordinance) of the municipal code.

AMENDMENT OF CODE §10-2.1012. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.1012 shall be amended as follows *(proposed deletions shown as strike through text and proposed additions shown as underlined text)*:

Section 10-2.1012 Development standards: I-1 industrial zone.

Subsection (a) will be amended to read:

(a) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed ~~0.7~~ 1.0 (see definition of floor area ratio in Section 10-2.402).

AMENDMENT OF CODE §10-2.1013. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.1013 shall be amended as follows *(proposed deletions shown as strike through text and proposed additions shown as underlined text)*:

Section 10-2.1013 Development standards: I-1A industrial zone.

Subsection (a) will be amended to read:

(a) The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 1.0 ~~0.7, except that the F.A.R. may be increased to a maximum of 1.0 on individual lots subject to the approval of a development agreement containing provisions limiting the cumulative floor area ratio of all parcels in the zone to a maximum of 0.7~~. (See definition of floor area ratio in Section 10-2.402).

AMENDMENT OF CODE §10-2.1014. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.1014 shall be amended as follows (proposed deletions shown as strike through text and proposed additions shown as underlined text):

Section 10-2.1014 Development standards: I-1B industrial zone.

Subsection (b) will be amended to read:

(b) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed ~~0.7~~ 1.0 (see definition of floor area ratio in Section 10-2.402).

AMENDMENT OF CODE §10-2.1022. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.1022 shall be amended as follows *(proposed deletions shown as strike through text and proposed additions shown as underlined text)*:

Section 10-2.1022 Development standards: IC-1 industrial-commercial zone.

Subsection (c) will be amended to read:

(c) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed ~~0.7~~ 1.0 (see definition of floor area ratio in Section 10-2.402).

AMENDMENT OF CODE §10-2.1110. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.1110 shall be amended as follows *(proposed deletions shown as strike through text and proposed additions shown as underlined text; changes are shown in purple because they are new clean-up items since Planning Commission Review)*:

Section 10-2.1110 Land use regulations: P-CIV Civic Center zone, ~~P-RVP Riviera Village parking zone, P-GP generating plant zone,~~ P-ROW right-of-way zone, P-CF community facility zone, P-PRO parks, recreation, and open space zone, and P-SF school facility zone.

In the following schedule the letter "P" designates use classifications permitted in the specified zone and the letter "C" designates use classifications permitted subject to approval of a Conditional Use Permit, as provided in Section 10-2.2506. Where there is neither a "P" nor a "C" indicated under a specified zone, or where a use classification is not listed, that classification is not permitted. The "Additional Regulations" column references regulations located elsewhere in the Municipal Code.

Use Classifications	P-CIV	~~P-RVP~~	~~P-GP~~	P-ROW	P-CF	P-PRO	P-SF	Additional Regulations See Section:

...

AMENDMENT OF CODE §10-2.2113. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.2113 shall be removed.

Section 10-2.1113 Development standards: P-RVP Riviera Village parking zone.

There are no instances of this zoning designation outside of the Coastal Zone, so it will be removed from Title 10, Chapter 2 of the municipal code. These properties are subject to Title 10, Chapter 5 (Coastal Land Use Plan Implementing Ordinance) of the municipal code.

AMENDMENT OF CODE §10-2.2116. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.2116 shall be amended as follows *(proposed deletions shown as strike through text and proposed additions shown as*

underlined text; changes are shown in purple because they are new clean-up items for General Plan consistency since Planning Commission Review):

Section 10-2.1116 Development standards: P-CF community facility zone.

Subsection (a) will be amended to read:

(a) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed the maximum floor area ratio established by the General Plan. Compliance with the applicable General Plan floor area ratio standard shall not create an entitlement to the maximum floor area ratio. The appropriateness of the proposed floor area ratio shall be determined subject to Planning Commission Design Review based on site design, building massing, compatibility with surrounding development, and consistency with the objectives of this district.

AMENDMENT OF CODE §10-2.2117. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.2117 shall be amended as follows *(proposed deletions shown as strike through text and proposed additions shown as underlined text)*:

Section 10-2.1117 Development standards: P-PRO Parks, recreation, and open space zone.

Subsection (a) will be amended to read:

(ci) (a) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed ~~0.25~~ 0.20 (see definition of floor area ratio in Section 10-2.402).

AMENDMENT OF CODE §10-2.2118. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.2118 shall be amended as follows *(proposed deletions shown as strike through text and proposed additions shown as underlined text; changes are shown in purple because they are new clean-up items for General Plan consistency since Planning Commission Review)*:

Section 10-2.1118 Development standards: P-SF school facility zone.

Subsection (a) will be amended to read:

(a) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed the maximum floor area ratio established by the General Plan. Compliance with the applicable General Plan floor area ratio standard shall not create an entitlement to the maximum floor area ratio. The appropriateness of the proposed floor area ratio shall be determined subject to Planning Commission Design Review based on site design, building massing, compatibility with surrounding development, and consistency with the objectives of this district.

AMENDMENT OF CODE §10-2.2117. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.2117 shall be amended as follows *(proposed deletions shown as strike through text and proposed additions shown as underlined text)*:

Section 10-2.1117 Development standards: P-PRO Parks, recreation, and open space zone.

Subsection (a) will be amended to read:

(a) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed ~~0.25~~ 0.20 (see definition of floor area ratio in Section 10-2.402).

Amendments to Article 4, Special Use Regulations

AMENDMENT OF CODE §10-2.1642. Title 10, Chapter 2 (Zoning and Land Use) Article 4 Section 10-2.1642 shall be amended as follows (proposed deletions shown as strike through text and proposed additions shown as underlined text):

Section 10-2.1642 Rooftop Dining Use and Regulations.

(a) Purpose. The purpose of this section is to manage the development and operation of rooftop dining in order to enhance placemaking opportunities in commercial districts and simultaneously prevent adverse impacts; ensure compatibility with surrounding land uses; protect nearby businesses and residential neighborhoods from noise, lighting, and operational impacts; and maintain a healthy and balanced mix of commercial uses.

(b) An Administrative Use Permit is required. Rooftop Dining shall be subject to the approval of an Administrative Use Permit pursuant to Section 10-2.2506.

(c) Criteria. Rooftop Dining shall be permitted only in the following zones, subject to approval of an Administrative Use Permit:

(1) The C-2 and C-2-PD zones, for properties located within the boundaries of the AACAP.

a. Capacity and Design

1. The roof top dining area shall be included and assessed as part of the structure's Floor Area Ratio.

2. The rooftop dining area shall be designed, managed, operated, and maintained as an integral part of an associated permitted restaurant.

3. The rooftop dining area and structures (railing, shade structures, etc.) shall be architecturally compatible with and integrated into the structure. Additional temporary accessory structures including arbors and sunshades are permitted with the approval of the Community Development Director or designee.

4. The maximum number of occupants shall be determined based on the square footage, exits, facilities, and available parking (with the exception of the AACAP for parking standards), as evaluated through the Administrative Use Permit and the Building Official.

5. Rooftop furniture and décor shall be weather-resistant and be maintained in good condition.

6. Standards for the rooftop dining structures (non-furniture) include the following:

(i) Ancillary rooftop structures shall not exceed a height of 10 feet above the roof surface, and zoning height limit, with approval from the Community Development Director. Elevators are exempt from this height limit and shall be at the minimum height necessary to comply with the Building Code.

(ii) Structures shall maintain a minimum setback of five feet from all roof edges or parapets.

(iii) Rooftop dining operations shall be setback 20 feet from a property line that is contiguous to a residential zone.

b. Noise

1. An acoustical analysis may be required to address potential impacts on adjacent residential or sensitive uses, subject to the determination by the Community Development Director.

2. The Administrative Use Permit application for a rooftop dining shall include a noise mitigation plan that details the rooftop dining improvements, layout, and operations to ensure compliance with the Noise Ordinance. The noise mitigation plan shall include, but not be limited to, the following information and shall be incorporated in to the Administrative Use Permit conditions of approval:

(i) A detailed layout of the rooftop dining and entertainment areas (if applicable), including seating arrangements, mechanical equipment, speaker locations, and any "back of house" (kitchen/staffing areas);

(ii) Proposed hours of operation for the rooftop dining and any outdoor music or entertainment;

(iii) Identification of any proposed amplified sound sources, including specifications and speaker location and direction;

(iv) Description of proposed physical or operational noise control measures such as barriers, enclosures, sound-absorptive materials, or sound-limiting systems; and

(v) Procedures for ongoing noise monitoring and response protocol to address noise complaints.

c. Operation

1. Rooftop dining hours of operation shall not exceed those authorized under the Administrative Use Permit.

2. No rooftop dining area shall serve alcoholic beverages unless such rooftop dining area provides full food service.

3. A Temporary Use Permit shall be obtained for any special events utilizing the use of the roof top restaurant per Municipal Code Section 10-2.2520(a).

d. Lighting

1. Rooftop lighting shall be downward-facing, shielded, and designed not to spill or direct glare onto adjacent properties while also providing a sufficient level of illumination for safety, access, and security purposes.

2. Lighting shall not blink, flash, oscillate, or be of unusually high intensity or brightness.

3. The rooftop dining plans shall include a lighting plan that identifies the location, intensity, shielding, and direction of rooftop lighting.

e. Screening and Privacy

1. Landscaping, screening walls, or other features may be required to protect the privacy of adjacent uses.

2. Mechanical equipment shall be screened in compliance with Municipal Code Section 10-2.1530.

f. Smoking

1. Smoking is prohibited on rooftop dining areas.

g. Parking

1. The required parking for rooftop dining is regulated by Municipal Code Section 10-2.1706(a)(3), stating no additional parking is required for the first 12 seats or a number of outdoor seats equivalent to 25 percent of the number of indoor seats, whichever is greater. Thereafter, one parking space shall be provided for every six seats. No parking is required for rooftop dining areas located within the Artesia and Aviation Corridors Area Plan (AACAP) boundary as identified in Municipal Code Section 10-21707(b).

h. Additional Administrative Use Permit Criteria.

1. In addition to the standard criteria to evaluate Administrative Use Permits, as identified in Municipal Code Section 10-2.2507(b), the additional criteria listed below shall be used in determining a project's consistency with the intent and purpose of this section:

(i) The proposed rooftop dining area supports and enhances the vibrancy and economic activity of the surrounding area.

(ii) The proposed design, location, and operation of the rooftop dining area minimizes potential noise, privacy, and light spillover impacts on adjacent properties.

(iii) The proposed rooftop dining is compatible with surrounding properties and uses.

i. Standard Conditions

1. The conditions stated in the resolution or design considerations integrated into the project shall be deemed necessary to ensure the rooftop dining use is compatible with adjacent uses and protects the public health, safety, and general welfare. Such conditions may include, but shall not be limited to:

(i) Hours of operation: Rooftop dining hours of operation shall be established in the Administrative Use Permit and shall consider adjacent uses and sensitive noise receptors when establishing the hours of operation.

(ii) Noise Mitigation Plan: The noise mitigation plan shall ensure that noise associated with rooftop dining does not impact adjacent uses. The noise mitigation plan may include specifics like the days and hours for the rooftop dining area, music and/or entertainment, noise regulating/monitoring systems, speaker locations, etc. The noise mitigation plan shall be incorporated into the conditions of approval for the Administrative Use Permit. The Community Development Director may require a noise study be completed by a licensed Acoustical Engineer, if determined necessary.

(iii) Lighting: All lighting for the rooftop dining shall be directed downward and shall not spill or direct glair onto adjacent properties.

(iv) Capacity and Layout: The occupancy and seating for the rooftop dining shall be set by the Building Division and the available parking for the property, if applicable.

(v) Safety and Access: Rooftop access shall be limited to customers and staff through controlled interior access points. The use shall comply with California Building Code requirements for guardrails, fire separation, and occupancy loads.

(d) Administrative Review and Enforcement

(1) The Community Development Director, or designee, may require the operator to conduct a noise study and/or amend the noise mitigation plan if noise impacts are identified during the ongoing operation of the business.

(2) The City may revoke or modify an Administrative Use Permit for rooftop dining if it is determined that the use creates a public nuisance, violates the Administrative Use Permit conditions, or impacts surrounding uses.

(3) Regular compliance inspections may be conducted.

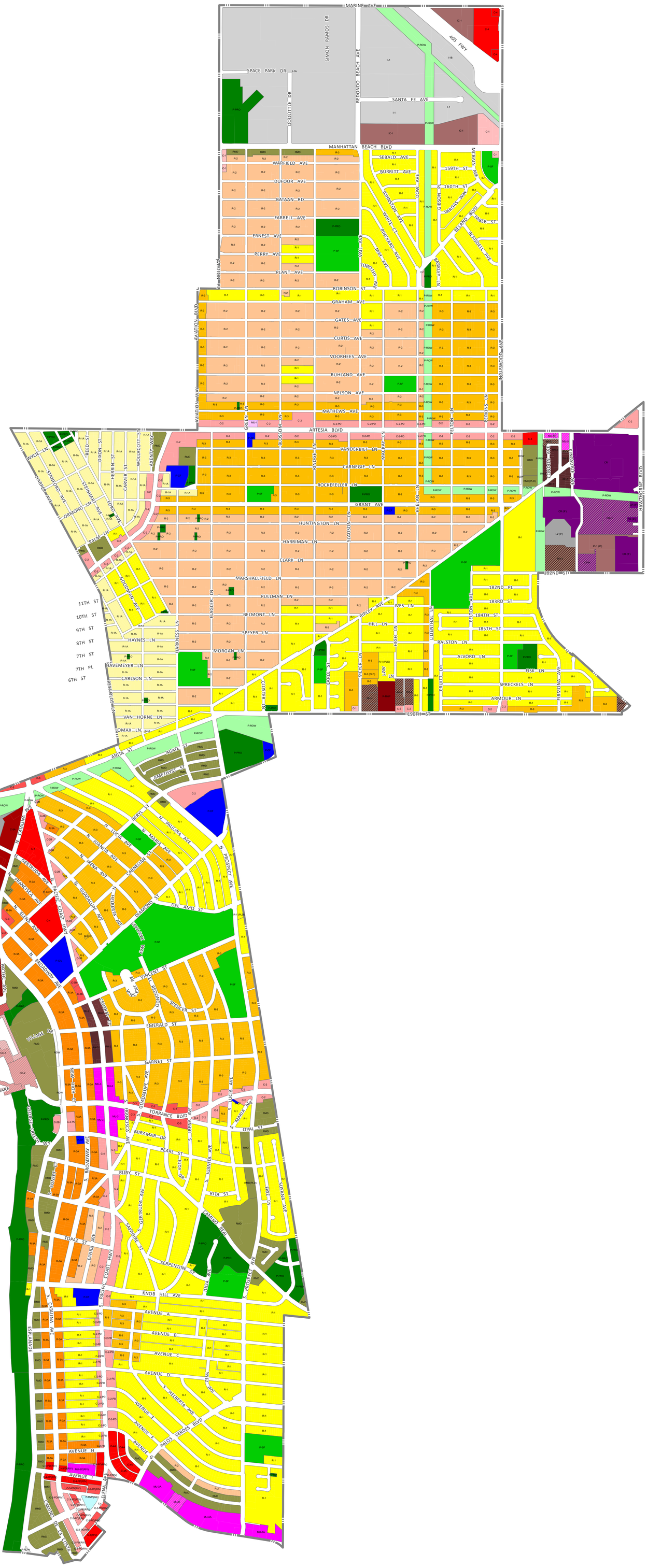
Exhibit B

Zoning Map

August 2026

- R-1
- R-1A
- R-2
- R-3
- R-3A
- RMD
- RH-2
- RH-3
- RH-4
- R-MHP
- C-1
- C-2
- C-2-PD
- C-2B
- C-3
- C-3-PD
- C-3A
- C-3B
- C-4
- C-4-PD
- C-4A
- C-5A
- CC-1
- CC-2
- CC-3
- CC-4
- CC-5
- MU-1
- MU-1A
- MU-3
- MU-3A
- MU-3C
- MU-H
- CR
- CR-H
- I-1
- I-1A
- I-1B
- I-2
- I-2A
- IC-1
- P-CIV
- P-RVP
- P-GP
- P-ROW
- P-CF
- P-PRO
- P-SF

Overlay zones, where applied are denoted in parentheses following the base zone designations. Where two overlay zones are applied, they are separated by a hyphen.
Overlay zones include:
- (PLD) Planned development overlay zone
- (Riv) Riviera Village overlay zone
- (H) Historic overlay zone
- (IF) Industrial flex overlay zone



Date: July 1, 2026

0 600 1,200 1,800 Feet

City of Redondo Beach

ORDINANCE NO. CC-3315-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10 PLANNING AND ZONING, CHAPTER 5 COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE OF THE REDONDO BEACH MUNICIPAL CODE FOR CONSISTENCY WITH AND TO IMPLEMENT THE UPDATE TO THE CITY'S GENERAL PLAN LAND USE ELEMENT INCLUSIVE OF THE LAND USE PLAN, GOALS, POLICIES, AND IMPLEMENTATION MEASURES.

WHEREAS, the City's current General Plan was adopted on May 26, 1992; and

WHEREAS, on March 29, 2016 the City Council approved the City's three-year Strategic Plan goal to "Ensure sustainability, livability, and health by completing the General Plan update and by implementing environmentally responsible programs"; and

WHEREAS, on October 4, 2016, the City Council awarded the contract for planning and environmental consulting services to Placeworks, Inc. for updates to the "Land Use Element" and "Conservation, Recreation and Parks, and Open Space Element" of the City's General Plan and preparation of the required environmental documents; and

WHEREAS, on December 13, 2016 the City Council approved Resolution No. CC-1612-122 establishing a 27-member General Plan Advisory Committee (GPAC) to provide direct community stakeholder input to the update of the Land Use and Conservation, Recreation and Parks, and Open Space Elements of the General Plan including analysis and recommendations regarding amendments to the Mixed-Use Zoning and Development Standards, and opportunities for additional recreation, parks, and open space areas; and

WHEREAS, on February 21, 2017 pursuant to Resolution No. CC-1612-122, the Mayor and City Council selected the members of the GPAC and the City Clerk reviewed all selections and confirmed each was a resident of Redondo Beach. Two (2) members were appointed by the Mayor, one (1) of whom served as the Chair, and each Council Member appointed five (5) members, three (3) of whom resided in their District; and

WHEREAS, the GPAC conducted a total of twenty-eight (28) noticed public meetings since April 27, 2017, with their final meeting being held on January 31, 2024. At the final meeting, GPAC completed their discussions and recommendations for the final draft focused General Plan, which includes a consistently formatted, comprehensive General Plan document with a new Introduction, along with updated Goals, Policies, and Implementation Measures for the Land Use, Open Space and Conservation, Safety, and Noise Elements; and

WHEREAS, on February 29, 2024 the City's Draft General Plan document was

released for comment on the City's website, allowing the public and other interested parties to comment directly on the Draft General Plan Document. Additionally, on March 20, 2024 City staff and Placeworks, Inc. conducted an open house meeting to present and take input on the City's Draft General Plan update; and

WHEREAS, on June 20, August 1, and August 15, 2024 the Planning Commission held multiple duly noticed public hearings to take testimony from staff, the public and other interested parties, and to deliberate on updates to the City's General Plan Land Use, Open Space & Conservation, Noise, and Safety Element, and revisions to the City's Zoning Ordinances and LCP required for consistency and to implement the City's Housing Element and other nonresidential amendments; and

WHEREAS, on September 19, 2024 the Planning Commission held a final duly noticed public hearing and completed its deliberations on updates to the City's General Plan Land Use, Open Space & Conservation, Noise, and Safety Elements, and updates to the City's Zoning Ordinances and LCP, including the Coastal Land Use Plan and Coastal Land Use Plan Implementing Ordinance, required for consistency and to implement the City's Housing Element and Land Use Element and took testimony from staff, the public and other interested parties, and considered the associated Draft Program Environmental Impact Report and recommended that the City Council certify, pursuant to CEQA, the Final Program Environmental Impact Report, adopt the General Plan Update (Land Use, Open Space and Conservation, Noise, and Safety Elements) with certain proposed changes as set forth in Planning Commission Resolution No. 2024-09-PCR-09, adopt amendments to the City of Redondo Beach's Coastal Land Use Plan of the Local Coastal Program, adopt amendments to the Redondo Beach Municipal Code, Title 10, Planning and Zoning, Chapter 1, Subdivisions, Chapter 2 Zoning and Land Use, Chapter 5 Coastal Land Use Plan Implementing Ordinance to make consistent and implement the City's General Plan (inclusive of the Land Use and Housing Elements), Coastal Land Use Plan, and Local Coastal Program amendments; and

WHEREAS, pursuant to CEQA, a Draft Program Environmental Impact Report (Draft PEIR) has been prepared and was presented to the Planning Commission at the same time as the final draft of the General Plan Update, Zoning Ordinance Amendments, Zoning Ordinance for the Coastal Zone Amendments, and Local Coastal Program Amendments; and

WHEREAS, the overall purpose of the PEIR is to inform the City, responsible agencies, decision makers, and the public about the potential environmental effects resulting from full implementation of the proposed Redondo Beach General Plan Update, and the associated Zoning Ordinance, Zoning Ordinance for the Coastal Zone, and Local Coastal Program amendments that are required for consistency purposes and to implement the City's certified 6th Cycle 2021-2029 Housing Element; and

WHEREAS, the PEIR addresses effects that may be significant and adverse; evaluates alternatives to the project; and identifies mitigation measures and alternatives to reduce or avoid identified potentially significant impacts; and

WHEREAS, included as an appendix to the PEIR, Appendix A Buildout Methodology, explains the buildout assumptions and methodologies utilized for projecting the potential growth in the City over the next 25 years to the horizon year of the General Plan Update of 2050; and

WHEREAS, on August 1, 2024 an "Amended Notice of Availability of a Draft Environmental Impact Report" was issued to advise the public and interested parties that the City of Redondo Beach Planning Division had released the Draft PEIR addressing potential impacts associated with the Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Coastal Program Amendment (proposed project) for a 47-day review period beginning on August 1, 2024, and ending on September 16, 2024; and

WHEREAS, on August 1, 2024 the City's Updated Draft General Plan, Draft Zoning Ordinance, and Draft LCP, were again released for comment on the City's website, allowing the public and other interested parties to comment directly on the Draft General Plan Document; and

WHEREAS, the City timely received 18 written comments on the Draft PEIR and all comments timely received on the Draft PEIR have been responded to and are included in the Final PEIR, which consists of the Draft EIR, responses to comments timely received on the Draft PEIR, and clarifications/revisions to the Draft EIR; and

WHEREAS, on October 1, 15, and 29, 2024, and November 5, 2024, the City Council, at duly noticed public hearings, considered the Project and the Draft and Final PEIR, at which times the City staff presented its reports and interested persons had an opportunity to be heard and to present evidence regarding the General Plan Update (inclusive of amendments to the City's Coastal Land Use Plan Implementing Ordinance) and the Final PEIR; and

WHEREAS, at their duly noticed public hearing on October 15, 2024, City Council directed staff to move forward with the Housing Element implementation related General Plan, Zoning Ordinance, and Local Coastal Program Amendments (2024 Amendments) to comply with the statutory deadline of February 12, 2025 and defer other proposed nonresidential amendments for later consideration. Additionally, City Council directed City staff to include other residential amendments not required by the City's Housing Element that change residential capacity at the same time as the Housing Element related amendments (2024 Amendments); and

WHEREAS, on November 5, 2024, the City Council of the City of Redondo Beach adopted Resolution No. CC-2410-105 certifying the Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Program Amendment Final Program Environmental Impact Report (PEIR) (SCH No. 2023050732) (certified PEIR) pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.); and

WHEREAS, at their duly noticed public meeting on January 6, 2026, City Council conducted a discussion on LUE policies related to historic preservation and directed staff to maintain policies that continue to value historic properties while promoting a voluntary historic designation process; and

WHEREAS, at their duly noticed public meeting on January 20, 2026, City Council conducted focused discussions on the allowed building floor area ratio (FARs) for Public Institutional (PI) properties. The City Council generally supported maintaining FARs and land use designations as originally proposed in the draft updated LUE, with the exception of the Beach Cities Health District campus, which Council directed to consider setting at 1.25 FAR to accommodate future services; and

WHEREAS, at their duly noticed public meeting on March 3, 2026, City Council reviewed and provided policy direction on changes to the land use designations from Public "P" to "OS" (Parks and Open Space) for all, or portions of, three School District owned properties identified as Alta Vista Elementary School Fields; the former Franklin School Site (Friendship Campus); and the Lincoln Elementary School Fields. Regarding the three sites, the City Council made separate motions directing the following: 1) that the land use designations at Alta Vista be updated so that "P" and "OS" designations follow the fence line separating Alta Vista School and Alta Vista Park; 2) to maintain a "P" designation for the portion of the property occupied by Friendship Campus and an "OS" for Franklin Park; and 3) that the "OS" designation at Lincoln Elementary be applied to the area above the baseball fields and parking lot; and

WHEREAS, at their duly noticed public hearing on May 5, 2026, City Council adopted amendments to the 6th Cycle 2021-2029 Housing Element and associated Zoning Ordinances (2nd reading on May 12, 2026). The amendments replaced the Affordable Housing Overlay zones, required to meet the City's Regional Housing Needs Allocation (RHNA), with High Density Multi-Family Residential (65 du/ac) and Mixed-Use zoning designations (65 du/ac to 80 du/ac) obligating future redevelopment of the identified "housing sites" to include a minimum of 50% of the floor area as residential. In their letter dated May 20, 2026, HCD found that "the adopted housing element, its amendments and Zoning Documents continue to meet the requirements of State Housing Element Law" and further cited that "This finding of substantial compliance has remained unchanged since HCD's September 1, 2022 review." The change in designations as part of the Housing Element amendments are reflected in the draft LUE update. Additionally, the City Council adopted an Addendum to the Certified Final Environmental Impact Report (SCH#2023050732) for the Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Program Amendment confirming no additional environmental impacts or subsequent additional mitigation is required for the amendments to the Housing Element and implementing zoning ordinance amendments as part of the adoption of this project; and

WHEREAS, at their duly noticed public meeting on July 7, 2026, City Council reviewed and provided policy direction on the scope of the Land Use Element and Zoning

Ordinance modifications (and as required for implementation and consistency, any modifications to the Coastal Land Use Plan of the City's Certified Local Program and Coastal Land Use Plan Implementing Ordinance), and determined to move forward with the proposed increases in Floor Area Ratio (FAR) along Artesia and Aviation Boulevards and certain commercial and industrial zones for consideration and action on August 4, 2026, and separate and defer taking action on the PI Land Use and Zoning FAR limits to a later unspecified date. Additionally, City Council provided direction on the scope of the Article XXVII related ballot measure to be scheduled for the November 3, 2026 general election by separating and deferring the PI Land Use and Zone FAR limits from the November 3, 2026 Article XXVII Analyses and ballot measure and incorporating the land use changes associated with the latest amendment to the City's Housing Element as part of the "Current Plan" which would be posted 10 days after the Land Use Element and Zoning Ordinance adoption planned for August 4, 2026; and

WHEREAS, agencies and interested members of the public have been afforded ample notice and opportunity to comment on the proposed amendments to Title 10 Planning and Zoning, Chapter 5 Coastal Land Use Plan Implementing Ordinance; and

WHEREAS, at their duly noticed public meeting on July 21, 2026, City Council reviewed and provided direction on the scope, organization, and format of the Article XXVII related ballot measure to be scheduled for the November 3, 2026 general election to improve readability and clarity for the electorate; and

WHEREAS, on August 4, 2026 the City Council, at their duly noticed public hearing and pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.), approved an "Addendum" to the certified program Final Environmental Impact Report for the General Plan Update to the Land Use Element, Local Coastal Program, and Zoning Ordinances regarding C-2 and C-2-PD development standards and rooftop dining provisions within the Artesia and Aviation Corridor Area Plan (AACAP) with the approval of Resolution No. XXXX-XXX; and

WHEREAS, multiple technical studies, environmental scoping meetings, community surveys, public meetings and workshops with the GPAC, the general public, the Planning Commission, and the City Council since 2016 have all served to engage and inform the general public including residents, business owners/operators, and other interested parties and have shaped the resulting draft General Plan Update and the associated Zoning Ordinance and Local Coastal Program Amendments inclusive of the Coastal Land Use Plan and Coastal Land Use Plan Implementing Ordinance required for consistency with the General Plan, Coastal Act, implementation the Housing Element, and to express the community's desired future for growth and development over the subsequent 20-30 years.

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

SECTION 1. That the above recitals are true and correct, and are incorporated herein by

reference as if set forth in full.

SECTION 2. That the City Council hereby adopts amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 5 Coastal Land Use Plan Implementing Ordinance to make consistent and implement the City's updated General Plan Land Use Element (inclusive of the land use plan, goals, and policies) and Local Coastal Program (inclusive of the Coastal Land Use Plan) that serve as the framework to express the community's desired future for growth and development, in accordance with the proposed changes/edits attached as "Exhibit A" and "Exhibit B" which are incorporated herein by this reference.

SECTION 3. That the amendments to Title 10 Planning and Zoning, Chapter 5 Coastal Land Use Plan Implementing Ordinance are consistent with the "Purpose" and procedures pursuant to Redondo Beach Municipal Code Section 10-5.2504 Zoning amendments.

SECTION 4. That the amendments to Title 10 Planning and Zoning, Chapter 5 Coastal Land Use Plan Implementing Ordinance are consistent with and implement the City's General Plan Land Use Element as updated, Local Coastal Program as updated, and the Coastal Act.

SECTION 5. That some of the amendments to the Coastal Land Use Plan of the City's Certified Local Program and Coastal Land Use Plan Implementing Ordinance are considered "Major Changes in Allowable Land Use" and therefore subject to Article XXVII of the City's Charter.

SECTION 6. The amendments to the General Plan Land Use Element and the Coastal Land Use Plan of the City's Certified Local Program and Coastal Land Use Plan Implementing Ordinance that are determined to be a "Major Change in Allowable Land Use" pursuant to the provisions of Article XXVII are not in effect unless and until adopted by an affirmative majority vote approving the Article XXVII Ballot Measure anticipated on the November 3, 2026 Special Election; and subsequently approved by the California Coastal Commission.

SECTION 7. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this amendment to Title 10 Planning and Zoning, Chapter 5 Coastal Land Use Plan Implementing 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 these amendments to Title 10 Planning and Zoning, Chapter 5 Coastal Land Use Plan Implementing Ordinance. The City Council declares that it would have passed this amendment to Title 10 Planning and Zoning, Chapter 5 Coastal Land Use Plan Implementing 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 8. 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 of such inconsistencies and no further, are hereby repealed.

SECTION 9. PUBLICATION AND EFFECTIVE DATE. This ordinance, or a summary of this ordinance, shall be published at least once in the City's official newspaper within 15 days from and after the date of approval by the California Coastal Commission; or published in conformance with the alternative publication requirements pursuant to the Redondo Beach City Charter Section 9.15 by posting the ordinance in at least three public places in the City as designated by the Council and posted on the City's online website or publicly available City-controlled internet site in lieu of publication if the ordinance solely pertains to the municipal affairs of the city, and same shall go into effect and be in full force from and operation from thirty (30) days after its final passage and adoption except for those changes that are considered Major Changes in Allowable Land Uses pursuant to Article XXVII. Those amendments subject to the provisions of Article XXVII are not in effect unless and until adopted by an affirmative majority vote approving the Article XXVII Ballot Measure anticipated on the November 3, 2026 Special Election and then approved by the California Coastal Commission.

[THIS SECTION INTENTIONALLY LEFT BLANK]

PASSED, APPROVED AND ADOPTED this 11th day of August, 2026.

James A. Light, Mayor

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

ATTEST:

Eleanor Manzano, CMC, City Clerk

CERTIFICATION

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. 3315-26 was introduced at a regular meeting of the City Council held on the 4th day of August, 2026 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 11th day of August, 2026, 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

"Exhibit A":
Proposed Amendments to Title 10, Chapter 5 of the Municipal Code.

Amendments to Article 1, General Provisions

AMENDMENT OF CODE §10-5.201. Title 10, Chapter 5 (Coastal Land Use Plan Implementing Ordinance) Article 1 Section 10-5.201 shall be amended as follows *(proposed deletions shown as strike-through text and proposed additions shown as underlined text; changes are shown in purple because they are new clean-up items for since Planning Commission Review)*:

Section 10-5.201, General rules for applicability of zoning regulations.

Subsection (i) will be amended to read:

(i) References to classes of zones. References to "residential zones" shall include the R-1, R-2, R-3A, RMD, and RH zones. References to "commercial zones" shall include the C-2, C-3, C-4, C-5 and the CC coastal commercial zones. References to "commercial" or "mixed use" zones shall include the ~~MU-2~~ MU-1A and MU-3 zones. Reference to "public zones" shall include all P zones.

AMENDMENT OF CODE §10-5.300. Title 10, Chapter 5 (Coastal Land Use Plan Implementing Ordinance) Article 1 Section 10-5.300 shall be amended as follows *(proposed deletions shown as strike-through text and proposed additions shown as underlined text)*:

Section 10-5.300, Designation of Zones

Subsection (c) will be amended to read:

(c) Mixed Use.

(1) MU-~~2~~1 Mixed Use Zone: MU-1A.

Amendments to Article 2, Zoning Districts

AMENDMENT OF CODE §10-5.815. Title 10, Chapter 5 (Coastal Land Use Plan Implementing Ordinance) Article 52 Section 10-5.812 shall be amended as follows *(proposed deletions shown as strike through text and proposed additions shown as underlined text)*:

Section 10-5.815 Development standards: CC-4 coastal commercial zone.

Subsection (a) paragraph (2) will be amended to read:

(2) Sub-area 2. On Mole B and on portions of leaseholds in sub-area 2 as shown in the illustration in subsection (c) of this section, FAR shall not exceed ~~0.25~~ 0.20.

AMENDMENT OF CODE §10-5.900. Title 10, Chapter 5 (Coastal Land Use Plan Implementing Ordinance) Article 5 Section 10-5.900 shall be amended as follows *(proposed deletions shown as strike through text and proposed additions shown as underlined text)*:

Section 10-5.900. Specific purposes: ~~MU-2~~ MU-1A and MU-3 mixed-use zones.

In addition to the general purposes listed in Section 10-5.102, the specific purposes of the ~~MU-2~~ MU-1A and MU-3 mixed use zones are to...

AMENDMENT OF CODE §10-5.910. Title 10, Chapter 5 (Coastal Land Use Plan Implementing Ordinance) Article 5 Section 10-5.910 shall be amended as follows *(proposed deletions shown as strike through text and proposed additions shown as underlined text)*:

Section 10-5.910. Land use regulations: ~~MU-2~~ MU-1A, MU-3, and MU-3C mixed-use zones.

In the following schedule the letter "P" designates use classifications permitted in the specified zone and the letter "C" designates use classifications permitted subject to approval of a Conditional Use Permit, as provided in Section 10-5.2506. Where there is neither a "P" nor a "C" indicated under a specified zone, or where a use classification is not listed, that classification is not permitted. The "Additional Regulations" column references regulations located elsewhere in the Municipal Code.

Use Classifications	~~MU-2~~ MU-1A	MU-3	MU-3C	Additional Regulations See Section:

....

AMENDMENT OF CODE §10-5.911. Title 10, Chapter 5 (Coastal Land Use Plan Implementing Ordinance) Article 5 Section 10-5.911 shall be amended as follows *(proposed deletions shown as strike through text and proposed additions shown as underlined text; changes are shown in purple because they are new clean-up items for General Plan consistency since Planning Commission Review)*:

Section 10-5.911. Additional land use regulations: ~~MU-2~~ MU-1A and MU-3 mixed-use zones.

Subsection (b) will be amended to read:

(b) Residential uses. Residential dwelling units may only be located on the second floor and higher of structures developed with commercial uses on the lower levels, with the following exception:

(1) ~~MU-2~~ MU-1A zone. In the ~~MU-2~~ MU-1A zone lots may be developed exclusively for residential use.

AMENDMENT OF CODE §10-5.912. Title 10, Chapter 5 (Coastal Land Use Plan Implementing Ordinance) Article 5 Section 10-5.912 shall be amended as follows *(proposed deletions shown as strike through text and proposed additions shown as underlined text; changes are shown in purple because they are new clean-up items for General Plan consistency since Planning Commission Review)*:

Section 10-5.912 Performance standards: ~~MU-2~~MU-1A and MU-3 mixed-use zones.

AMENDMENT OF CODE §10-5.914. Title 10, Chapter 5 (Coastal Land Use Plan Implementing Ordinance) Article 5 Section 10-5.914 shall be amended as follows *(proposed deletions shown as strike through text and proposed additions shown as underlined text; changes since the Planning Commission Hearing in September 2024 are shown in purple)*:

Section 10-5.914 Development standards: MU-~~2~~1a mixed-use zone.

Subsection (a) will be amended to read:

(a) Floor area ratio. See definition of floor area ratio in Section 10-5.402.

(1) Commercial uses. For projects containing only commercial uses, the floor area ratio (F.A.R.) of all buildings on a lot shall not ~~be less than 0.35 or~~ exceed 0.5 ~~0.7~~.

(2) Mixed-use. For projects including both commercial and residential uses, the floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 1.5. The following shall also apply:

a. Maximum commercial floor area. All floor area exceeding a floor area ratio of 0.7 shall be developed for residential uses.

b. Minimum commercial floor area. The commercial component of mixed-use projects shall have a minimum floor area ratio of ~~0.35.~~ 0.3.

AMENDMENT OF CODE §10-5.918. Title 10, Chapter 5 (Coastal Land Use Plan Implementing Ordinance) Article 5 Section 10-5.918 shall be amended as follows *(proposed deletions shown as strike-through text and proposed additions shown as underlined text)*:

Section 10-2.918 Development standards: MU-3C mixed-use zone.

Subsection (b) will be amended to read:

(b) Floor area ratio. (See definition of floor area ratio in Section 10-2.402.)

(1) Commercial uses. For projects containing only commercial uses, the floor area ratio (F.A.R.) of all buildings on a lot shall not ~~be less than 0.35 or~~ exceed ~~1.0~~ 0.5.

(2) Mixed-use. For projects including both commercial and residential uses, the floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 1.5. The following shall also apply:

a. Maximum commercial floor area. All floor area exceeding a floor area ratio of 0.7 shall be developed for residential uses.

b. Minimum commercial floor area. The commercial component of mixed-use projects shall have a minimum floor area ratio of ~~0.35.~~ 0.3.

AMENDMENT OF CODE §10-5.2113. Title 10, Chapter 5 (Coastal Land Use Plan Implementing Ordinance) Article 2 Section 10-5.2113 shall be amended as follows *(proposed deletions shown as strike-through text and proposed additions shown as underlined text)*:

Section 10-5.1113 Development standards: P-RVP Riviera Village parking zone.

Subsection (a) will be amended to read:

(a) Floor area ratio. The floor area ratio shall not exceed 0.75~~1.0~~. (See definition of "floor area ratio" in Section 10-5.402.)

AMENDMENT OF CODE §10-5.2116. Title 10, Chapter 5 (Coastal Land Use Plan Implementing Ordinance) Article 2 Section 10-5.2116 shall be amended as follows *(proposed deletions shown as strike through text and proposed additions shown as underlined text; changes are shown in purple because they are new clean-up items for General Plan consistency since Planning Commission Review)*:

Section 10-5.1116 Development standards: P-CF community facility zone.

Subsection (a) will be amended to read:

(a) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed the maximum floor area ratio established by the General Plan. Compliance with the applicable General Plan floor area ratio standard shall not create an entitlement to the maximum floor area ratio. The appropriateness of the proposed floor area ratio shall be determined subject to Planning Commission Design Review based on site design, building massing, compatibility with surrounding development, and consistency with the objectives of this district.

AMENDMENT OF CODE §10-5.2117. Title 10, Chapter 5 (Coastal Land Use Plan Implementing Ordinance) Article 2 Section 10-5.2117 shall be amended as follows *(proposed deletions shown as strike through text and proposed additions shown as underlined text)*:

Section 10-5.1117 Development standards: P-PRO Parks, recreation, and open space zone.

Subsection (a) will be amended to read:

(a) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed ~~0.25~~ 0.20 (see definition of floor area ratio in Section 10-2.402).

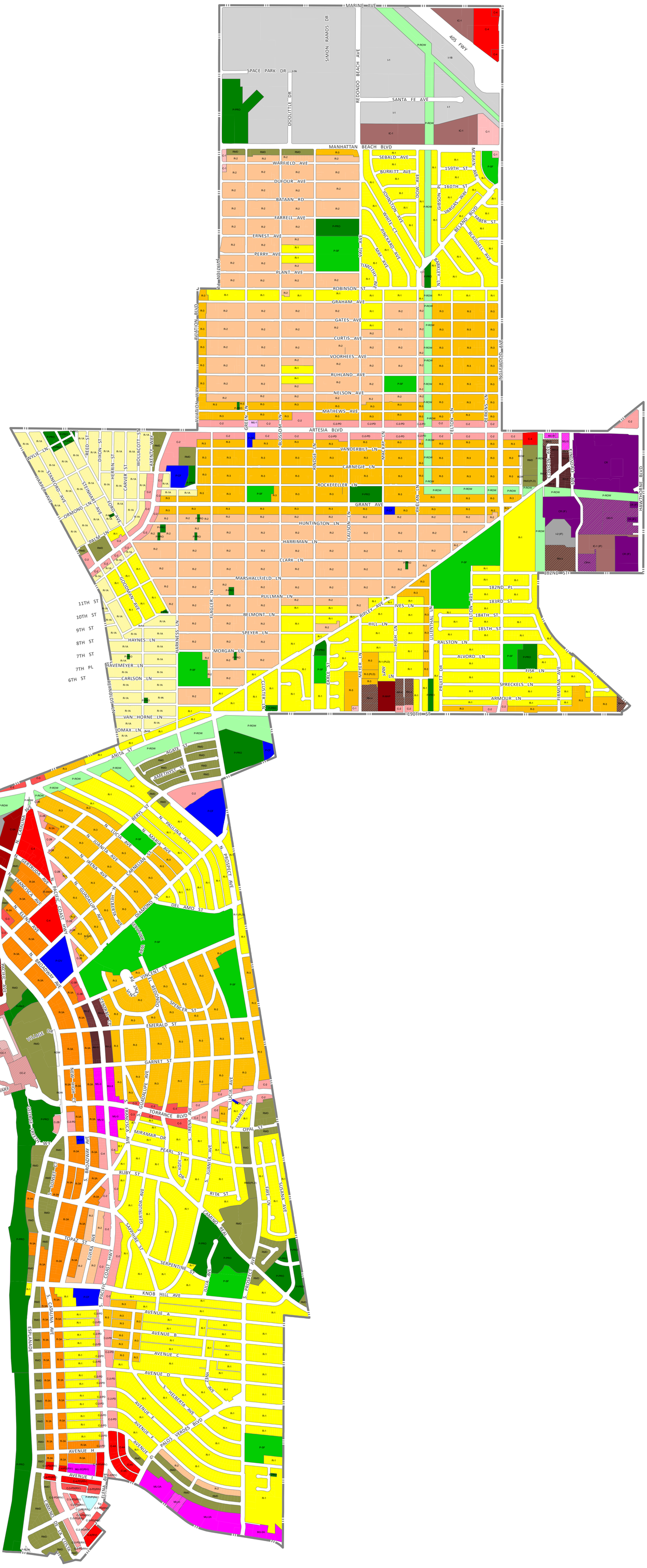
Exhibit B

Zoning Map

August 2026

- R-1
- R-1A
- R-2
- R-3
- R-3A
- RMD
- RH-2
- RH-3
- RH-4
- R-MHP
- C-1
- C-2
- C-2-PD
- C-2B
- C-3
- C-3-PD
- C-3A
- C-3B
- C-4
- C-4-PD
- C-4A
- C-5A
- CC-1
- CC-2
- CC-3
- CC-4
- CC-5
- MU-1
- MU-1A
- MU-3
- MU-3A
- MU-3C
- MU-H
- CR
- CR-H
- I-1
- I-1A
- I-1B
- I-2
- I-2A
- IC-1
- P-CIV
- P-RVP
- P-GP
- P-ROW
- P-CF
- P-PRO
- P-SF

Overlay zones, where applied are denoted in parentheses following the base zone designations. Where two overlay zones are applied, they are separated by a hyphen.
Overlay zones include:
- (PLD) Planned development overlay zone
- (Riv) Riviera Village overlay zone
- (H) Historic overlay zone
- (IF) Industrial flex overlay zone


MARINE AVE
SIMON RAMOS DR
SPACE PARK DR
DOOLITTLE DR
REDONDO BEACH AVE
SANTA FE AVE
405 FWY
MANHATTAN BEACH BLVD
SEBALD AVE
BURRITT AVE
159TH ST
160TH ST
MCBRIAN AVE
DOW AVE
GIBSON PL
VARGAS WAY
JOHNSTON AVE
WHITE ST
PINCKARD AVE
VAIL AVE
MAY AVE
TIMOTHY AVE
BELAND BLVD
FABER ST
BLASCHKE AVE
BARKLEY LN
WARFIELD AVE
DUFOUR AVE
BATAAN RD
FARRELL AVE
ERNEST AVE
PERRY AVE
PLANT AVE
ROBINSON ST
GRAHAM AVE
GATES AVE
CURTIS AVE
VOORHEES AVE
RUHLAND AVE
NELSON AVE
MATHEWS AVE
ARTESIA BLVD
AVIATION BLVD
AVIATION WAY
GREEN LN
NORTHROP WAY
NORTHROP LN
NORTHROP ST
NORTHROP AVE
NORTHROP PL
NORTHROP CT

Administrative Report

N.1., **File #** 26-0863 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING RESOLUTIONS, CALLING A SPECIAL ELECTION BY CONSOLIDATING WITH THE LA COUNTY STATEWIDE GENERAL ELECTION HELD ON TUESDAY, NOVEMBER 3, 2026 TO PLACE A BALLOT MEASURE REQUIRED BY ARTICE XXVII MAJOR CHANGES IN ALLOWABLE LAND USE

ADOPT BY TITLE ONLY RESOLUTION CC-2608-057, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, CALLING FOR THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE SUBMISSION TO THE VOTERS A CITY MEASURE RELATING TO MAJOR CHANGES IN ALLOWABLE LAND USE PURSUANT TO ARTICLE XXVII OF THE CITY CHARTER

ADOPT BY TITLE ONLY RESOLUTION CC-2608-058, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO § 10403 OF THE CALIFORNIA ELECTIONS CODE FOR A PROPOSED CITY MEASURE

ADOPT BY TITLE ONLY RESOLUTION CC-2608-059, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENT(S) AND REBUTTAL ARGUMENTS, AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS REGARDING A CITY MEASURE REGARDING MAJOR CHANGES IN ALLOWABLE LAND USE PURSUANT TO ARTICLE XXVII OF THE CITY CHARTER TO BE SUBMITTED AT A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, AS CALLED BY RESOLUTION NO CC-2608-057

EXECUTIVE SUMMARY

At the City Council meeting on July 21, 2026 the City Council provided direction to the City Clerk/Elections Official to bring back resolutions and to give notice of holding a Special Municipal Election by consolidating with the LA County Statewide General Election on Tuesday November 3, 2026 for the Measure required by Article XXVII major changes in allowable land use.

BACKGROUND

Direction was provided to the City Clerk to pursue the placement of a measure on the ballot for the Los Angeles County Statewide General Election, to be held on November 3, 2026. The City Clerk has prepared three resolutions that must be adopted for placement of a measure on the Los Angeles County ballot. The first resolution calls for the holding of a Special Municipal Election. The second resolution requests consolidation with Los Angeles County's Statewide General Election to be held on November 3, 2026.

The third resolution sets priorities for the filing of written arguments for and against any measures placed on the ballot. This resolution also defines the process for choosing authors and/or organizations, and the order that the City Elections Official shall use to give preference and priority if more than one argument is submitted. At the July 21, 2026 City Council meeting it was noted that Councilmember Obagi and Councilmember Behrendt would author arguments in favor of the measure.

The deadlines are set for the filing of arguments. The last day to file arguments is **5:30 PM** on **Tuesday, August 18, 2026.** Arguments may **not exceed 300 words.** The last day to file rebuttal arguments is **5:30 PM** on **Friday**, **August 28, 2026**. Rebuttal arguments may **not exceed 250 words.** To request fillable official forms for arguments and/or rebuttals, you must contact the City Clerk.

The deadline for the City Attorney to prepare an impartial analysis of the initiative showing the effect of the measure on the existing law and the operation of the measure is **5:30 PM** on **Friday, August 28, 2026.** The impartial analysis may **not exceed 500 words.**

City Council preference for letter designations was determined as follows: 1st choice: **ART**, 2nd choice: **AR**, and 3rd choice: **AAC**.

COORDINATION

This information has been coordinated with the offices of the City Attorney and Community Development.

FISCAL IMPACT

The November 3, 2026, Special Municipal Election is budgeted FY2026-2027 for $250,000

APPROVED BY:
Eleanor Manzano, City Clerk

ATTACHMENTS

Resolution CC-2608-057
Exhibit A - Article XXVII-Ballot Measure Text
Resolution CC-2608-058

Resolution CC-2608-059

RESOLUTION NO. CC-2608-057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, CALLING FOR THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE SUBMISSION TO THE VOTERS A CITY MEASURE RELATING TO MAJOR CHANGES IN ALLOWABLE LAND USE PURSUANT TO ARTICLE XXVII OF THE CITY CHARTER

WHEREAS, under the provisions of the laws relating to charter cities in the State of California, a Special Municipal Election shall be held on November 3, 2026, for the election of a Measure; and

WHEREAS, the City Council also desires to submit to the voters at the election a measure regarding Major Changes in Allowable Land Use pursuant to Article XXVII of the City Charter; and

WHEREAS, the City Council passed, approved, and adopted amendments to the Redondo Beach General Plan Land Use Element and Coastal Land Use Plan of the City's Local Coastal Program in Resolution No. CC-2410-106 and Resolution No. CC-2410-107 respectfully on November 5, 2024; and

WHEREAS, the City Council passed, approved, and adopted amendments to and the Zoning Ordinance and the Coastal Land Use Plan Implementing Ordinance in Ordinance No. CC-3282-24 and Ordinance No. CC-3283-24 respectfully on November 12, 2026; and

WHEREAS, the City Council passed, approved, and adopted further amendments to the Redondo Beach General Plan Land Use Element and the Coastal Land Use Plan of the City's Local Coastal Program in Resolution No. CC-2608-067 and Resolution No. CC-2608-068 respectfully on August 4, 2026; and

WHEREAS, the City Council shall consider passing, approving, and adopting further amendments to the Zoning Ordinance and the Coastal Land Use Plan Implementing Ordinance in Ordinance No. CC-3314-26 and Ordinance No. CC-3315-26 respectfully on August 11, 2026; and

WHEREAS, at their duly noticed public hearings on November 5 and November 12, 2024, City Council adopted and certified the Final Program Environmental Impact Report (State Clearinghouse Number 2023050732) inclusive of a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for the proposed amendments to the City's General Plan Land Use Element, Coastal Land Use Plan of the City's Local Coastal Program, Zoning Ordinance, and the Coastal Land Use Plan Implementing Ordinance; and

WHEREAS, some of the foregoing amendments to the General Plan Land Use Element, Coastal Land Use Plan of the City's Local Coastal Program, Zoning Ordinance, and Coastal Land Use Plan Implementing Ordinance have been deemed to constitute a Major Change in Allowable Land Use which requires the approval of the registered voters of the City to

become legally effective under Article XXVII of the City Charter; and

WHEREAS, the City Council now wishes to submit the proposed areas of Major Change in Allowable Land Use to the voters of the City as provided for in Article XXVII of the City Charter; and

WHEREAS, under the provisions of Section 18.1 of the City Charter a Special Municipal Election may be held on November 3, 2026 for the purpose of submitting to the qualified voters of the City of Redondo Beach the measure regarding Major Changes in Allowable Land Use.

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to Charter Cities, there is called and ordered to be held in the City of Redondo Beach, California, on Tuesday, November 3, 2026, a Special Municipal Election for the purpose submission to the voters a measure regarding Major Changes in Allowable Land Use pursuant to Article XXVII of the City Charter**.**

SECTION 2. That the City Council, pursuant to its right and authority, does hereby order submitted to the voters at an Election on November 3, 2026, the following question:

MEASURE

Shall the measure be adopted to amend the Redondo Beach General Plan and Zoning Ordinance to support increased commercial activity in key areas of the City, including expanded property development potential (i.e. new floor area ratio caps, height limits, and rooftop dining) along Artesia and Aviation Boulevards, industrial properties north of Manhattan Beach Boulevard, and certain commercial properties along Pacific Coast Highway; and to reduce the allowed housing density for some residential and mixed-use properties in the City?	Yes
	No

SECTION 3. That the text of the proposed amendments to be submitted to the voters is attached to this Resolution as Exhibit “A”, and shall be made available to the Voters separately with the additional ballot materials required by the City Charter Section 27.4 in a form of a “link” or QR code as feasible on the City’s website.

SECTION 4. That the vote requirement for the measure to pass is a majority (50%+1).

SECTION 5. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 6. That the City Clerk is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 7. That the vote center locations and hours of operations, ballot drop box locations and hours of operations, vote-by-mail procedures and timing, the election officers, and all other persons and procedures for the Special Municipal Election shall be the same as those utilized by the County of Los Angeles and in compliance with the Elections Code of the State of California. In addition, the polls/vote centers for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day when the polls shall be closed, pursuant to Election Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

SECTION 8. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 9. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 10. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 4th day of August, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
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-2608-057 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 4th day of August, 2026, 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:

_____
Eleanor Manzano, CMC
City Clerk

Exhibit A: Ballot Measure Text

RESOLUTION NO. CC-2608-057
ORDINANCE NO. CC-3316-26

AN ORDINANCE OF THE PEOPLE OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING AMENDMENTS TO THE GENERAL PLAN LAND USE ELEMENT, COASTAL LAND USE PLAN OF THE CITY'S COASTAL PROGRAM, ZONING ORDINANCE, AND COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE

WHEREAS, the City Council passed, approved, and adopted amendments to the Redondo Beach General Plan Land Use Element and the Coastal Land Use Plan of the City's Local Coastal Program in Resolution No. CC-2608-067 and Resolution No. CC-2608-068 respectfully on August 4, 2026, to support increased commercial activity in key areas of the City, including expanded property development potential (i.e. new floor area ratio caps, height limits, and rooftop dining) along Artesia and Aviation Boulevards, industrial properties north of Manhattan Beach Boulevard, and certain commercial properties along Pacific Coast Highway; and

WHEREAS, the City Council passed, approved, and adopted further amendments to the Zoning Ordinance and the Coastal Land Use Plan Implementing Ordinance in Ordinance No. CC-3314-26 and Ordinance No. CC-3315-26 respectfully on August 11, 2026, to support increased commercial activity in key areas of the City, including expanded property development potential (i.e. new floor area ratio caps, height limits, and rooftop dining) along Artesia and Aviation Boulevards, industrial properties north of Manhattan Beach Boulevard, and certain commercial properties along Pacific Coast Highway;; and

WHEREAS, the City Council passed, approved, and adopted amendments to the Redondo Beach General Plan Land Use Element, Zoning Ordinance, and Coastal Land Use Plan of the City's Coastal Program on November 5, 2024, that converted some residential property designations to commercial along Pacific Coast Highway, converted mixed-use properties to commercial along Artesia Boulevard, and reduced residential density at some mixed-use properties in the City; and

WHEREAS, at their duly noticed public hearings on November 5th and November 12th, 2024, City Council adopted and certified the Final Program Environmental Impact Report (State Clearinghouse Number 2023050732) inclusive of a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for the proposed amendments to the City's General Plan Land Use Element, Coastal Land Use Plan of the City's Local Coastal Program, Zoning Ordinance, and the Coastal Land Use Plan Implementing Ordinance covering actions taken by the City Council on November 5 and 12, 2024, and August 4 and 11, 2026; and

WHEREAS, some of the foregoing amendments to the General Plan Land Use Element, Coastal Land Use Plan of the City's Local Coastal Program, Zoning Ordinance,

and Coastal Land Use Plan Implementing Ordinance have been deemed to constitute a Major Change in Allowable Land Use which requires the approval of the registered voters of the City to become legally effective under Article XXVII of the City Charter; and

WHEREAS, Section 27.4(a) of Article XVII of the City Charter provides that no Major Change in Allowable approved by the City Council after the date specified in Section 27.3(b) of Article XXVII shall become effective unless approved by an affirmative vote of the registered voters of the City at a general municipal election or special election called for that purpose; and

WHEREAS, the qualified registered voters of the City of Redondo Beach by this ordinance approve the foregoing amendments to the City's General Plan Land Use Element, Coastal Land Use Plan of the City's Local Coastal Program, Zoning Ordinance, and the Coastal Land Use Plan Implementing Ordinance approved by the City Council in accordance with Section 27.4(a) of Article XXVII of the City Charter, so that these amendments to the City's General Plan Land Use Element, Coastal Land Use Plan of the City's Local Coastal Program, Zoning Ordinance, and the Coastal Land Use Plan Implementing Ordinance become legally effective for all purposes in the manner otherwise provided by law, including certification by the California Coastal Commission to the extent required by law; and

WHEREAS, the full text of the amendments to the City's General Plan Land Use Element, Coastal Land Use Plan of the City's Local Coastal Program, Zoning Ordinance, and the Coastal Land Use Plan Implementing Ordinance that constitute a Major Change in Allowable Land Use are set forth in full in this ordinance, and the changes/amendments previously approved by the City Council are indicated in maps that illustrate both the current and proposed General Plan and Zoning designations and in the text that identifies the amendments to the General Plan Land Use Element and Ordinances with bold/italics/underlined text (to show new language) and stricken text (to show language being deleted).

NOW, THEREFORE, THE PEOPLE OF THE CITY OF REDONDO BEACH, CALIFORNIA, DO HEREBY ORDAIN:

SECTION 1. BACKGROUND. The City of Redondo Beach is undertaking a comprehensive update to its General Plan, Zoning Ordinance, Local Coastal Program, and Coastal Land Use Plan Implementing Ordinance to modernize land use policies and comply with State housing law. Due to statutory deadlines, the City Council divided the adoption of these updates into two actions:

City Council Approved Amendments in 2024: On November 5th, and 12th, 2024, the City Council approved amendments to the City's General Plan Land Use Element, Zoning Ordinance, Local Coastal Program, and Coastal Land Use Plan Implementing Ordinance that included state-mandated Housing Element updates that re-zoned specific properties to meet regional housing needs. To offset this increased capacity and comply with State law, the City concurrently adopted "Other Residential Changes" which reduced housing capacity or downzoned certain residential and mixed-use areas (e.g., in the Galleria and

Coastal Mixed-Use areas). These “Other Residential Changes” approved by the City Council in 2024 are analyzed in a separate Article XXVII land use and traffic analysis. Any amendments associated with implementation of the City’s Housing Element that occurred with the City Council actions in November of 2024 are exempt from the provisions of Article XXVII and are not included as text amendments in this Ballot Measure.

City Council Approved Amendments in 2026: On August 4th, and 11th, 2026, the City Council approved additional amendments to the City’s General Plan Land Use Element, Zoning Ordinance, Local Coastal Program, and Coastal Land Use Plan Implementing Ordinance that implement non-residential updates affecting industrial areas north of Manhattan Beach Boulevard and commercial land use categories along Artesia and Aviation Boulevard and Pacific Coast Highway.

Article XXVII Requirements (Measure DD): Under Article XXVII of the City Charter, any "Major Change in Allowable Land Use" must be ratified by a majority vote of the People. A “Major Change” is defined as any amendment that would significantly increase traffic, density, or intensity of use above the existing "as-built" condition (e.g., adding more than 40,000 square feet of non-residential floor area or 25 residential units); change a public use to a private use; or change a non-residential use to a residential or mixed-use resulting in a density greater than 8.8 dwelling units per acre.

SECTION 2. INDEX OF PROPOSED AMENDMENTS. Herein is a brief summary list (Index) of each proposed amendment to the City’s General Plan Land Use Element, Zoning Ordinance, Coastal Land Use Plan, and Coastal Land Use Plan Implementing Ordinance that has been adopted by the City Council and is subject to the provisions of Article XXVII and included in this Ballot Measure. The proposed amendments are separated into two (2) “SECTIONS”. “**SECTION 3**” includes all those amendments adopted by the City Council on November 5th and 12th of 2024 (“2024 Amendments”). The “2024 Amendments” generally reduced housing capacity or down zoned certain residential and mixed-use areas to offset the significant residential upzoning required by State Housing Law that occurred with the City’s Housing Element Update. “**SECTION 4**” includes non-residential amendments adopted by the City Council on August 4th and 11th of 2026. These amendments implement non-residential updates affecting industrial areas north of Manhattan Beach Boulevard and commercial land use categories along the Artesia and Aviation Boulevard and Pacific Coast Highway corridors.

2024 Amendments (SECTION 3)	
Affected Areas	**Amendment Summary**
1. Artesia Boulevard	**Between Blossom Lane and Aviation Way:** MU-1 Zone to C-2 Zone
	Remaining MU-1 Zone Density Reduced from 35 DU/AC to 30 DU/AC

2. Galleria – Kingsdale	R-3 Zone Amended to RH High-Density Zone
2. Galleria – Mall Site	CR Zone Density Reduced from 35 DU/AC to 30 DU/AC
2. Galleria – Industrial Flex	Increased Floor Area Ratio from 0.70 to 1.0
3. Torrance Boulevard	Six Properties from R-1 Zone to C-2 Zone
4. Pacific Coast Highway	**North of Diamond Street:** East side of PCH: Three Properties from R-3 Zone to C-2 Zone West side of PCH: Two Properties from R-3 Zone to C-2 Zone
4. Pacific Coast Highway	**Between Vincent and Garnet Streets:** East side of PCH: Increased the Allowable Density on 20 Existing RH properties from 28 to 30 DU/AC West side of PCH: Increased the Allowable Density on 20 Existing RH properties from 28 to 30 DU/AC
4. Pacific Coast Highway	**Between Ruby Street and Knob Hill:** East side of PCH: 18 Properties from RH Zone to C-2 Zone West side of PCH: Ten Properties from RH Zone to C-2 Zone
4. Pacific Coast Highway	**South of Palos Verdes Boulevard:** MU-3A Zones Density Reduced from 35 to 30 DU/AC
5. Mixed Use Areas (Coastal Zone)	Density Reduced from 35 to 30 DU/AC at Salvation Army (MU-2) and Avenue I (MU-3) Mixed-Use sites
2026 Amendments (SECTION 4)	
Affected Areas	**Amendment Summary**
1. Industrial Areas – North of Manhattan Beach Boulevard	Increased Floor Area Ratio (FAR) from 0.70 to 1.0
2. Artesia and Aviation Boulevards (AACAP)	Increased Floor Area Ratio (FAR) from 0.60 to 1.5 and Roof Top Dining
3. Segments along Pacific Coast Highway	Increased Floor Area Ratio (FAR) from 0.5 to 1.0 (Pacific Coast Highway)

SECTION 3. NOVEMBER 5th, AND 12th, 2024 AMENDMENTS. The "2024 Amendments" to the General Plan Land Use Element, Zoning Ordinance, Coastal Land Use Plan, and Coastal Land Use Plan Implementing Ordinance Described Below are Hereby Approved.

New text amendments are shown with ***bold italics underlined text***; deletions are shown in ~~stricken text~~. Map changes are illustrated as "Current General Plan/Proposed General Plan" and "Current Zoning" and "Proposed Zoning".

The "2024 Amendments" are clustered in 5 general areas of the city: Artesia Boulevard, the Galleria, Torrance Boulevard, Pacific Coast Highway, and some mixed-use areas of the Coastal Zone. Before identifying the specific amendments to various maps and documents a brief identification of each "Affected Area" and a "City Council Summary of Adopted Amendments" is presented.

1. Artesia Boulevard.

Artesia Boulevard | Affected Area

The affected area comprises 8.31 acres and 29 properties fronting the western portion of Artesia Boulevard between Blossom Lane and Aviation Way.

Artesia Boulevard | City Council Summary of Adopted Amendments (November 2024)

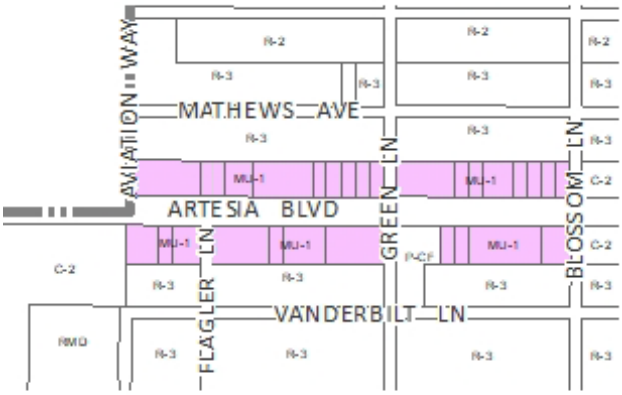
The 2024 Amendments approved by the City Council include changes to the General Plan and Zoning Ordinance:

Properties changing from MU-1 to C-2. The City Council approved a change from mixed-use (MU-1) to Commercial (C-2) on 27 properties where both the General Plan and Zoning designations would change from MU-1 to C-2.

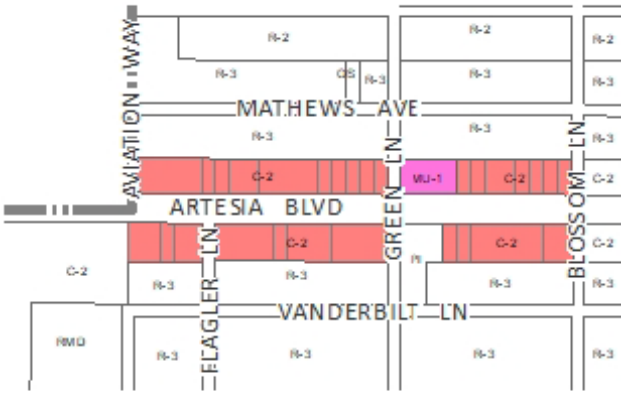
Density reduction on MU-1 property. The City Council approved reducing the maximum density within the mixed-use (MU-1) designation from 35 to 30 dwelling units per acre (du/ac). The change will impact one property along Artesia Boulevard, where the mixed-use designation will remain.

Figure 1.1 Artesia Boulevard | General Plan and Zoning Map Changes

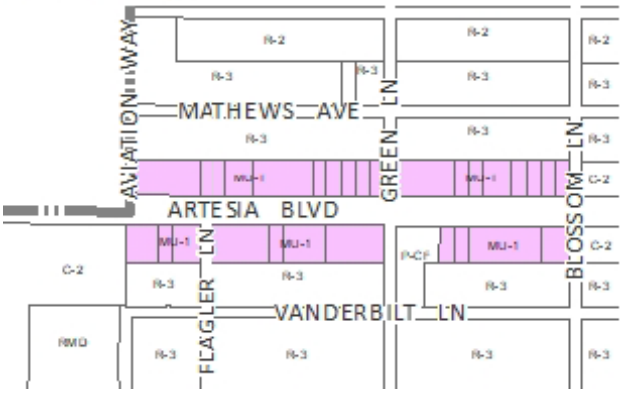
Current General Plan



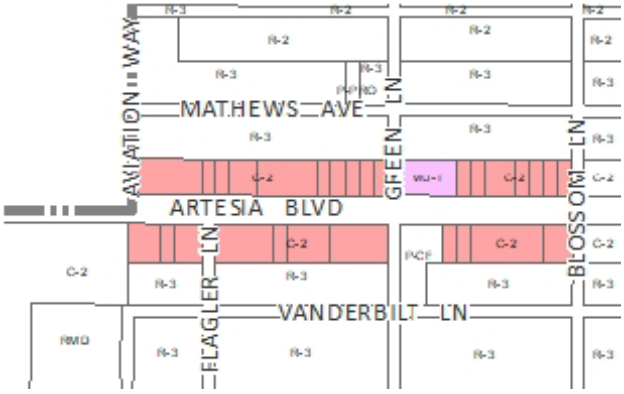
Proposed General Plan



Current Zoning



Proposed Zoning



ARTESIA BOULEVARD – GENERAL PLAN AMENDED TEXT

TABLE 2 Land Use Plan Classifications: MU-1 Mixed-Use Land Use Category shall be revised (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Category	Typical Principal Uses (not all-inclusive)	Maximum Density/Intensity
MU-1	a. All uses permitted in C-2, except large-scale single use food sales and retail facilities "footprints" exceeding 30,000 square feet.	Floor area ratio 0.5.
	b. Residential units on the second floor and higher integrated with commercial; provided that impacts are mitigated.	Floor area ratio: 1.5; provided that all density exceeding 0.7 is developed for residential units to a maximum density of ~~35~~ ***30*** units per net acre.
	c. Single-family residential, duplexes, townhomes, condominiums, apartments.	~~35~~ ***30*** units per net acre; minimum development site is the entire block face.

ARTESIA BOULEVARD – ZONING ORDINANCE AMENDED TEXT

Section 10-2.913 Development standards: MU-1 mixed-use zone shall be revised (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Subsection (b) shall be amended to read:

(b) Residential density. The maximum number of dwelling units on a lot shall be no more than one unit for each ~~1,245~~ ***1,452*** square feet of lot area.

2. Galleria.

Galleria | Affected Area
The affected area comprises 61.3 acres and 37 properties east of the rail easement between Artesia Boulevard and 182nd Street.

Galleria | City Council Adopted Amendments (November 2024)
The 2024 Amendments approved by the City Council include changes to the General Plan and Zoning Ordinance:

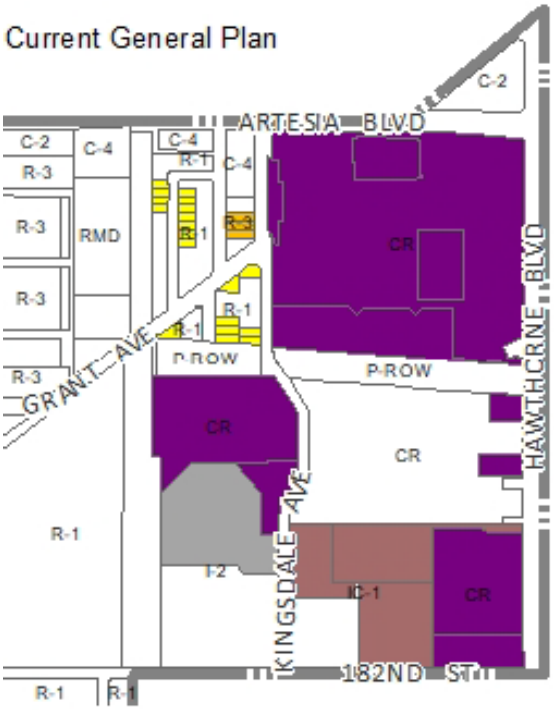
Kingsdale. City Council approved upzoning 22 properties that were not listed in Table B-2 of the Housing Element to allow for higher-density housing consistent with changes on neighboring properties that qualified for inclusion in the City's Housing Element sites inventory. Both the General Plan and Zoning designations on these properties change from R-3 residential to RH high-density residential.

Mall Site. City Council renamed the General Plan designation from Regional Commercial (CR) to mixed-use Transit Center (MU-TC), reducing the permissible housing density allowed from 35 to 30 du/ac. The Zoning designation will remain Regional Commercial (CR), but the development standards were amended to reduce the maximum density allowed from 35 to 30 dwelling units per acre (du/ac). This change impacts five properties.

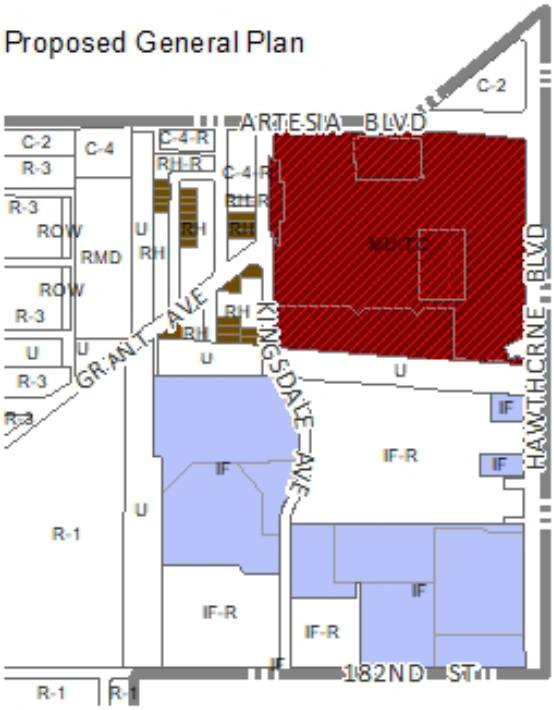
Industrial Flex. City Council eliminated housing as an allowable use south of the utility right-of-way by redesignating six properties as Industrial Flex (IF). The Industrial Flex designation establishes a maximum floor area ratio (FAR) of 1.00 and permits a mix of commercial and light industrial uses compatible with the affordable housing potential identified in this area in the Housing Element. The General Plan designation will be Industrial Flex (IF), while the Zoning will add a new Industrial Flex Overlay (IFO) as a mandatory overlay zone.

Figure 2.1 Galleria | General Plan and Zoning Map Changes

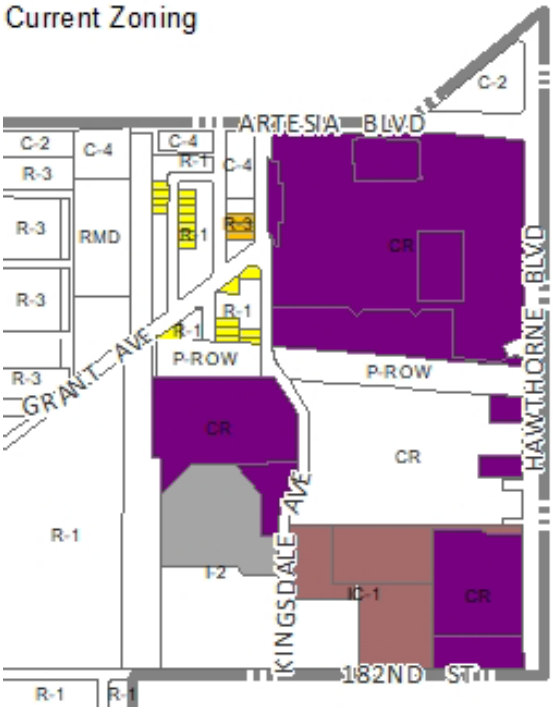
Current General Plan



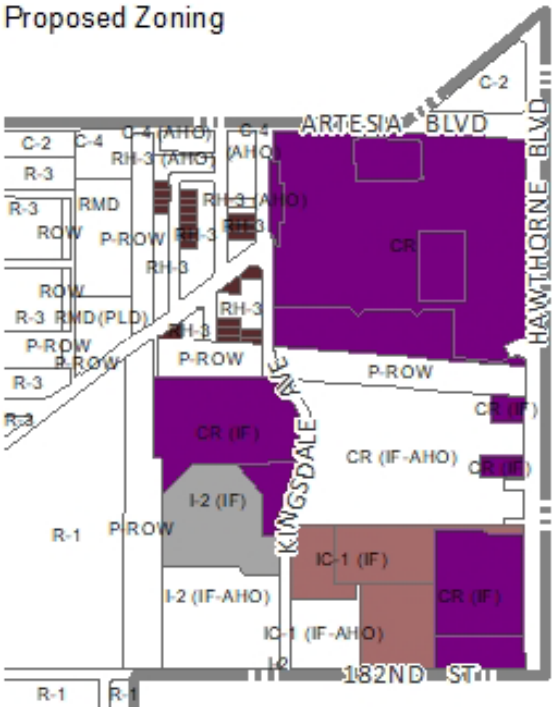
Proposed General Plan



Current Zoning



Proposed Zoning



GALLERIA – GENERAL PLAN AMENDED TEXT

TABLE 2 Land Use Plan Classifications: The RH Land Use Category (Kingsdale) shall be revised to increase density (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Category	Typical Principal Uses (not all-inclusive)	Maximum Density/Intensity
RH	Single-family residential, duplexes, townhomes, condominiums, apartments.	~~28~~ ***30*** units per net acre.

TABLE 2 Land Use Plan Classifications: The CR Land Use Category (Mall Site) shall be replaced with the Mixed-Use Transit Center (MU-TC) Land Use Category (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Category	Typical Principal Uses (not all-inclusive)	Maximum Density/Intensity
~~CR~~	~~a. Regional serving commercial and ancillary uses; department stores, promotional/discount retail, eating and drinking establishments, entertainment, movie theaters, financial institutions, and professional offices.~~	~~Floor area ratio: 1.0; provided that impacts are mitigated, architectural and site design amenities, economic benefits to the City, and public review and input.~~
	~~b. Residential units on the second floor and higher integrated with commercial; provided that impacts are mitigated.~~	~~Floor area ratio: 1.5; provided that all density exceeding 1.0 is developed for residential units to a maximum density of 35 units per net acre.~~
Mixed-Use Transit Center (MU-TC)	***Provides for an integrated mix of both community and regional serving commercial retail, service, office, entertainment, hotel and residential uses in close proximity to transit stations. Mixed-use transit center development should be of high quality and designed to be pedestrian-oriented and integrated with existing surrounding uses. This designation also allows for public uses such as libraries, parks, museums, and cultural facilities. Configurations include ground floor commercial with residential units on upper floors or stand-alone commercial, office and residential development. It is recommended that residential projects in this designation include an affordable component. Maximum FAR 1.50 and density up to and including 30 dwelling units per acre, density may increase consistent with state law for affordable units.***	***Max. FAR 1.50 Up to and including 30 du/ac***

TABLE 2 Land Use Plan Classifications: Establish a new Industrial Flex (IF) Land Use Category (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Category	Typical Principal Uses (not all-inclusive)	Maximum Density/Intensity
Industrial Flex (IF)	***Provides for an integrated mix of light industrial and commercial and/or office uses such as: commercial, research and development, incubator space, creative or technology-based businesses, offices, hotel, and supporting commercial uses. The overall character in this designation is intended to create a creative/tech incubator district with supporting uses.***	***Max FAR 1.00***

GALLERIA – ZONING ORDINANCE AMENDED TEXT

Increased Density in RH Zones (Inland):

Section 10-2.517 Development standards: RH-1 high density multiple-family residential zone shall be revised (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Subsection (a) shall be amended to read:

(a) Lot area per dwelling unit. The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,556~~ ***1,452*** square feet of lot area.

Section 10-2.518 Development standards: RH-2 high density multiple-family residential zone shall be revised (deleted text shown as strike through and new text shown as bold/italics/underlined text) as follows:

Subsection (a) shall be amended to read:

(a) Lot area per dwelling unit. The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,556~~ ***1,452*** square feet of lot area.

Section 10-2.519 Development standards: RH-3 high density multiple-family residential zone shall be revised (deleted text shown as strike through and new text shown as bold/italics/underlined text) as follows:

Subsection (a) shall be amended to read:

(a) Lot area per dwelling unit.

(1) The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,556~~ ***1,452*** square feet of lot area.

(2) Minimum lot area per dwelling unit. The minimum number of dwelling units permitted on a lot that is listed in Table B-2 in the 2021-2029 Housing Element shall be no less than one unit for each 2,179 square feet of lot area.

Decreased Density in CR zones (Inland) (Implements MU-TC on the Mall Site)

Section 10-2.919 Development standards: CR mixed-use zone shall be revised (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Subsection (b) shall be amended to read:

(b) Residential Density. The maximum number of dwelling units on a lot shall be one unit for each ~~1,245~~ ***1,452*** square feet of lot area.

Establish/Implements Industrial Flex Overlay Zone (IF)

The area boundary for the Industrial Flex (IF) Overlay Zone (and underlying zoning designations) are depicted below.



Section 10-2.1454 Industrial Flex Overlay Zoning Regulations shall be added (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Section 10-2.1454 Relationship to underlying zone, (IF) Industrial Flex overlay zone.

(a) The (IF) Industrial Flex overlay zone may be implemented by the application of one of three zones: CR, I-2 and IC-1 in locations as shown on the map in §10-2.1452.

(b) Where imposed, the (IF) industrial flex overlay zone designation shall be added to the underlying zone designation to establish a new zone designation. The zone of the affected properties shall thereafter be designated on the Zoning Map by the symbol of the underlying zone, followed by the parenthetically enclosed letters "IF" or (IF).

(c) Where the (IF) Industrial Flex overlay zone has been imposed, the land use regulations and development standards of the existing land use zone (herein referred to as the "underlying" zone) shall remain in full force, except as follows:

(1) A maximum 1.0 FAR shall apply to all commercial and industrial zones within the IF overlay.

Regional Commercial (CR)

(2) Residential uses shall not be permitted in the underlying (CR) Regional Commercial zones, except for projects meeting the requirements of the (AHO) Affordable Housing overlay zone AHO zone located on properties also designated as AHO (see Division 14).

(3) Industrial uses that support smaller, technology and incubator spaces, are permitted.

Industrial (I-2)

(4) "Manufacturing and fabrication" uses with a conditional use permit.

(5) "Construction-related uses" are prohibited.

(6) "Wholesaling/distribution/storage" are prohibited.

(7) "Motor vehicle-related uses" are prohibited

(8) "Recycling facilities" are prohibited.

(9) "Truck terminals" are prohibited.

(10) "Other industrial uses" are prohibited with the exception of the following:

a. Beverage manufacturing with ancillary retail sales and/or tasting facilities for the public (i.e. craft brewing) with a conditional use permit.

b. Communications facilities with a conditional use permit.

c. Warehouse retail with a conditional use permit.

(11) "Commercial Uses" are prohibited with the exception of the following:

a. Ancillary commercial uses per Section 10-2.1011.

b. Hotels and motels with a Conditional Use Permit.

(12) Industrial uses that support smaller, technology and incubator spaces, are permitted.

Industrial (IC-1)

(13) "Manufacturing and fabrication" uses with a conditional use permit.

(14) "Construction-related uses" are prohibited.

(15) "Wholesaling/distribution/storage" are prohibited.

(16) "Motor vehicle-related uses" are prohibited.

(17) "Recycling facilities" are prohibited.

(18) "Truck terminals" are prohibited.

(19) "Other industrial uses" are prohibited with the exception of the following:

a. Beverage manufacturing with ancillary retail sales and/or tasting facilities for the public (i.e. craft brewing) with a conditional use permit.

b. Communications facilities with a conditional use permit.

c. Warehouse retail and warehouse retail, specialty with a conditional use permit.

(20) "Vehicle sales and services" uses are prohibited.

(21) Industrial uses that support smaller, technology and incubator spaces, are permitted.

Section 10-2.1456 Development standards: (IF) overlay zone.

Development standards shall be those of the underlying base zone, except as follows:

(a) Development standards contained in the Zoning Ordinance, other than for floor area ratio, may be varied as desirable or essential to accomplish the objectives of this section, pursuant to Planning Commission Design Review (Section 10-2.2502), further provided that such standards are consistent with all applicable requirements of the General Plan.

3. Torrance Boulevard.

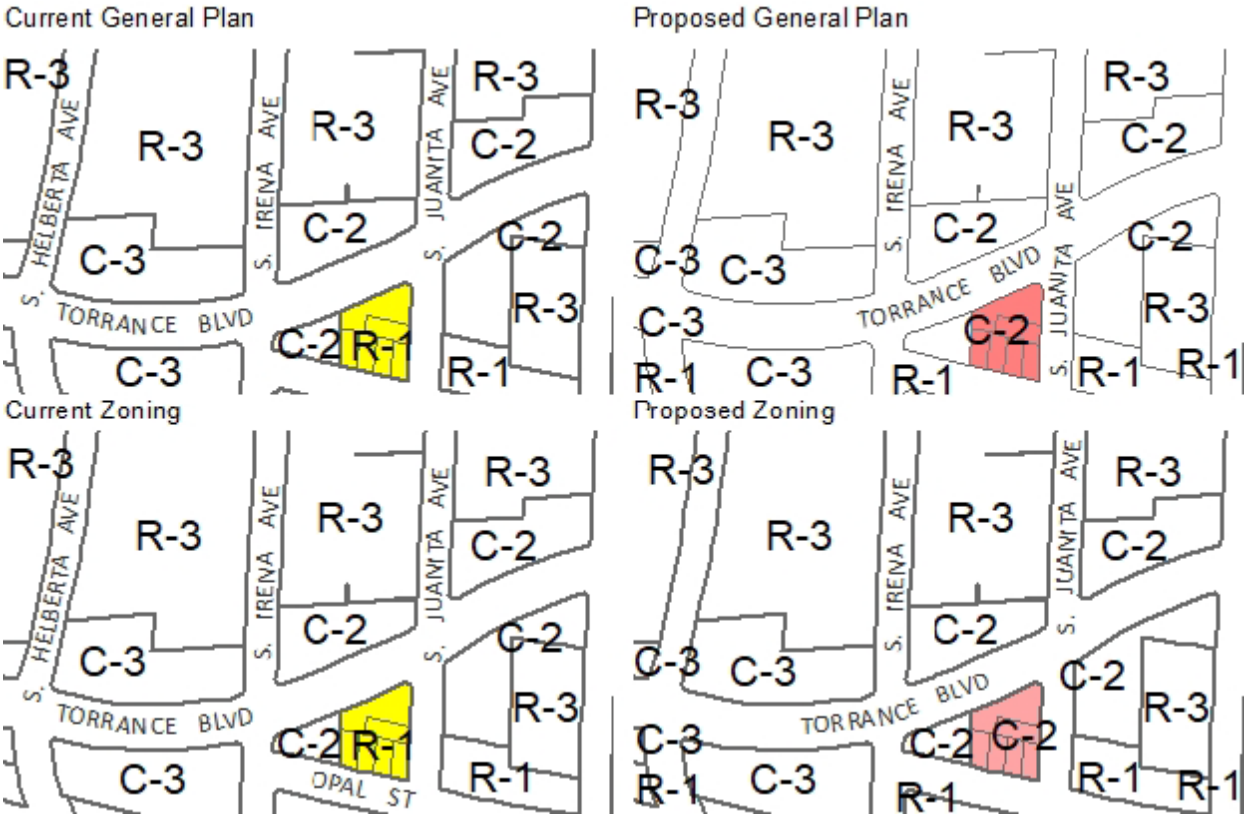
Torrance | Affected Area
The affected area comprises 0.59 acres and six properties along the Torrance Boulevard Corridor between South Irena Avenue and South Juanita Avenue.

Torrance | City Council Adopted Amendments (November 2024)
The 2024 Amendments approved by the City Council include changes to the General Plan and Zoning Ordinance:

City Council changed six properties from residential (R-1) to Commercial (C-2). The General Plan designation was changed from Residential Low (R-1) to Commercial (C-2), while the Zoning was also changed from R-1 to C-2.

City Council–approved map changes are shown on Figure 3.1. No substantive changes to the General Plan text are required, but text amendments will be necessary for consistency with the proposed map changes. Similarly, no changes to the zoning ordinance were proposed as part of this change.

Figure 3.1a PCH and Torrance Boulevard | Current General Plan



4. PCH.

PCH | Affected Area
The affected area comprises 26.04 acres and 78 properties along Pacific Coast Highway. The corridor has been divided into four subsections to describe changes.

PCH | City Council Adopted Amendments (November 2024)
The 2024 Amendments approved by the City Council include changes to the General Plan and Zoning Ordinance:

North of Diamond Street.

East side of PCH. City Council changed three properties from Residential R-3 to Commercial C-2. The General Plan designation was changed from Residential High (RH) to Commercial (C-2), while the Zoning was changed from RH-1 to C-2. This area is outside the coastal zone, so there were no changes to the Coastal Land Use Plan or Coastal Land Use Plan Implementing Ordinance.

West side of PCH. Two properties were changed from Residential Medium (R-3) to Commercial (C-2). The General Plan designation was changed from Residential Medium (R-3) to Commercial (C-2). The Coastal Land Use Map in the Coastal Land Use Plan, was amended to make these properties consistent with the General Plan. The Zoning Code for the Coastal Zone regulates zoning on this property. The Zoning designation was changed from R-3a to C-2a.

Between Diamond and Ruby Streets.

East Side of PCH. City Council increased the allowable density on the 20 existing RH properties between Vincent and Garnet from 28 to 30 du/ac.

West Side of PCH. City Council increased the allowable density on the 20 existing RH properties between Vincent and Garnet from 28 to 30 du/ac. City Council changed one property at the southwest corner of Diamond and PCH from mixed-use (MU-3) to commercial (C-3). The General Plan designation was changed from mixed-use (MU-3) to commercial (C-3). The Coastal Land Use Map in the Coastal Land Use Plan was amended to change these properties from MU to C-3, consistent with the General Plan. The Zoning Code for the Coastal Zone regulates zoning on this property. The Zoning designation was changed from MU-3b to C-3b.

Between Ruby Street and Knob Hill Avenue.

East side of PCH. City Council changed 18 properties from Residential RH to Commercial C-2. The General Plan designation was changed from Residential High (RH) to Commercial (C-2), while the Zoning was changed from RH-1 to C-2. This area is outside the coastal zone, so there were no changes to the Coastal Land Use Plan or Coastal Land Use Plan Implementing Ordinance.

West side of PCH. Ten properties were changed from Residential RH to Commercial C-2. The General Plan designation was changed from Residential High (RH) to Commercial (C-2). Exhibit H, the Coastal Land Use Map in the Coastal Land Use Plan, was amended to change these properties from RH to C-2, consistent with the General Plan. The Zoning Code for the Coastal Zone regulates zoning on this property. The Zoning designation was changed from RH-1 to C-2.

South of Palos Verdes Boulevard. City Council reduced the permissible housing density within the MU-3A zones from 35 to 30 du/ac. The General Plan designation is Mixed-Use (MU-3*), with the asterisk identifying all properties where the reduced density would apply. The development standards for the MU-3A zone were amended to reduce the maximum density allowed from 35 to 30 dwelling units per acre (du/ac). This area is outside of the Coastal Zone, so there were no changes to the Coastal Land Use Plan or Coastal Land Use Plan Implementing Ordinance.

Figure 4.1a PCH - North of Diamond Street | General Plan, Zoning Map, and Coastal Land Use Plan Changes



Figure 4.1b PCH - Between Diamond and Ruby Streets | General Plan, Zoning Map, and Coastal Land Use Plan Changes

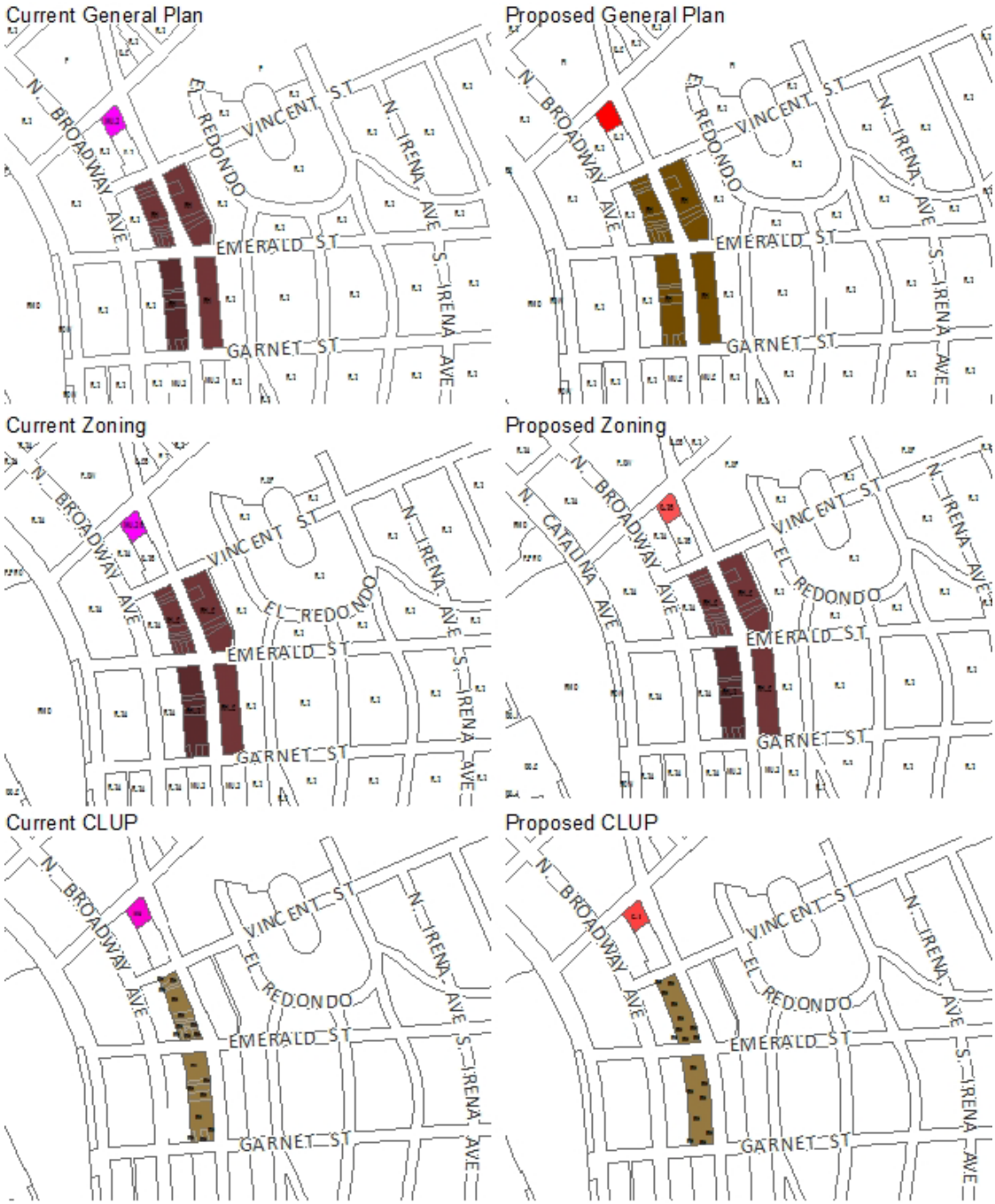
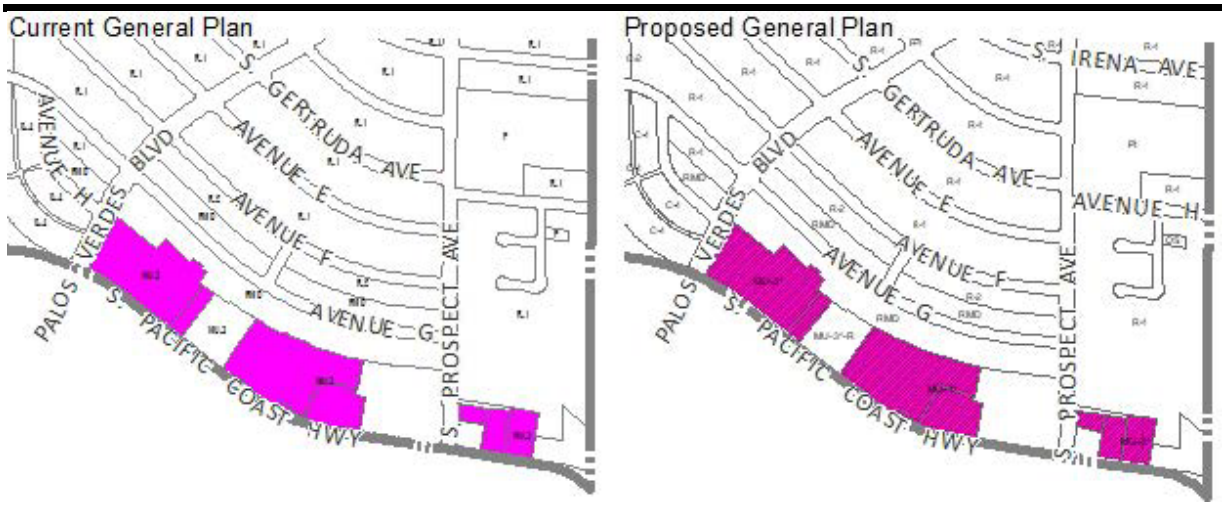


Figure 4.1c PCH - Between Ruby Street and Knob Hill Avenue | General Plan, Zoning Map, and Coastal Land Use Plan Changes



Figure 4.1d PCH - South of Palos Verdes Boulevard | General Plan Map Changes



PACIFIC COAST HIGHWAY (PCH) – GENERAL PLAN AMENDED TEXT

TABLE 2 Land Use Plan Classifications: The RH Land Use Category (PCH – Between Vincent and Garnet – East and West Side) shall be revised to increase density (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Category	Typical Principal Uses (not all-inclusive)	Maximum Density/Intensity
RH	Single-family residential, duplexes, townhomes, condominiums, apartments.	~~28~~ ***30*** units per net acre.

TABLE 2 Land Use Plan Classifications: MU-3 Mixed Use Land Use Category shall be revised to decrease density (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Category	Typical Principal Uses (not all-inclusive)	Maximum Density/Intensity
MU-3	a. All uses permitted in C-2, except large-scale single use food sales and retail facilities "footprints" exceeding 30,000 square feet.	Floor area ratio: 1.0.
	b. Residential units on the second floor and higher; provided that impacts are mitigated.	Floor area ratio: 1.5; provided that all density exceeding 0.7 is developed for residential units and densities exceeding 35 units per net acre ***(30 du/ac for MU-3 not located at Torrance Boulevard and PCH)*** are developed as affordable units.

PACIFIC COAST HIGHWAY – ZONING ORDINANCE AMENDED TEXT

Increased Density in RH Zones (Inland):

Section 10-2.517 Development standards: RH-1 high density multiple-family residential zone shall be revised (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Subsection (a) shall be amended to read:

(a) Lot area per dwelling unit. The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,556~~ ***1,452*** square feet of lot area.

Section 10-2.518 Development standards: RH-2 high density multiple-family residential zone shall be revised (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Subsection (a) shall be amended to read:

(a) Lot area per dwelling unit. The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,556~~ ***1,452*** square feet of lot area.

Section 10-2.519 Development standards: RH-3 high density multiple-family residential zone shall be revised (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Subsection (a) shall be amended to read:

(a) Lot area per dwelling unit.

(1) The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,556~~ ***1,452*** square feet of lot area.

(2) ***Minimum lot area per dwelling unit. The minimum number of dwelling units permitted on a lot that is listed in Table B-2 in the 2021-2029 Housing Element shall be no less than one unit for each 2,179 square feet of lot area.***

Increased Density in MU-3A Zone (Inland)

Section 10-2.916 Development standards: MU-3A mixed-use zone shall be revised (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Subsection (b) shall be amended to read:

1. Residential Density.

(1) ***Maximum lot area per dwelling unit.*** The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,245~~ ***1,452*** square feet of lot area.

PACIFIC COAST HIGHWAY – COASTAL ZONING ORDINANCE AMENDED TEXT

Increased Density in RH Zone (Coastal Zone):

Section 10-5.517 Development standards: RH-1 high density multiple-family residential zone shall be amended (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

(a) Lot area per dwelling unit. The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,556~~ ***1,452*** square feet of lot area, not to exceed ~~28~~ ***30*** dwelling units per net acre except one unit may be constructed on any legal lot as defined in Section 10-5.402 and Section 10-5.1528 of this chapter.

Section 10-5.518 Development standards: RH-2 high density multiple-family residential zone shall be revised (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Subsection (a) shall be amended to read:

(a) Lot area per dwelling unit. The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,556~~ ***1,452*** square feet of lot area, not to exceed ~~28~~ ***30*** dwelling units per net acre except one unit may be constructed on any legal lot as defined in Section 10-5.402 and Section 10-5.1528 of this chapter.

Section 10-5.519 Development standards: RH-3 high density multiple-family residential zone shall be revised (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Subsection (a) shall be amended to read:

2. Lot area per dwelling unit.

    a. The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,556~~ ***1,452*** square feet of lot area, not to exceed ~~28~~ ***30*** dwelling units per net acre except one unit may be constructed on any legal lot as defined in Section 10-5.402 and Section 10-5.1528 of this chapter.

PACIFIC COAST HIGHWAY – COASTAL LAND USE PLAN AMENDED TEXT

Increased Density in RH Designation (CLUP)

The land use classification for number 4, High Density Multiple-Family, under the "Residential" category in Subsection C, "Proposed Land Use Classifications" within Section VI, "Locating and Planning New Development" of the Coastal Land Use Plan, certified consistent with Resolution No. CC-0805-46, page 4 (found on page 166 of the LCP document) shall be revised (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) to read as follows:

4. High Density Multiple-Family: The primary use in this district (RH) is multiple family residential with a maximum density of ~~28~~ ***30*** units per net acre. The maximum height is limited to ~~30 feet (2 stories) along the west side of Pacific Coast Highway between Ruby Street and Topaz Street and~~ 35 feet (3 stories) along the west side of Pacific Coast Highway between Vincent Street and Garnet Street, ~~except that heights up to 45 feet may be granted between Emerald Street and Garnet Street in conjunction with the granting of a density bonus for the purpose of providing low- and moderate-income housing~~.

5. Coastal Mixed-Use.

Coastal Mixed-Use | Affected Area
The affected area comprises 29.17 acres and 78 properties along Pacific Coast Highway. The corridor has been divided into four subsections to describe changes.

Coastal Mixed-Use | City Council Adopted Amendments (November 2024)
The 2024 Amendments approved by the City Council include changes to the General Plan and Zoning Ordinance:

Salvation Army Mixed-Use Site. One property reduced the permissible housing density from 35 to 30 du/ac. The General Plan designation remained mixed-use (MU-2). The Coastal Land Use Plan was amended to distinguish the Salvation Army mixed-use site from other mixed-use properties and reduce the density from 35 to 30 du/ac. The Zoning

Code for the Coastal Zone regulates zoning on this property. The Zoning designation remained MU-2, but the maximum density allowed was reduced from 35 to 30 dwelling units per acre (du/ac).

Riviera Village Mixed-Use Site. Seven properties reduced the permissible housing density from 35 to 30 du/ac. The General Plan designation remained mixed-use (MU-3). The Coastal Land Use Plan was amended to distinguish the Riviera Village mixed-use site from other mixed-use properties and reduce the density from 35 to 30 du/ac. The Zoning Code for the Coastal Zone regulates zoning on this property. The Zoning designation remained MU-3c, but the maximum density allowed was reduced from 35 to 30 dwelling units per acre (du/ac).

- No map changes were proposed as part of these changes.
- The City Council-approved changes to the General Plan text are shown in Figure 5.1.
- City Council–approved changes to the zoning ordinances are shown in Figure 5.2.
- City Council–approved changes to the Coastal Land Use Plan are shown in Figure 5.3.

COASTAL MIXED-USE AREAS – GENERAL PLAN AMENDED TEXT

TABLE 2 Land Use Plan Classifications: MU-3* Mixed Use Land Use Category shall be revised to decrease density (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Category	Typical Principal Uses (not all-inclusive)	Maximum Density/Intensity
MU-3	a. All uses permitted in C-2, except large-scale single use food sales and retail facilities "footprints" exceeding 30,000 square feet.	Floor area ratio: 1.0.
	b. Residential units on the second floor and higher; provided that impacts are mitigated.	Floor area ratio: 1.5; provided that all density exceeding 0.7 is developed for residential units and densities exceeding 35 units per net acre ***(30 du/ac for MU-3 not located at Torrance Boulevard and PCH)*** are developed as affordable units.

COASTAL MIXED-USE AREAS – COASTAL ZONING ORDINANCE AMENDED TEXT

Reduced Density in MU-2 Zone (Coastal Zone)

Section 10-5.914 Development standards: MU-2 mixed-use zone shall be revised (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Subsection (b) shall be amended to read:

(b) Residential density. The maximum number of dwelling units on a lot shall be no more than one unit for each ~~1,245~~ ***1,452*** square feet of lot area.

Section 10-5.918 Development standards: MU-3C mixed-use zone shall be revised (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Subsection (b) shall be amended to read:

(b) Residential Density. The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,245~~ ***1,452*** square feet of lot area, not to exceed ~~35~~ ***30*** dwelling units per net acre except one unit may be constructed on any legal lot as defined in Section 10-5.402 and Section 10-5.1528 of this chapter.

COASTAL MIXED-USE AREAS – COASTAL LAND USE PLAN AMENDED TEXT

Reduced Density in Mixed Use Commercial/Residential (MU) Designation (CLUP)

The "Mixed Use Commercial/Residential" category under Subsection C, "Proposed Land Use Classifications" within Section VI, "Locating and Planning New Development" of the Coastal Land Use Plan, certified consistent with Resolution No. CC-0805-46, page 5 (found on page 167 of the LCP document) shall be revised (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) to read as follows:

The Mixed-Use Commercial/Residential (MU) district encourages the development of pedestrian active commercial areas and is intended to accommodate a mix of retail and service commercial uses, restaurants, art and cultural facilities, professional offices, and similar uses which serve community residents and visitors to the coastal zone. The district also permits mixed use developments integrating residential uses on the second floor or higher of structures developed with commercial uses on the lower levels. This district includes the following sites:

1. ***Salvation Army site. At the northwest corner of Beryl Street and Catalina Avenue, the Salvation Army site permits*** ~~In addition,~~ ***community services or non-profit service uses (including religious worship, assembly, and group kitchen/cafeteria facilities) in addition to the uses described above.*** ~~may be permitted on the Salvation Army site.~~ ***This site permits a maximum height of 45 feet (3 stories), a maximum floor area ratio of 0.7 for commercial only***

projects and a maximum floor area ratio of 1.5 for mixed use commercial/residential developments. The maximum residential density is 30 units per net acre.

2. ***Riviera Village site. Along Avenue I, midblock between Catalina Avenue and Elena Avenue, the Riviera Village site permits the same uses noted above with*** ~~This district permits~~ a maximum height of 45 feet (3 stories), a maximum floor area ratio of 1.00 for commercial only projects and a maximum floor area ratio of 1.5 for mixed use commercial/residential developments. The maximum residential density is ~~35~~ ***30*** units per net acre.

SECTION 4. AUGUST 4th, AND 11th, 2026 Amendments. The "Major Changes in Allowable Land Use" approved by City Council on August 4th, and August 11th, 2026, consist of updates to the City's General Plan, Zoning Ordinance, Coastal Land Use Plan, and Coastal Land Use Plan Implementing Ordinance (the Implementing Plan (IP) of the City's Local Coastal Program (LCP)) regarding amendments to industrial areas north of Manhattan Beach Boulevard, commercial corridors along Artesia and Aviation Boulevards, and Pacific Coast Highway "2026 Amendments". The 2026 Amendments described below are Hereby Approved.

New text amendments are show with ***bold italics underlined text***; deletions are shown in ~~stricken text~~. Map changes are illustrated as "Current General Plan/Proposed General Plan" and "Current Zoning" and "Proposed Zoning".

The "2026 Amendments" are clustered in 3 general areas of the city: Industrial areas north of Manhattan Beach Boulevard, the Artesia and Aviation Boulevard commercial corridors, and segments along Pacific Coast Highway.

1. Industrial Intensity

Industrial Intensity | Affected Area

The affected area comprises 231.56 acres across 43 properties between Marine Ave to the North, Manhattan Beach Boulevard to the South, Inglewood Avenue to the East, and Aviation Boulevard to the West. None of the affected areas are within the coastal zone.

Industrial Intensity | City Council Adopted Amendments (August 2026)

The 2026 Amendments to these industrial areas include revisions to the General Plan Land Use Designations and Zoning Ordinance:

I-1 Properties. The City Council approved an increase in the maximum FAR for I-1 properties from 0.70 FAR to 1.00 FAR. This is identified in Table 2.1 of the proposed General Plan, and sections 10-2.1012, 10-2.1013, and 10-2.1014 of the Zoning Ordinance. No map changes are proposed; the General Plan land use designation on all 36 properties would remain I-1, while the Zoning designations would remain I-1 (18 properties), I-1A (9 properties), and I-1B (9 properties).

I-3 Properties. The City Council approved an increase in the maximum FAR for I-3 properties from 0.70 FAR to 1.00 FAR. This is identified in Table 2.1 of the proposed General Plan, and section 10-2.1022 of the Zoning Ordinance. No map changes are proposed; the General Plan land use designation on all 7 properties would remain I-3, while the Zoning designation would remain IC-1.

The current and proposed land use and zoning designations shown in Figures 1.1a-1.1d illustrate that no map changes are proposed. Proposed changes to the General Plan text are shown in Figures 1.2a and1.2b, and proposed changes to the zoning ordinance are shown on Figure 1.3. All affected properties are outside of the Coastal Zone, so no edits to the LCP are proposed.

Figure 1.1a Industrial Intensity | Current General Plan



Figure 1.1b Industrial Intensity | Proposed General Plan

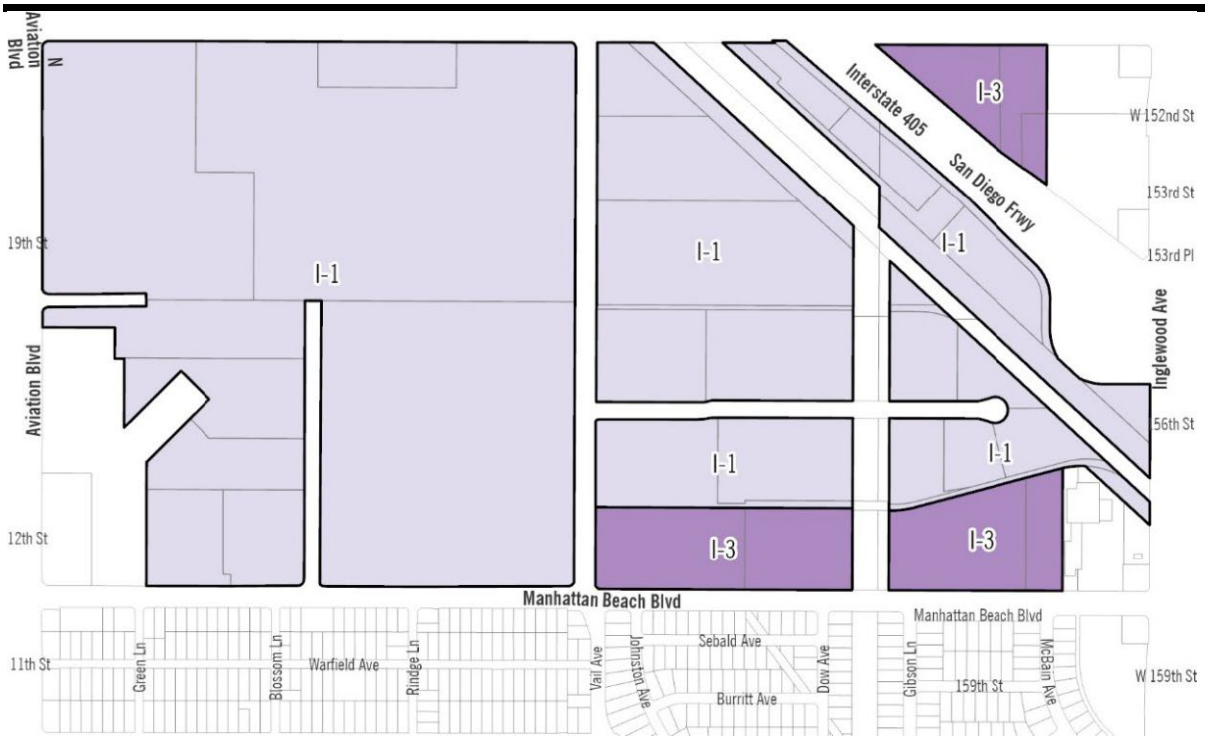


Figure 1.1c Industrial Intensity | Current Zoning Map

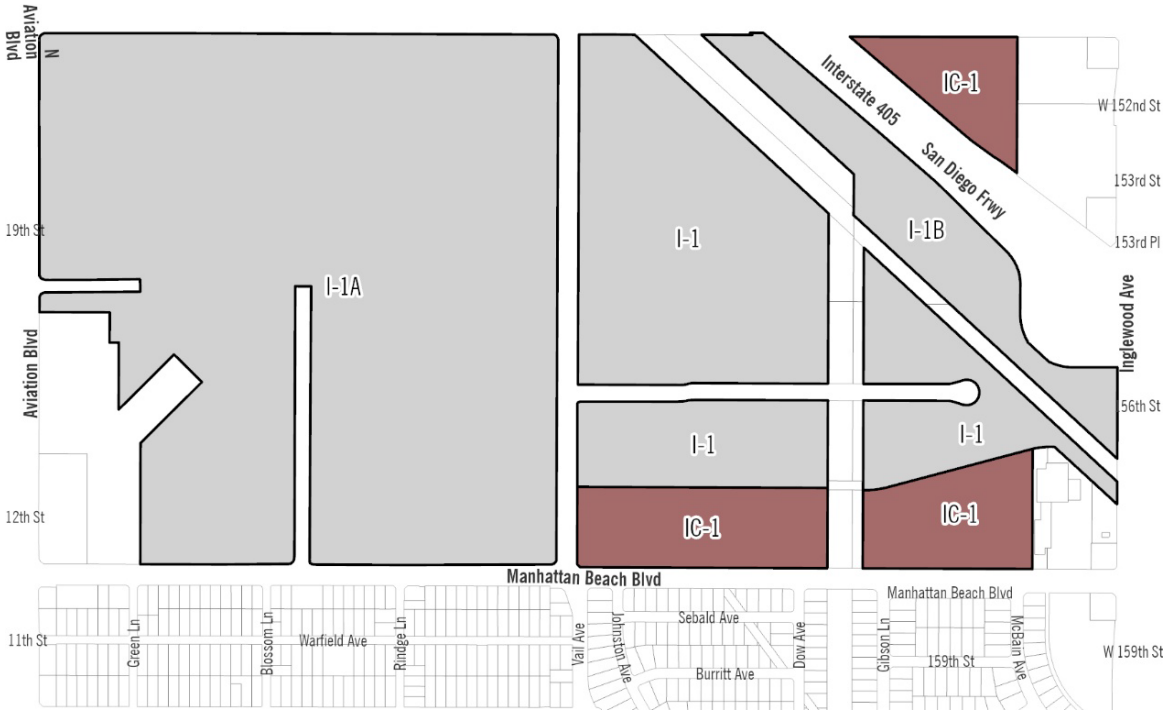
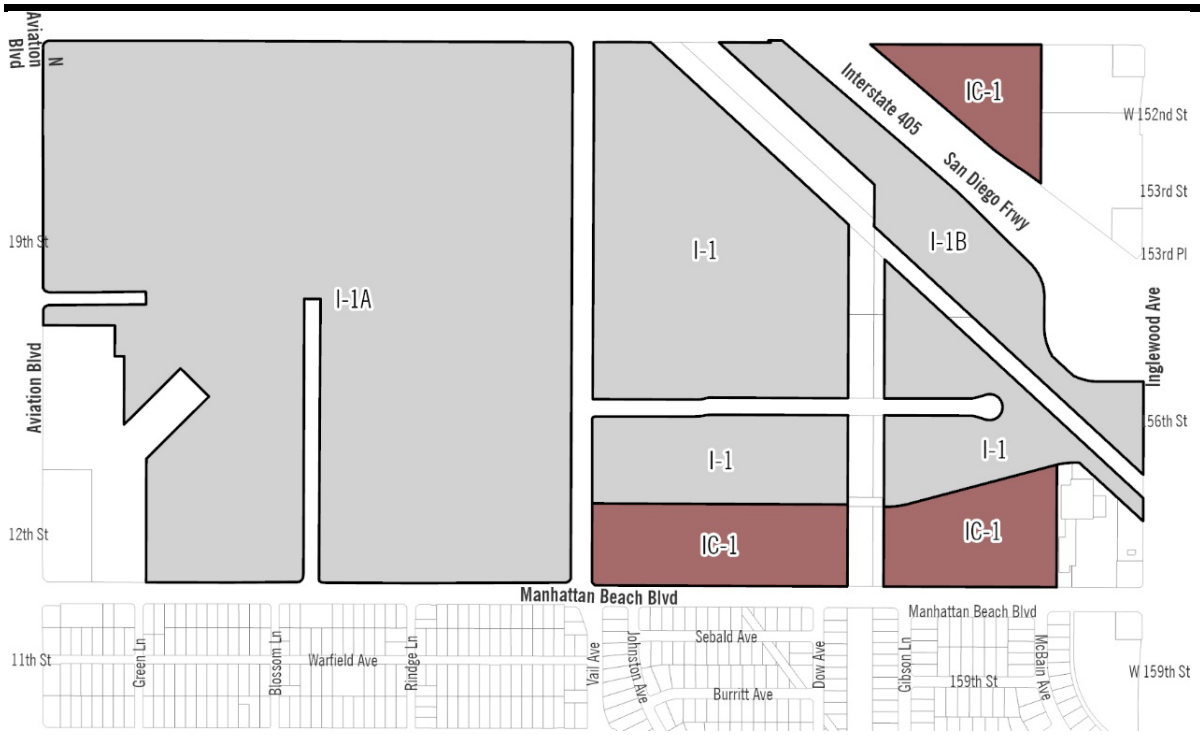


Figure 1.1d Industrial Intensity | Proposed Zoning Map



INDUSTRIAL INTENSITY – GENERAL PLAN AMENDED TEXT

TABLE 2 Land Use Plan Classifications: The Industrial Land Use Categories shall be revised to increase intensity (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Category	Typical Principal Uses (not all-inclusive)	Maximum Density/Intensity
I-1	Light industrial, research and development, "office park" facilities, manufacture of spacecraft and associated aerospace systems, supporting commercial uses (e.g., restaurants, banks, copiers, and similar uses), educational and governmental facilities, and day care centers.	Floor area ratio: ~~0.7~~ ***1.0***.
I-2	Uses permitted in I-1.	Floor area ratio: 1.0.
I-3	Uses permitted in I-1, and building material sales, furniture stores, vehicle sales and services, maintenance and repair services, restaurants, banks, photocopies, and similar uses.	Floor area ratio: ~~0.7~~ ***1.0***.

INDUSTRIAL INTENSITY – ZONING ORDINANCE AMENDMENT TEXT

AMENDMENT OF CODE §10-2.1012. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.1012 shall be amended as follows (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***):

Section 10-2.1012 Development standards: I-1 industrial zone.

Subsection (a) shall be amended to read:

(a) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed ~~0.7~~ **1.0** (see definition of floor area ratio in Section 10-2.402).

AMENDMENT OF CODE §10-2.1013. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.1013 shall be amended as follows (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***):

Section 10-2.1013 Development standards: I-1A industrial zone.

Subsection (a) shall be amended to read:

(a) The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 1.0 ~~0.7, except that the F.A.R. may be increased to a maximum of 1.0 on individual lots subject to the approval of a development agreement containing provisions limiting the cumulative floor area ratio of all parcels in the zone to a maximum of 0.7~~. (See definition of floor area ratio in Section 10-2.402).

AMENDMENT OF CODE §10-2.1014. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.1014 shall be amended as follows (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***):

Section 10-2.1014 Development standards: I-1B industrial zone.

Subsection (b) shall be amended to read:

*(b) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed ~~0.7~~ **1.0** (see definition of floor area ratio in Section 10-2.402).*

AMENDMENT OF CODE §10-2.1022. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.1022 shall be amended as follows (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***):

Section 10-2.1022 Development standards: IC-1 industrial-commercial zone.

Subsection (c) shall be amended to read:

*(c) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed ~~0.7~~ **1.0** (see definition of floor area ratio in Section 10-2.402).*

2. Artesia and Aviation Boulevards.

Artesia and Aviation Boulevards | Affected Area

The affected area comprises 47.38 acres across 188 properties fronting Artesia and Aviation Boulevards within the AACAP Boundary (The AACAP Boundary mirrors the boundaries of Artesia and Aviation Special Policy Areas combined). None of the affected properties are within the coastal zone.

Artesia and Aviation Boulevards | City Council Adopted Amendments (August 2026)

2026 Amendments include changes to the General Plan and Zoning Ordinance:

Properties changing from C-2 to CN (AACAP). 2026 Amendments amended the General Plan designation for all C-2 properties facing Artesia and Aviation Blvds within the AACAP Area to CN (AACAP). This designation allows for the same types of uses as C-2, but increases the maximum FAR from 0.60 to 1.50. This change is identified in Figures 2.1a-2.1d and Table 2.1 of the adopted General Plan. These updates to the zoning ordinance reflect the change in FAR in section 10-2.622 of the Zoning Ordinance, but no updates to the zoning map are needed. The General Plan land use designation for 115 properties (28.2 acres) would change from C-2 to CN (AACAP). These properties are located along three specific corridor segments:

- Artesia Blvd (Between Ruxton Ln and SCE Corridor)
- Artesia Blvd (Between Rindge Ln and Blossom Ln)
- Aviation Blvd (from Artesia Blvd & Aviation Way to Aviation Blvd & Harper Ave/City Boundary).

Properties changing from C-2-PD to CN (AACAP). The 2026 Amendments amended the General Plan land use designation for C-2-PD to CN(AACAP) on properties fronting

Artesia Blvd between the SCE Corridor and Rindge Ln. The CN(AACAP) designation allows for the same types of uses as C-2-PD, but increases the maximum FAR from 0.60 to 1.50. This change is identified in Figures 2.1a-2.1d and Table 2.1 of the adopted General Plan Land Use Element. These updates to the zoning ordinance reflect the change in FAR in section 10-2.625 of the Zoning Ordinance. The General Plan land use designation for 45 properties (11.5 acres) would change from C-2-PD to CN (AACAP), while the Zoning designations would remain C-2-PD (No changes to the zoning map are proposed).

Properties with adopted 2024 Amendments and adopted 2026 Amendments. On November 5, 2024 City Council approved changing 28 properties between Blossom Lane and Aviation Way from mixed use (MU-1) to Commercial (C-2) with a maximum FAR of 0.60. The 2026 Amendments further amended these 28 properties from C-2 to CN(AACAP), which allows the same types of uses as C-2, but increases the maximum FAR from 0.60 to 1.50. This change is identified in Figures 2.1a-2.1d and Table 2.1 of the adopted General Plan Land Use Element. These updates to the zoning ordinance reflect the change in FAR in section 10-2.622 of the Zoning Ordinance. The General Plan land use designation for these 28 properties would change from C-2 to CN (AACAP), while the Zoning designations would remain C-2 consistent with the "2024 Amended" map changes already adopted City Council.

Development Standards. Consistent with City Council's approval (inclusive of some recommendations by the Planning Commission), the 2026 Amendments amended the C-2 and C-2-PD zoning development standards specifically for properties within the AACAP boundary. In addition to the FAR increase to 1.50, the amendments raise the maximum building height to 45 feet and allow up to three stories. To ensure a walkable, visually engaging streetscape, the amendments also introduce rigorous pedestrian-oriented architectural and design standards. These include requiring a minimum 12-foot floor-to-ceiling dimension for first-floor commercial spaces, a minimum of 70 percent transparent materials (such as glass or windows) for ground-floor retail frontages, upper-story step-backs (a minimum average 5-foot setback above the second floor), and specific high-quality facade material and shade structure requirements.

Rooftop Dining. The City Council approved 2026 Amendments introduce a new Rooftop Dining Ordinance that will apply to C-2 and C-2-PD zoned properties along Artesia and Aviation Boulevards. Rooftop dining areas will be permitted subject to an Administrative Use Permit and must be operated as an integral part of an associated restaurant. The ordinance mandates strict operational, design, and noise mitigation standards to ensure compatibility with adjacent uses, including a maximum structure height of 10 feet above the roof surface, downward-facing lighting, and a 20-foot setback from any contiguous residential zone. To incentivize placemaking within the Artesia and Aviation Corridors Area Plan (AACAP) boundary, no additional parking is required for rooftop dining. Additionally, all rooftop dining square footage will count toward the total adopted 1.50 FAR requirement.

The current and adopted land use and zoning designations are shown in Figures 2.1a-2.1d. The current and adopted General Plan text is shown in Figures 2.2a and 2.2b, and changes to the zoning ordinance are shown in Figure 2.3. All affected properties are outside of the Coastal Zone, so no edits to the LCP are required.

Figure 2.1a Artesia and Aviation Boulevards | Current General Plan (Prior to "2024 Amendments")

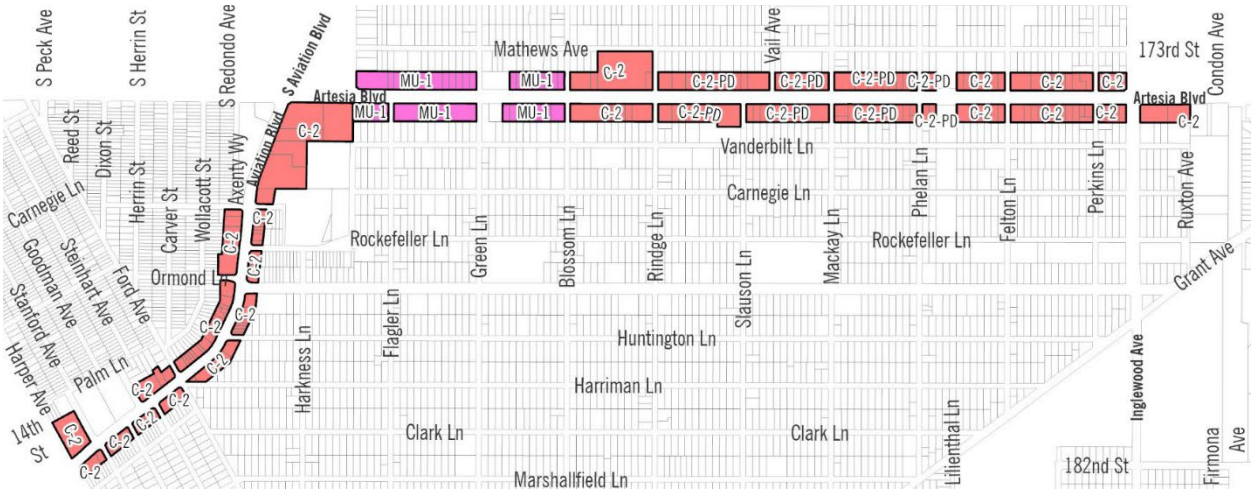


Figure 2.1b Artesia and Aviation Boulevards | Proposed General Plan ("2026 Amendments")

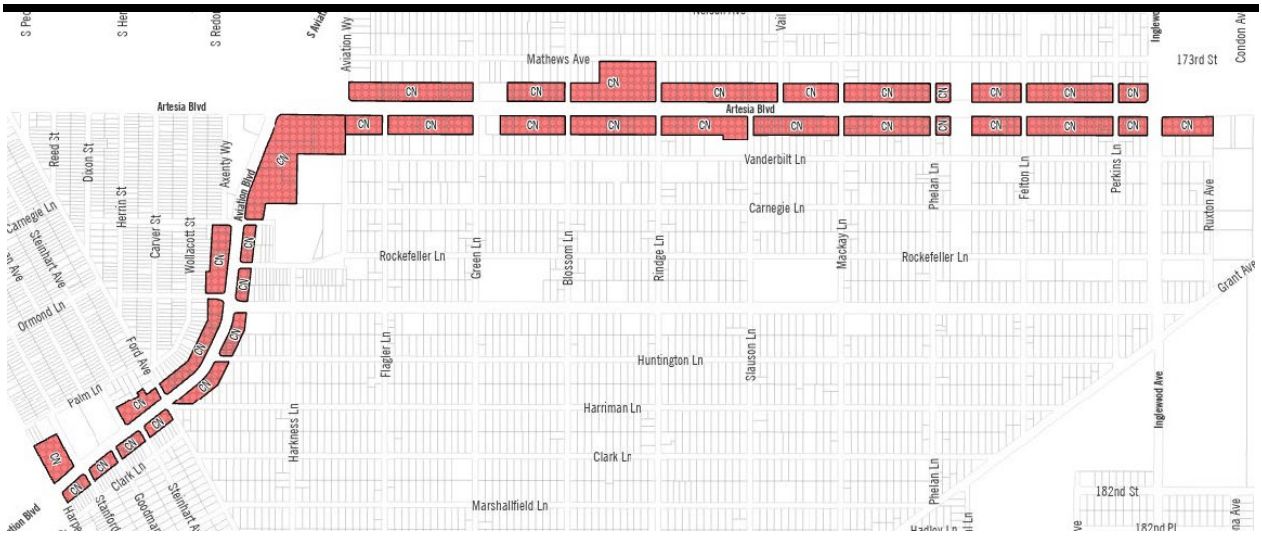


Figure 2.1c Artesia and Aviation Boulevards | Current Zoning Map (Prior to "2024 Amendments")

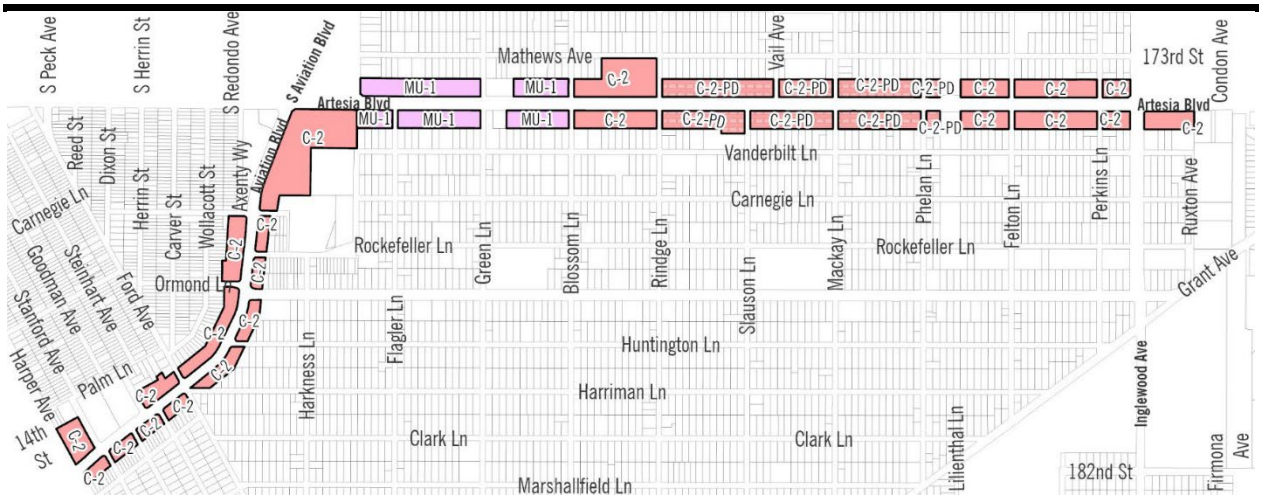
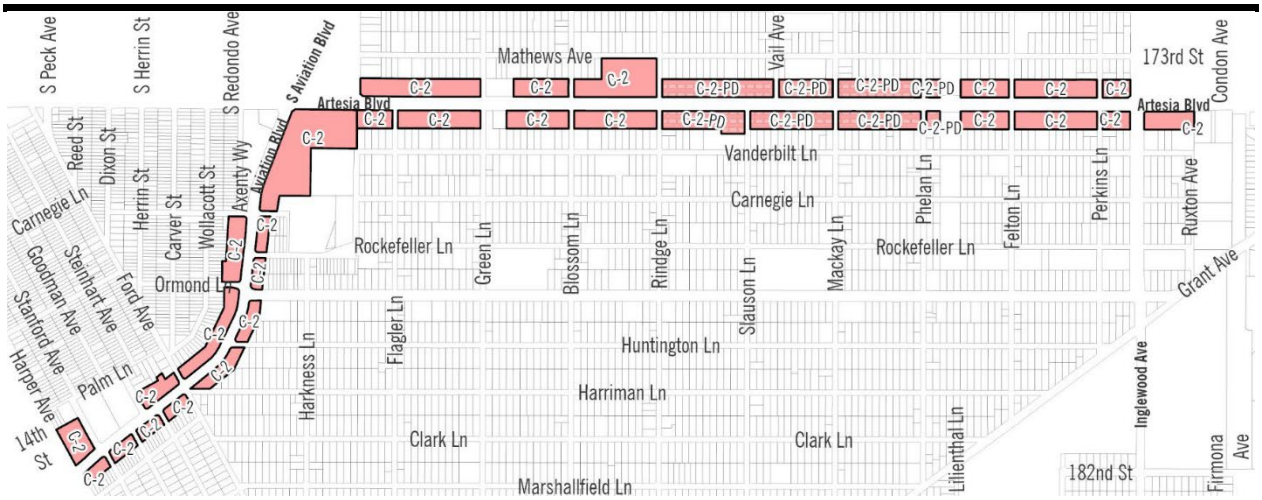


Figure 2.1d Artesia and Aviation Boulevards | Proposed Zoning Map ("2026 Amendments")



ARTESIA AND AVIATION BOULEVARDS – GENERAL PLAN AMENDED TEXT

TABLE 2 Land Use Plan Classifications: The C-2 Land Use Category shall be amended to a Commercial Neighborhood (CN) Land Use Category to better support surrounding adjacent residential neighborhoods and for the C-2 Zones along Artesia and Aviation Boulevards increase the floor area ratio (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) as follows:

Category	Typical Principal Uses (not all-inclusive)	Maximum Density/Intensity
~~C-2~~	~~Same uses as C-1 and movie theaters, and overnight accommodations; except Riviera Village where no "footprint" exceeding 30,000 square feet is permitted for a single use for food sales, retail goods, or other large volume use.~~	~~Floor area ratio: 0.50~~
Neighborhood Commercial (CN)	***Provides for commercial districts with uses that complement adjacent residential neighborhoods. Allowed uses include retail, restaurants, personal services, office, hotel*, and similar uses. The intent of this designation is to provide goods and services that meet the needs of residents and businesses Buildings in the CN districts should front the street with rear, alley loaded parking where feasible. Where CN designations contain existing residential uses, they shall be allowed to remain and shall be considered conforming; however, no new residential units are permitted.*** ***Maximum FAR 0.50 (except for the Artesia and Aviation Boulevards Special Policy Areas, where the Maximum FAR is 1.50)*** ****Conditionally permitted subject to zoning code***	***Max. FAR 0.50*** ***Max FAR 1.50 for Artesia and Aviation Boulevards Special Policy Areas***

ARTESIA AND AVIATION BOULEVARDS – ZONING ORDINANCE AMENDED TEXT

AMENDMENT OF CODE §10-2.622. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.622 shall be amended as follows (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***) :

Section 10-2.622 Development Standards, C-2 commercial zone.

(a) These standards shall apply to the C-2 zone with the exception of properties located in the AACAP which are subject to the standards identified in subsection (k) below.

(b)~~(a)~~ Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 0.5 (see definition of floor area ratio in Section 10-2.402)~~ except within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council~~.

~~(1) The floor area ratio (F.A.R.) of all buildings on a lot within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council, shall not exceed 0.6 (see definition of floor area ratio in Section 10-2.402).~~

(c)~~(b)~~ Building height. No building or structure shall exceed a height of 30 feet (see definition of building height in Section 10-2.402).

(d)~~(c)~~ Stories. No building shall exceed two stories (see definition of story in Section 10-2.402).

(e)~~(d)~~ Setbacks. The minimum setback requirements shall be as follows:

(1) Front setback. There shall be a minimum front setback of five feet the full width of the lot, except where a lot is contiguous to a residentially zoned lot fronting on the same street, in which case the required front setback shall be the same as required for the contiguous residential lot.

(2) Side setback.

There shall be a minimum side setback of 10 feet the full length of the lot on the street side of a corner or reverse corner lot.

No side setback shall be required along the interior lot lines, except where the side lot line is contiguous to a residential zone, in which case the following standards shall apply:

There shall be a minimum side setback of 20 feet the full length of the lot;

The required side setback may be modified pursuant to Planning Commission Design Review (Section 10-2.2502).

(3) Rear setback. No rear setback shall be required, except where the rear lot line is contiguous to a residential zone, in which case the following standards shall apply:

a. There shall be a minimum rear setback of 20 feet the full width of the lot;

b. The required rear setback may be modified pursuant to Planning Commission Design Review (Section 10-2.2502).

~~(e) Usable public open space within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council. For projects of 15,000 square feet of lot area or greater, spaces such as public plazas, public walkways and other public spaces of at least 10% of the F.A.R. shall be provided.~~

~~(1) Public open space shall be accessible to the public and not be fenced or gated so as to prevent public access.~~

~~(2) Public open space shall be contiguous to the maximum extent feasible.~~

~~(3) Areas less than 10 feet in width may not count as public open space.~~

~~(4) The requirement of 10% public open space may be modified by the Community Development Director or assigned for projects developed on lots less than 20,000 square feet in size.~~

(f) General regulations. See Article 3 of this chapter.

(g) Parking regulations. See Article 5 of this chapter.

(h) Sign regulations. See Article 6 of this chapter.

(i) Landscaping regulations. See Article 7 of this chapter.

(j) Procedures. See Article 12 of this chapter.

(k) Development Standards within the Artesia and Aviation Corridors Area Plan.

(1) Purpose: The purpose of this subsection is to establish development standards specific to C-2 zoned properties located within the Artesia and Aviation Corridors Area Plan. The intention of these development standards is to foster and support the development of a vibrant, pedestrian-oriented corridor that balances commercial vitality with neighborhood compatibility, consistent with the adopted Artesia and Aviation Corridors Area Plan objectives. The Artesia and Aviation Corridors Area Plan includes properties along Artesia and Aviation Boulevard from the transportation easement (rail line) east of Inglewood Avenue to the western City boundary at Aviation Boulevard.

(2) Applicability: The development standards in this subsection apply only to properties located within the boundaries of the Artesia and Aviation Corridors Area Plan. All other areas outside the Artesia and Aviation Corridors Area Plan zoned C-2 shall continue to be regulated by subsections (a) through (j) above.

(3) Development Standards for the Artesia and Aviation Corridors Area Plan:

a. Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 1.5 (see definition of floor area ratio in Section 10-2.402).

b. Building height. No building or structure shall exceed a height of 45 feet (see definition of building height in Section 10-2.402).

c. Stories. No building shall exceed three stories (see definition of story in Section 10-2.402).

d. Setbacks.

1. Front setback

(i) Minimum required. There shall be a minimum front setback of five feet the full width of the lot.

i. Buildings shall be oriented towards Artesia and Aviation Boulevard frontages and provide entrances from the sidewalk. Entrances can also be oriented towards courtyards and plazas provided the courtyard or plaza is oriented towards and accessed directly from Artesia and Aviation Boulevards.

ii. The placement of off-street parking in the front of the building may be authorized through approval of an Administrative Use Permit (AUP) as determined by the Community Development Director as identified in Municipal Code Section 10-2.1707(b)(2)(b)(1)

Side setback.

There shall be a minimum side setback of five feet the full length of the lot on the street side of a corner or reverse corner lot.

No side setback shall be required along the interior lot lines.

Rear setback. No rear setback shall be required, except where the rear lot line is contiguous to a residential zone, in which case the following standards shall apply:

There shall be a minimum rear setback of 20 feet the full width of the lot;

(ii) The required rear setback may be modified pursuant to Planning Commission Design Review (Section 10-2.2502).

4. Third story setback. Within the first 30 feet of property depth, all building elevations above the second floor along Artesia and Aviation Boulevard shall have a minimum average setback of five feet from the second floor building face.

e. To promote a pedestrian-oriented and visually engaging streetscape, all first-floor commercial spaces shall have a minimum floor-to-ceiling dimension of 12 feet.

(4) The following design standards and guidelines are required in addition to Artesia and Aviation Corridors Area Plan Guidelines for new structures and any addition of gross floor area of 1,000 square feet or more, whether attached or detached, to an existing commercial structure:

a. Architecture and design:

1. Façade Materials: Projects shall incorporate high-quality materials that are consistent with and complementary of the building's architectural style. Materials such as vinyl, plastic, or similar less-quality materials as determined by the Community Development Director, or designee, are not permitted. Materials shall support a cohesive and visually refined design and be suitable for long-term durability. Acceptable materials including but not limited to, natural stone, brick, precast concrete, wood, and factory-finished metal panels (heavy-gauge only, in corrugated or flat sections, low reflectivity) are preferred.

2. Specific design features and elements that should be incorporated into the projects design include the following:

(i) Storefronts and Entrances:

i. The storefront shall enhance the visual quality and character of the street and reflect the architectural style of the building while maintaining individuality.

ii. Provide continuous variety and make buildings appear unique while contributing to a cohesive, vibrant, and human-scaled environment.

iii. Provide incremental shifts in the wall plane, building material variation, and window patterns to create small shadows that give an impression of depth and texture.

iv. For retail uses a minimum of 70 percent of the first-floor fronting Artesia Boulevard or Aviation Boulevard shall consist of transparent materials such as glass or windows. Display windows should provide visual interest and pedestrian engagement (e.g., merchandise, art, interior activity) and encourage pedestrian activity though transparent, inviting facades.

v. Building entries should be at or near grade and oriented toward the street and clearly defined.

Pedestrian entrances and windows should be the dominant elements on the public street façades. Consider using recessed entrances to create depth and shadow, and enhance the walkability and visual interest of the storefront area.

3. Corner Emphasis: Distinctive corner architectural treatments such as taller parapets, curved glazing, or tower elements to anchor intersections shall be incorporated into the design of the project.

4. Shade Structures: Consider incorporating awnings or canopies or architectural shading devices (louvers, trellises) along retail frontages or commercial spaces for shade and functional design.

(i) Shade structures shall be designed to complement the primary building through consistent materials, color, form, and detailing. Materials shall be durable and result in longevity.

(ii).The size and shape of shade structures shall be proportionate to the building façade and the width of the bay or storefront they cover.

(iii)A minimum vertical clearance of eight feet above finished grade shall be provided for all elements that encroach into the public right-of-way or pedestrian areas.

(iv) Shade structures may encroach over public sidewalks or pedestrian pathways, provided a minimum two-foot setback from the curb line is maintained at all times and an Encroachment Permit is obtained.

5. Lighting: The placement and style of lighting shall highlight architectural features and signage.

(i) Lighting shall be designed and located to not project off-site or onto adjacent uses.

(ii) Lighting shall be warm, energy-efficient lighting for a welcoming nighttime appearance and pedestrian activity.

AMENDMENT OF CODE §10-2.625. Title 10, Chapter 2 (Zoning and Land Use) Article 2 Section 10-2.625 shall be amended as follows (deleted text shown as ~~strike through~~ and new text shown as ***bold italics underlined text***):

Section 10-2.625 Development Standards, C-2-PD commercial zone.

(a) These standards shall apply to the C-2-PD zone with the exception of properties located in the AACAP which are subject to the standards identified in subsection (k) below.

(b)~~(a)~~ Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 0.5 (see definition of floor area ratio in Section 10-2.402)~~ except within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council~~.

~~(1) The floor area ratio (F.A.R.) of all buildings on a lot within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council, shall not exceed 0.6 (see definition of floor area ratio in Section 10-2.402).~~

(c)~~(b)~~ Building height. No building or structure shall exceed a height of 30 feet (see definition of building height in Section 10-2.402).

(d)~~(c)~~ Stories. No building shall exceed two stories (see definition of story in Section 10-2.402).

(e)~~(d)~~ Setbacks. The minimum setback requirements shall be as follows:

(1) Front setback.

a. Minimum required. There shall be a minimum front setback of ~~three~~ five feet the full width of the lot~~, except that display windows may project to the front property line, provided that the bottom of the projection is no less than three feet above the adjacent sidewalk grade~~. However, where a lot is contiguous to a residentially zoned lot fronting on the same street, the required front setback shall be the same as required for the contiguous residential lot.

b. Maximum permitted. The front setback shall not exceed 10 feet for 50% of the linear frontage of the building, except areas contiguous with the structure and used for outdoor dining or courtyards shall be exempt from this requirement. This setback area shall not be used for parking.

(2) Side setback.

a. There shall be a minimum side setback of 10 feet the full length of the lot on the street side of a corner or reverse corner lot.

b. No side setback shall be required along the interior lot lines, except where the side lot line is contiguous to a residential zone, in which case the following standards shall apply:

1. There shall be a minimum side setback of 20 feet the full length of the lot;

2. The required side setback may be modified pursuant to Planning Commission Design Review (Section 10-2.2502).

(3) Rear setback. No rear setback shall be required, except where the rear lot line is contiguous to a residential zone, in which case the following standards shall apply:

a. There shall be a minimum rear setback of 20 feet the full width of the lot;

b. The required rear setback may be modified pursuant to Planning Commission Design Review (Section 10-2.2502).

~~*(e)* Usable public open space within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council. For projects of 15,000 square feet of lot area or greater, spaces such as public plazas, public walkways and other public spaces of at least 10% of the F.A.R. shall be provided.~~

~~(1) Public open space shall be accessible to the public and not be fenced or gated so as to prevent public access.~~

~~(2) Public open space shall be contiguous to the maximum extent feasible.~~

~~(3) Areas less than 10 feet in width may not count as public open space.~~

~~(4) The requirement of 10% public open space may be modified by the Community Development Director or assigned for projects developed on lots less than 20,000 square feet in size.~~

(f) General regulations. See Article 3 of this chapter.

(g) Parking regulations. See Article 5 of this chapter.

(h) Sign regulations. See Article 6 of this chapter.

(i) Landscaping regulations. See Article 7 of this chapter.

(j) Procedures. See Article 12 of this chapter.

(k) Development Standards within the Artesia and Aviation Corridors Area Plan.

(1) Purpose: The purpose of this subsection is to establish development standards specific to C-2-PD zoned properties located within the Artesia and Aviation Corridors Area Plan. The intention of these development standards is to foster and support the development of a vibrant, pedestrian-oriented corridor that balances commercial vitality with neighborhood compatibility, consistent with the adopted Artesia and Aviation Corridors Area Plan objectives. The Artesia and Aviation Corridors Area Plan includes properties along Artesia and Aviation Boulevard from the transportation easement (rail line) east of Inglewood Avenue to the western City boundary at Aviation Boulevard.

(2) Applicability: The development standards in this subsection apply only to properties located within the boundaries of the Artesia and Aviation Corridors Area Plan. All other areas outside the Artesia and Aviation Corridors Area Plan zoned C-2-PD shall continue to be regulated by subsections (a) through (j) above.

(3) Development Standards for the Artesia and Aviation Corridors Area Plan:

a. Floor Area Ratio: The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 1.5 (see definition of floor area ratio in Section 10-2.402).

b. Building height: No building or structure shall exceed a height of 45 feet (see definition of building height in Section 10-2.402).

c. Stories. No building shall exceed three stories (see definition of story in Section 10-2.402).

d. Setbacks.

1. Front setback

(i) Minimum required. There shall be a minimum front setback of five feet the full width of the lot.

(ii) Maximum permitted. The front setback shall not exceed 10 feet for 50% of the linear frontage of the building, except areas contiguous with the structure and used for outdoor dining or courtyards shall be exempt from this requirement. This setback area shall not be used for parking.

i. Buildings shall be oriented towards Artesia and Aviation Boulevard frontages and provide entrances from the sidewalk. Entrances can also be oriented towards courtyards and plazas provided the courtyard or plaza is oriented towards and accessed directly from Artesia and Aviation Boulevards.

2. Side setback.

(i) There shall be a minimum side setback of five feet the full length of the lot on the street side of a corner or reverse corner lot.

(ii) No side setback shall be required along the interior lot lines.

Rear setback. No rear setback shall be required, except where the rear lot line is contiguous to a residential zone, in which case the following standards shall apply:

There shall be a minimum rear setback of 20 feet the full width of the lot;

(ii) The required rear setback may be modified pursuant to Planning Commission Design Review (Section 10-2.2502).

4. Third story setback. Within the first 30 feet of property depth, all building elevations above the second floor shall have a minimum average setback of five feet from the second floor building face.

e. To promote a pedestrian-oriented and visually engaging streetscape, all first-floor commercial spaces shall have a minimum floor-to-ceiling dimension of 12 feet.

(4) The following design standards and guidelines are required in addition to Artesia and Aviation Corridors Area Plan Guidelines for new structures and any addition of gross floor area of 1,000 square feet or more, whether attached or detached, to an existing commercial structure:

a. Architecture and design:

1. Façade Materials: Projects shall incorporate high-quality materials that are consistent with and complementary of the building's architectural style. Materials such as vinyl, plastic, or similar less-quality materials as determined by the Community Development Director, or designee, are not permitted. Materials shall support a cohesive and visually refined design and be suitable for long-term durability. Acceptable materials including but not limited to, natural stone, brick, precast concrete, wood, and factory-finished metal panels (heavy-gauge only, in corrugated or flat sections, low reflectivity) are preferred.

2. Specific design features and elements that should be incorporated into the projects design include the following:

(i) Storefronts and Entrances:

i. Provide continuous variety and make buildings appear unique while contributing to a cohesive, vibrant, and human-scaled environment.

ii. Provide incremental shifts in the wall plane, building material variation, and window patterns to create small shadows that give an impression of depth and texture.

iii. For retail uses a minimum of 70 percent of the first-floor fronting Artesia Boulevard or Aviation Boulevards shall consist of transparent materials such as glass or windows. Display windows should provide visual interest and pedestrian engagement (e.g., merchandise, art, interior activity) and encourage pedestrian activity though transparent, inviting facades.

iv. Building entries should be at or near grade and oriented toward the street and clearly defined. Pedestrian entrances and windows should be the dominant elements on the public street façades. Consider using recessed entrances to create depth and shadow, and enhance the walkability and visual interest of the storefront area.

3. Corner Emphasis: Distinctive corner architectural treatments such as taller parapets, curved glazing, or tower elements to

anchor intersections shall be incorporated into the design of the project.

4. ***Shade Structures: Consider incorporating awnings or canopies or architectural shading devices (louvers, trellises) along retail frontages or commercial spaces for shade and functional design.***
   - ***(i) Shade structures shall be designed to complement the primary building through consistent materials, color, form, and detailing. Materials shall be durable and result in longevity.***
   - ***(ii) The size and shape of shade structures shall be proportionate to the building façade and the width of the bay or storefront they cover.***
   - ***(iii) A minimum vertical clearance of eight feet above finished grade shall be provided for all elements that encroach into the public right-of-way or pedestrian areas.***
   - ***(iv) Shade structures may encroach over public sidewalks or pedestrian pathways, provided a minimum two foot setback from the curb line is maintained at all times and an Encroachment Permit is obtained.***
5. ***Lighting: The placement and style of lighting shall highlight architectural features and signage.***
   - ***(i) Lighting shall be designed and located to not project off-site or onto adjacent uses.***
   - ***(ii) Lighting shall be warm, energy-efficient lighting for a welcoming nighttime appearance and pedestrian activity.***

3. PCH and Torrance Boulevard.

PCH and Torrance Boulevard | Affected Area

The 2026 Amendments change select commercial properties along PCH from C-2 to C-4, which allows for a higher maximum intensity, changing the allowed intensity from 0.50 FAR to 1.00 FAR. The 2026 Amendments also increasing the maximum intensity allowed from 0.50 FAR to 0.75 FAR. The affected properties are divided between the coastal zone and inland areas.

PCH and Torrance Boulevard | City Council Adopted Amendments (August 2026)

The 2026 Amendments adopted changes include revisions to the General Plan, Zoning Ordinance, Coastal Land Use Plan (CLUP), and Zoning Map:

Properties changing from C-2 to C-4. 2026 Amendments amended the General Plan designation for 40 properties (18.4 acres) along Pacific Coast Highway from Commercial (C-2) to Commercial (C-4). This designation allows for commercial uses but increases the

maximum allowable building intensity from 0.50 FAR to 1.00 FAR. This change is identified in Figures 3.1a-3.1f and Table 2.1 of the proposed General Plan Land Use Element. These properties are divided between the Coastal Zone and inland areas across four specific corridor segments:

Coastal Zone (West Side of Pacific Coast Highway). This area includes 31 properties across three segments: between Catalina Avenue and Gertruda Ave (16 properties); between Beryl Street and Carnelian Avenue (3 properties); and between Pearl Street and Ruby Street (12 properties). For these properties the Coastal Land Use Map in the Coastal Land Use Plan, will be amended to change the designation from C-2 to C-4, making these properties consistent with the General Plan. The Zoning Code for the Coastal Zone regulates zoning on these properties, and the Zoning designations will be changed from C-2 and C-2A to C-4.

Inland (East Side of Pacific Coast Highway). This area includes 9 properties along PCH between Pearl Street and Ruby Street. For these properties, the General Plan designation will change from C-2 to C-4, and the Zoning designation will change from C-2 to C-4. This area is outside of the coastal zone, so there are no changes to the Coastal Land Use Plan or Coastal Land Use Plan Implementing Ordinance for this segment.

The current and proposed land use and zoning designations are shown in Figures 3.1a-3.1d. The current and proposed Coastal Land Use Plans are shown in Figures 3.1e and 3.1f. Figures 3.2a and 3.2b note that there are no proposed changes to General Plan land use designations associated with these changes. Figure 3.3 notes that there are no proposed changes to the zoning ordinance.

Figure 3.1a PCH and Torrance Boulevard | Current General Plan



Figure 3.1b PCH and Torrance Boulevard | Proposed General Plan

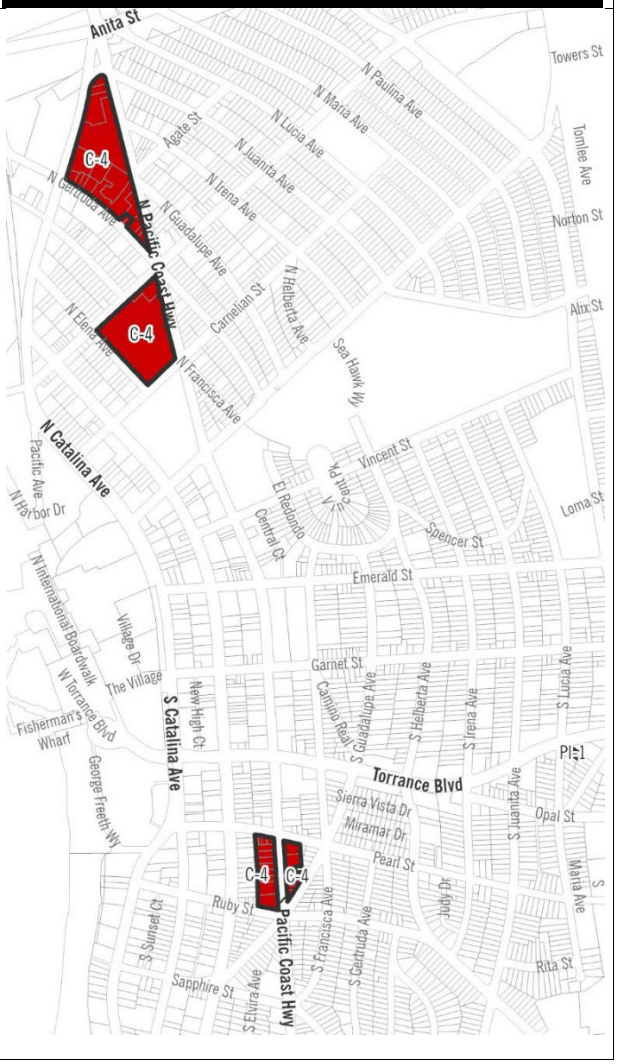


Figure 3.1c PCH and Torrance Boulevard | Current Zoning Map



Figure 3.1d PCH and Torrance Boulevard | Proposed Zoning Map

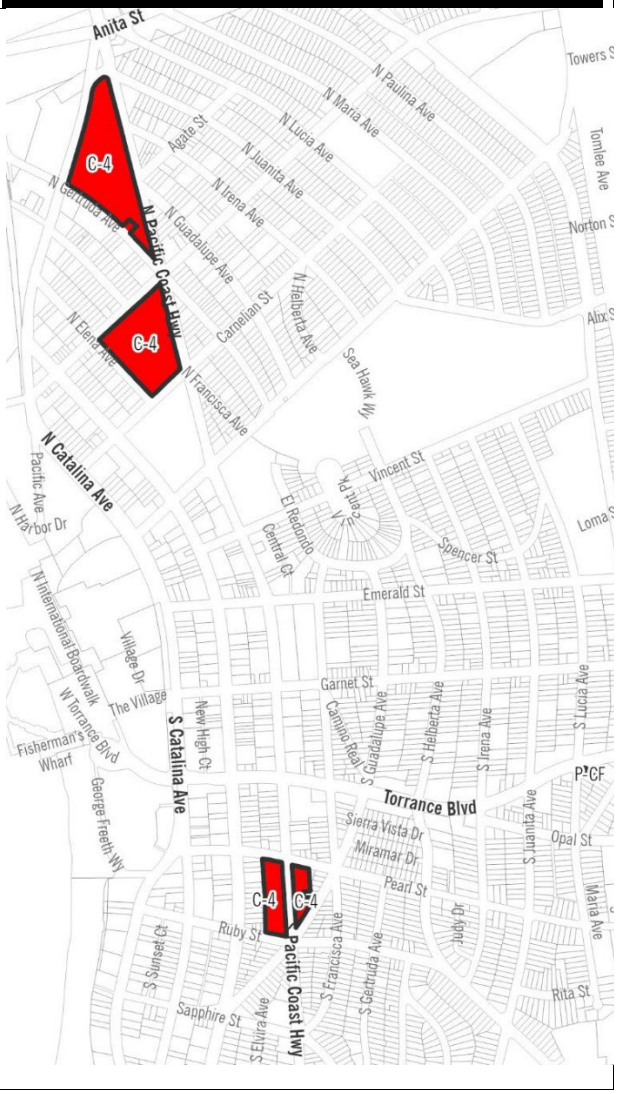


Figure 3.1e PCH and Torrance Boulevard | Current Coastal Land Use Plan

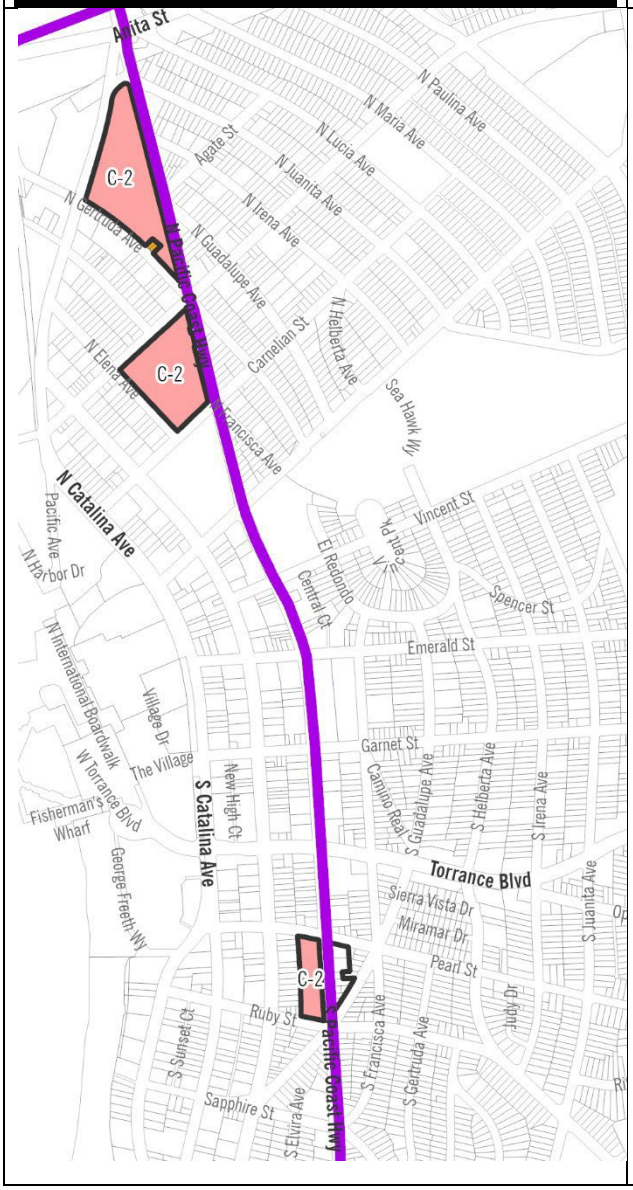


Figure 3.1f PCH and Torrance Boulevard | Proposed Coastal Land Use Plan

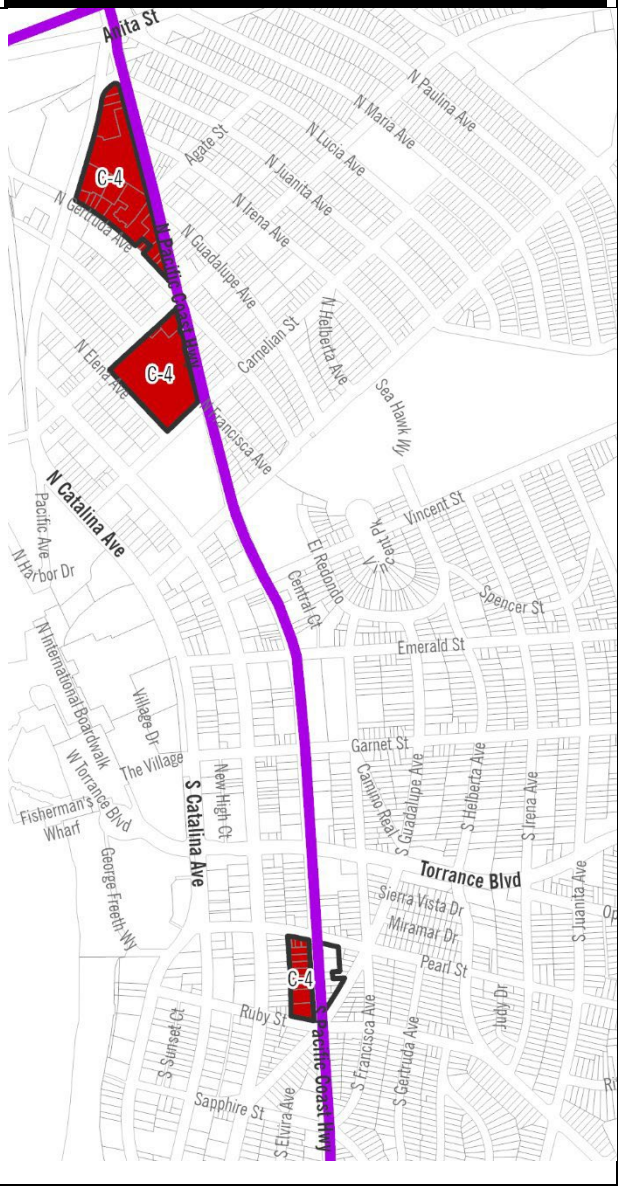


Figure 3.2 PCH and Torrance Boulevard | Current and Proposed General Plan Text

Note: There are no proposed changes to the General Plan Text associated with these changes.

Figure 3.3a PCH and Torrance Boulevard | Zoning Ordinance Amended Text

Note: There are no proposed changes to the General Plan Text associated with these changes.

Figure 3.3b PCH and Torrance Boulevard | Coastal Land Use Plan Implementing Ordinance Amended Text

Note: There are not proposed changes to the General Plan Text associated with these changes.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, unconstitutional or unenforceable by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The people hereby declare that they would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid, unconstitutional or unenforceable.

SECTION 6. AMENDMENTS. This Ordinance shall not be construed as having been enacted by initiative and shall therefore be exempt from the subsequent voter approval requirements contained in the third sentence of California Elections Code 9217.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be considered as adopted upon the date that the vote is declared by the City Council, and shall go into effect 10 days after that date. The City Clerk shall certify to the passage and adoption of this Ordinance and enter it into the book of original measure. Certain portions of this Ordinance shall not be effective until Coastal Commission has certified the amendments. In the event that Coastal Commission suggests or requires modifications to the amendments, this requirement can be fulfilled through compliance with Title 14, Cal. Code of Regulations, Section 13544 (or similar acknowledgment from the Coastal Commission that the City has complied with the Coastal Commission's modifications).

SECTION 8. CERTIFICATION BY MAYOR.

The Mayor is hereby authorized to certify the adoption of this measure and the declaration of the vote thereon by the City Council by signing where indicated below.

ADOPTED by the People of the City of Redondo Beach, California, this 3rd day of November, 2026 by the following vote, to wit:

YES: _____

NO: _____

I hereby certify that the foregoing ORDINANCE was PASSED APPROVED AND ADOPTED by a majority vote by the People of the City of Redondo Beach voting on the 3rd day of November, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

RESOLUTION NO. CC-2608-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO § 10403 OF THE CALIFORNIA ELECTIONS CODE FOR A PROPOSED CITY MEASURE

WHEREAS, the City Council of the City of Redondo Beach called a Special Municipal Election to be held on November 3, 2026, for the purpose of submitting to voters a certain measure; and

WHEREAS, it is desirable that the Special Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, and that the county election department of the County of Los Angeles canvass the returns of the Special Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a Special Municipal Election with the Statewide General Election on Tuesday, November 3, 2026, for the purpose of the election of a city measure being placed on the ballot.

SECTION 2. That the measure to appear on the ballot is as follows:

MEASURE

Shall the measure be adopted to amend the Redondo Beach General Plan and Zoning Ordinance to support increased commercial activity in key areas of the City, including expanded property development potential (i.e. new floor area ratio caps, height limits, and rooftop dining) along Artesia and Aviation Boulevards, industrial properties north of Manhattan Beach Boulevard, and certain commercial properties along Pacific Coast Highway; and to reduce the allowed housing density for some residential and mixed-use properties in the City?	**YES** **NO**

SECTION 3. The City Clerk/Elections Official is directed to forward, without delay, to the Board of Supervisors of the County of Los Angeles, and to the Los Angeles County Elections Department, each, a certified copy of the resolutions and the proposed amendments will be attached as the adopted Resolutions with Exhibits as follows:

- Resolution 2608-057 - Calling The Election
- Resolution 2608-059 - Setting Priorities For Filing Written Argument(s)

SECTION 4. That the vote requirement for the measure to pass is a majority (50%+1) of the votes cast.

SECTION 5. That the ballots used at the election shall be in form and content as required by law and conducted in the manner prescribed in Elections Code Section 10418.

SECTION 6. That the County Election Department is authorized to canvass the returns of the Special Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating special election.

SECTION 6. That the Board of Supervisors is requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 7. That the City of Redondo Beach recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 8. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Los Angeles.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 4th day of August, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM: ATTEST:

_____ _____
Joy A. Ford, 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-2608-058 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 4th day of August, 2026, 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:

_____
Eleanor Manzano, CMC
City Clerk

RESOLUTION NO. CC- 2608-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENT(S) AND REBUTTAL ARGUMENTS, AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS REGARDING A CITY MEASURE REGARDING MAJOR CHANGES IN ALLOWABLE LAND USE PURSUANT TO ARTICLE XXVII OF THE CITY CHARTER TO BE SUBMITTED AT A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, AS CALLED BY RESOLUTION NO CC-2608-057.

WHEREAS, a Special Municipal Election is to be held in the City of Redondo Beach, California on November 3, 2026, at which time there will be submitted to the voters the following measure:

MEASURE

Shall the measure be adopted to amend the Redondo Beach General Plan and Zoning Ordinance to support increased commercial activity in key areas of the City, including expanded property development potential (i.e. new floor area ratio caps, height limits, and rooftop dining) along Artesia and Aviation Boulevards, industrial properties north of Manhattan Beach Boulevard, and certain commercial properties along Pacific Coast Highway; and to reduce the allowed housing density for some residential and mixed-use properties in the City?	**YES** **NO**

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Pursuant to California Elections Code 9282(b) for measures placed on the ballot by the legislative body may write arguments for or against the above measure.

SECTION 2. That pursuant to the above the City Council does authorize the following member(s) of its body: Councilmember Obagi and Councilmember Behrendt to file written Arguments For **not exceeding 300 words** regarding the City measure as specified above, accompanied by the printed name(s) and signature(s) of the author(s) submitting it. The arguments may be changed or withdrawn until **Tuesday**, **August 18, 2026 by 5:30 p.m.** after which no arguments for or against the City measure may be submitted to the City Clerk.

SECTION 3. No more than five signatures shall appear with any argument submitted. In case any argument is signed by more than five authors, the signatures of the first five shall be printed. The arguments shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument.

SECTION 4. That the City Clerk/Elections Official is directed to follow the format for ballot arguments provided in subsections (d), (e) and (f) of Section 9282 of the California Elections Code.

SECTION 5. That based on the time reasonably necessary to prepare and print the arguments and sample ballots and to permit the ten-calendar-day public examination period, the City Clerk/Election Official has fixed **Friday, August 28, 2026 by 5:30 p.m.**, as the date after which no arguments for or against City measure may be submitted to the City Clerk/Elections Official for printing and distribution to the voters.

SECTION 6. That if more than one argument for or against the measure is submitted to the City Clerk/Elections Official within the time prescribed, pursuant to Section 9287 of the California Elections Code, she shall select one of the arguments in favor and one of the arguments against the Measure for printing and distribution to the voters.

SECTION 7. That the City Clerk/Elections Official shall give preference and priority, in the order named, to the arguments of the following:

a. The City Council, or member(s) or members of the body authorized by the City Council.

b. The individual voter, or bona fide association of citizens, or combination of voters and associations, who are the bona fide sponsors or proponents of the measure.

c. Bona fide associations of citizens.

d. Individual voters who are eligible to vote on the measure.

SECTION 8. That pursuant to Section 9285(a)(1) of the California Elections Code, after the City Clerk/Elections Official has selected the arguments for and against the measure which will be printed and distributed to the voters, the Election Official shall send a copy of the argument in favor of the measure to the authors of the argument against the measure, and a copy of the argument against the measure to the authors of the argument in favor of the measure.

SECTION 9. That pursuant to Section 9285(a)(2) of the California Elections Code that author or a majority of the authors of an argument relating to a city measure may prepare and submit a rebuttal argument or may authorize in writing any other person or persons to prepare, submit, or sign the rebuttal argument.

SECTION 10. That pursuant to Section 9285(a)(3) of the California Elections Code rebuttal arguments may **not exceed 250 words**.

SECTION 11. That pursuant to Section 9285(a)(4) of the California Elections Code rebuttal arguments relating to a city measure shall be filed with the elections official no later than 10 days after the final filing date for primary arguments, the Election Official has fixed **Friday, August 28, 2026 by 5:30 p.m**. The rebuttal argument shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument.

SECTION 12. That rebuttal arguments shall be filed with the City Clerk/Elections Official, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization and the printed name and signature of at least one of its principal officers.

SECTION 13. That pursuant to Section 9285(a)(5) of the California Elections Code all rebuttals shall not be signed by more than five persons and shall be printed in the same manner as a primary argument and shall immediately follow the primary argument which it seeks to rebut.

SECTION 14. That the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney, unless the organization or salaries of the office of the City Attorney are affected.

a. That the City Attorney shall prepare an impartial analysis of the measure **not exceeding 500 words** each showing the effect of the measure on the existing law and the operation of the measure.

b. The analysis of the measure shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the city.

c. In the event the entire text of the measure is not printed on the ballot, nor in the voter information guide, there shall be printed immediately below the impartial analysis, in no less than 10-point type, the following: "The above statement is an impartial analysis of Measure. If you desire a copy of the measure, please call the Elections office at (310) 318-0656 or visit the city's website at redondo.org/elections.

d. The impartial analyses shall be filed with the City Clerk/Elections Official by **Friday, August 28, 2026 at 5:30 p.m.**

SECTION 15. That the City Council approves the letter designations of **ART** as 1st choice, **AR** as 2nd choice, and **AAC** as 3rd choice for identification of the ballot measure.

SECTION 16. That the City Clerk/Elections Official shall certify to the passage and adoption of this Resolution and shall enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 4th day of August, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM: ATTEST:

_____ _____
Joy A. Ford, 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-2608-059 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 4th day of August, 2026, 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:

_____
Eleanor Manzano, CMC
City Clerk

Administrative Report

N.2., **File #** 26-0791 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING RECOMMENDED CHANGES TO THE SCOPE OF WORK FOR CALTRANS' PCH IMPROVEMENT PROJECT AT PALOS VERDES BOULEVARD

EXECUTIVE SUMMARY

Caltrans will soon begin pavement rehabilitation along Pacific Coast Highway (PCH) in Redondo Beach, including significant improvements to the intersection at Palos Verdes Boulevard (PVB). A funded component of the Caltrans project includes installation of a dedicated right-turn lane on northbound PCH at PVB. The widening proposes to occupy space (currently sidewalk) that was dedicated as part of the Legado development at 1700 S PCH, now known/built as Eddy Redondo. The need for the right turn lane was based on traffic analysis performed a decade ago and in response to projected increases in traffic volume. More recent traffic studies have determined that the increase in vehicle traffic anticipated nearly ten years ago has not materialized. Additionally, the studies show that due to increased pedestrian traffic in the area, the intersection's operational performance will be negatively impacted (specifically longer wait times for north and south bound traffic along PCH) if the right turn lane is installed.

Staff now recommends that the right turn lane widening for the southern leg of the intersection be deleted from Caltrans' project scope. This recommendation is based on the conditions mentioned above, and the successful design of similar projects, community feedback, contemporary traffic safety practices, ADA requirements, and a comparative analysis of traffic volumes. Staff also recommends that the funds for the right turn lane work be redirected to other needed improvements along PCH within the City. These include the possible construction of tree wells in the south east quadrant of the PCH and PVB intersection and cross gutter repairs at various intersections along PCH between Knob Hill Avenue and Avenue H. If the recommendations are approved by City Council, staff will request Caltrans make the aforementioned adjustments.

BACKGROUND

The proposed dedicated northbound right-turn lane on PCH and PVB was originally conceived as a traffic mitigation for anticipated traffic demand due to the Legado development, exhibit attached. This was proposed at a time when measuring traffic impacts of developments only considered driver delay. However, many of these traffic impact measurements overestimated future traffic volumes. This often resulted in traffic mitigations that increased speeds, widened streets, and discouraged non-driving modes of transportation. Since then, CEQA standards have changed and public sentiments

are much more focused on reducing driving miles, lowering speeds, and improving roadway safety for all modes of transportation.

As part of a settlement agreement with the City, the Legado development was allowed to be built without needing to construct the right-turn lane. However, sidewalk space was offered in dedication to the City for that purpose if and when funding was secured and the project completed. The right turn lane project was eventually funded by Caltrans, using funds secured by the City through Measure R project recommendations, and is scheduled to be implemented with the Caltrans pavement rehabilitation project that spans PCH between Interstate 10 in Santa Monica and the Los Angeles/Orange County county line, now in progress. Recently, Caltrans held a pre-construction meeting for work to be performed within Redondo Beach. City staff decided to investigate the current necessity of a north bound right-turn lane in light of previous experience with similar projects, current traffic volumes, current community needs, and desires for different improvements.

The attached traffic count shows peak period traffic counts at the PCH/PVB intersection in November 2023 and March 2026, including bicycle and pedestrian movements. The only major change between the dates of the traffic counts that could substantially affect traffic volumes was the construction of the Legado/Eddy Redondo development. As of the 2026 traffic count, 61% of residential units in Eddy Redondo were leased and approximately 25% of commercial space was leased. Between the 2023 and 2026 traffic counts, the northbound PCH right-turn movement onto PVB remains the lowest volume movement at this intersection, with less than 70 right-turn movements during either peak hour in 2026. This movement remains lower than the counts taken in 2017 or forecast by the developer, despite the addition of Eddy Redondo traffic. More notably, walking activity has increased by 24-34%, and biking activity has increased by 48% during the PM peak hour. This is evidence of post-pandemic travel pattern shifts, a continued desire for residents to utilize non-driving modes, and the VMT efficiencies of locating mixed-use development near popular destinations such as Riviera Village. Overall PCH/PVB intersection counts have been more or less flat between 2023 and 2026 and have not reached the original projections forecast during traffic studies for the Eddy Redondo development.

Research suggests that right-turn lanes could be warranted if peak hour right-turn volumes exceed 100-125 movements, or if right-turns represent 10% or more of direction approach volumes (NCHRP 457). The northbound right-turn on PCH at PVB does not meet either threshold, and staff predicts the threshold will not be reached even when Eddy Redondo is fully leased.

Therefore, staff recommends deletion of construction of the northbound right-turn lane in coordination with the Caltrans project. Forgoing this lane addition prevents intersection widening from occurring, and avoids an increase of crosswalk distances. Increased crosswalk distances require increasing pedestrian signal walk times per ADA, which means taking green time away from other more dominant movements, such as for PCH traffic in this case. PCH would experience increases to vehicular congestion with the lane addition. In this case, a widening is actually a contrary response to data pointing to much more significant growth of walking and biking in the area. A deferral, for now, of the northbound right turn lane widening would not eliminate the City's right to perfect the dedication and construct the improvement at a future date. The offer of dedication does not sunset under the terms of the Legado agreement. If traffic patterns or public sentiment change in the future, the City will have the opportunity to install the right turn lane.

In preliminary conversations, Caltrans project staff have indicated openness to the proposed project

changes, as Caltrans is no longer singularly focused on vehicular throughput and is now more concerned with improving highway safety. As mentioned above, with Council approval, City staff will also propose to Caltrans staff that the project funds otherwise allocated for the right-turn lane project be repurposed for more meaningful improvements that would provide direct benefit to the Redondo Beach community, including installing tree wells in the right-turn dedication space to accommodate trees along Eddy Redondo, either planted by the property owner or by the City with the owner's approval. Additionally, staff would request Caltrans make repairs to cross gutters that line PCH intersections between Knob Hill and Avenue H. These cross gutters severely slow access onto and off of the side streets along this segment of PCH, which degrades operational movements, and can lead to damage to both vehicles and pavement. The current Caltrans project does not account for repairing these cross gutters, and staff will recommend redirecting the right-turn lane monies to make these improvements.

COORDINATION

This item was coordinated by Public Works Department staff in consultation with Caltrans.

FISCAL IMPACT

There is no direct fiscal impact to the City resulting from the proposed change in project scope.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Exhibit - Right Turn Pocket Construction Detail Drawing
- Table - Traffic Count Comparison

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
07	LA	1	18.0/33.3	67	751

REGISTERED CIVIL ENGINEER — 2-23-23 DATE

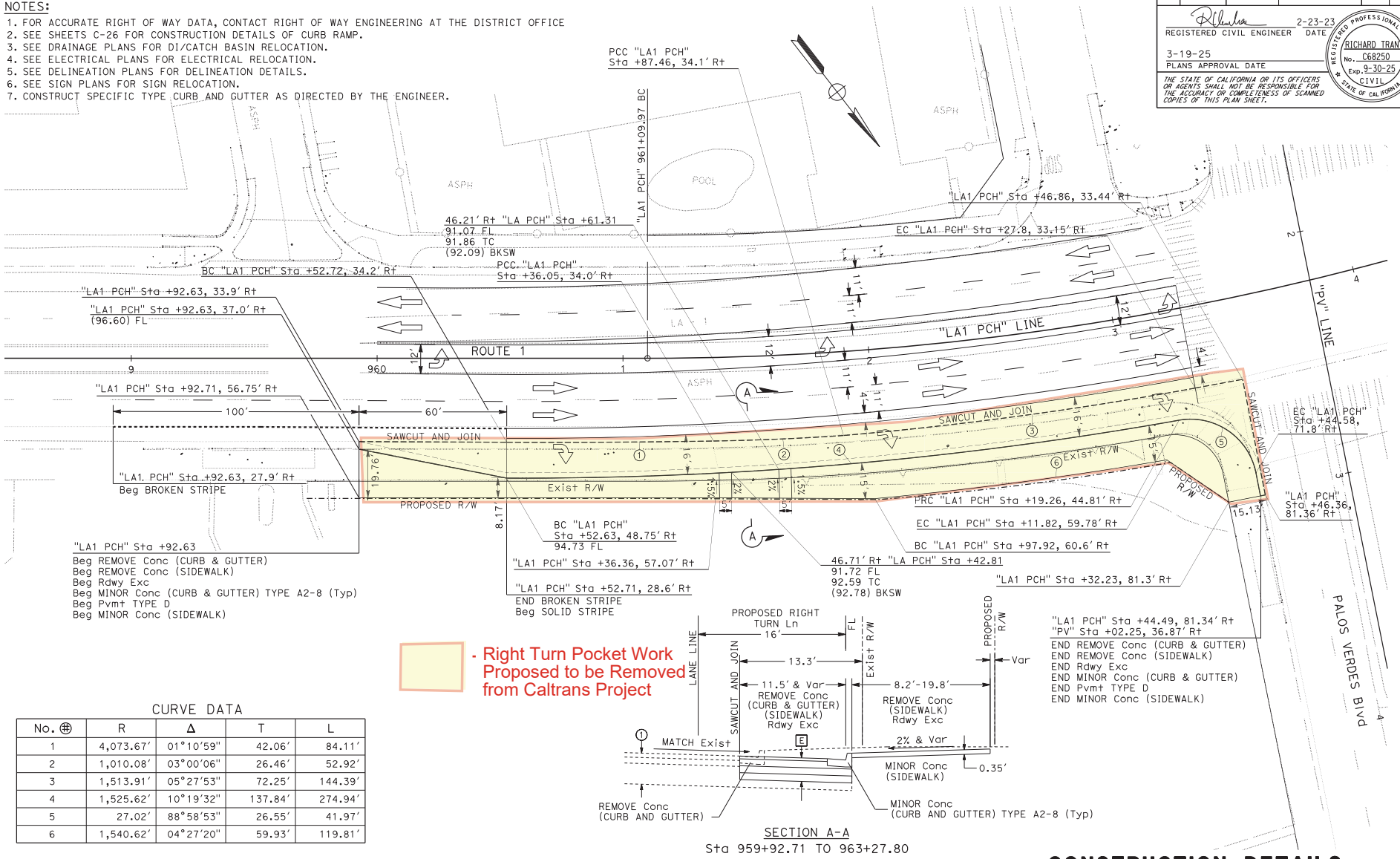
3-19-25 PLANS APPROVAL DATE

RICHARD TRAN No. C68250 Exp. 9-30-25 CIVIL — REGISTERED PROFESSIONAL ENGINEER — STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

NOTES:

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE
2. SEE SHEETS C-26 FOR CONSTRUCTION DETAILS OF CURB RAMP.
3. SEE DRAINAGE PLANS FOR DI/CATCH BASIN RELOCATION.
4. SEE ELECTRICAL PLANS FOR ELECTRICAL RELOCATION.
5. SEE DELINEATION PLANS FOR DELINEATION DETAILS.
6. SEE SIGN PLANS FOR SIGN RELOCATION.
7. CONSTRUCT SPECIFIC TYPE CURB AND GUTTER AS DIRECTED BY THE ENGINEER.



- Right Turn Pocket Work Proposed to be Removed from Caltrans Project

SECTION A-A
Sta 959+92.71 TO 963+27.80

CURVE DATA

No. ⊕	R	Δ	T	L
1	4,073.67'	01°10'59"	42.06'	84.11'
2	1,010.08'	03°00'06"	26.46'	52.92'
3	1,513.91'	05°27'53"	72.25'	144.39'
4	1,525.62'	10°19'32"	137.84'	274.94'
5	27.02'	88°58'53"	26.55'	41.97'
6	1,540.62'	04°27'20"	59.93'	119.81'

WIDEN NB PCH PAVEMENT
RECONSTRUCT CURB AND GUTTER
RECONSTRUCT SIDEWALK

CONSTRUCTION DETAILS

NO SCALE

C-2

REVISED BY	DATE REVISED
JASON HOGENDORN	RICHARD TRAN
CALCULATED-DESIGNED BY	CHECKED BY
FUNCTIONAL SUPERVISOR	GORDON LEUNG

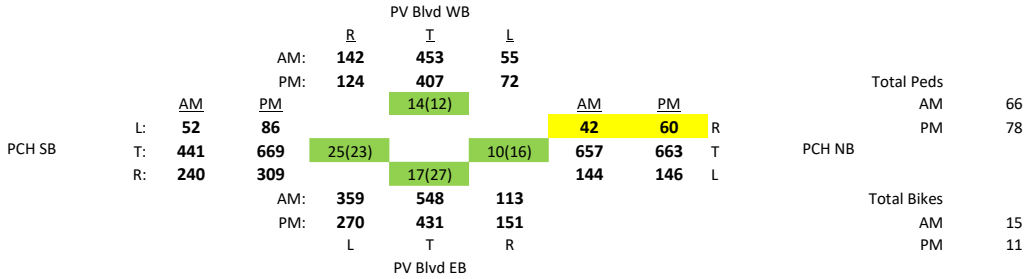
STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION — Caltrans — DESIGN

LAST REVISION — DATE PLOTTED => 5-JUN-2025 — TIME PLOTTED => 14:45

BORDER LAST REVISED 8/5/2020 | USERNAME => s119140 | DGN FILE => 732580ga002.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 1799 | PROJECT NUMBER & PHASE 07160000901

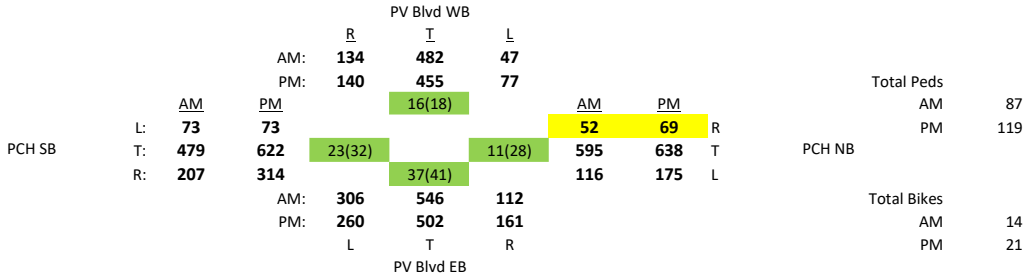
Attachment B Count Comparison

PCH/PV Boulevard
Tues, Nov 7, 2023
AM(PM) - 8-9am, 4:45-5:45pm peak periods



Total Peds	
AM	66
PM	78
Total Bikes	
AM	15
PM	11

PCH/PV Boulevard
Tues, March 24, 2026
AM(PM) - 8-9am, 4-5pm peak periods



Total Peds	
AM	87
PM	119
Total Bikes	
AM	14
PM	21

Right-turn lane consideration volume threshold is generally 100-150 vph
or >10% of approach volume is right-turn

Eddy Redondo (Legado)
45/115 units available as of April 2026

61% resi leased since May 2025 first move in
25% commercial leased

Summary: Most PCH to PVB right-turn growth 2023-2026 is attributed to 61% residential leasing of Legado. Even when it gets to 100% resi lease and more commercial, right-turn volume should be around 60(80). We saw much more bike/ped growth since then. Right turn lane adds 12' of crossing distance, 4s green added to PVB, 4s green taken away from PCH.

	AM	PM
2023 Total Cars	3246	3388
2026 Total Cars	3149	3486
% Car Chg	-3%	3%
PCH NW to PVB NE % Chg	19%	13%
% Ped Chg	24%	34%
% Bike Chg	Flat	48%

2023 Count

INTERSECTION TURNING MOVEMENT COUNTS

T101823

PREPARED BY: AimTD LLC. tel: 714 253 7888 cs@aimtd.com

DATE: Tue, Nov 7, 23

LOCATION: Redondo Beach
NORTH & SOUTH: Palos Verdes Blvd
EAST & WEST: Pacific Coast Hwy

PROJECT #: SC4285
LOCATION #: 56
CONTROL: SIGNAL

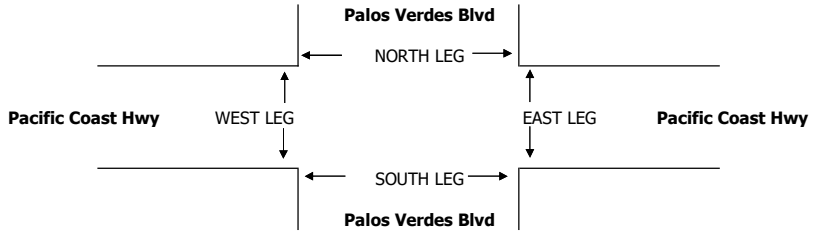
NOTES:

AM / PM / MD / OTHER / OTHER — ▲ N ◄ W E ► S ▼

		NORTHBOUND Palos Verdes Blvd			SOUTHBOUND Palos Verdes Blvd			EASTBOUND Pacific Coast Hwy			WESTBOUND Pacific Coast Hwy			
	LANES:	NL 1	NT 2	NR 0	SL 1	ST 2	SR 1	EL 1	ET 2	ER 0	WL 1	WT 2	WR 0	TOTAL
AM	7:00 AM	85	69	10	3	65	13	13	90	41	25	157	3	574
	7:15 AM	99	98	19	7	99	15	8	77	54	36	185	6	703
	7:30 AM	103	125	16	7	74	17	11	112	60	19	161	7	712
	7:45 AM	102	150	24	4	119	21	15	87	50	42	147	9	770
	8:00 AM	90	116	24	16	109	38	20	116	68	27	177	11	812
	8:15 AM	106	159	28	9	129	32	7	100	62	36	155	5	828
	8:30 AM	82	144	32	17	111	31	11	110	62	37	159	17	813
	8:45 AM	81	129	29	13	104	41	14	115	48	44	166	9	793
	VOLUMES	748	990	182	76	810	208	99	807	445	266	1,307	67	6,005
	APPROACH %	39%	52%	9%	7%	74%	19%	7%	60%	33%	16%	80%	4%	
	APP/DEPART	1,920	/	1,156	1,094	/	1,521	1,351	/	1,065	1,640	/	2,263	0
	BEGIN PEAK HR		8:00 AM											
	VOLUMES	359	548	113	55	453	142	52	441	240	144	657	42	3,246
	APPROACH %	35%	54%	11%	8%	70%	22%	7%	60%	33%	17%	78%	5%	
	PEAK HR FACTOR		0.870			0.956			0.898			0.962		0.980
	APP/DEPART	1,020	/	642	650	/	837	733	/	609	843	/	1,158	0
PM	4:00 PM	77	138	28	15	89	33	23	149	75	29	128	8	792
	4:15 PM	80	134	31	13	87	35	19	141	80	40	135	14	809
	4:30 PM	68	104	24	18	104	31	20	135	66	40	159	24	793
	4:45 PM	67	95	28	18	102	42	17	151	85	43	188	25	861
	5:00 PM	59	121	36	20	98	24	30	184	70	26	179	10	857
	5:15 PM	76	125	51	18	116	22	18	156	81	35	139	15	852
	5:30 PM	68	90	36	16	91	36	21	178	73	42	157	10	818
	5:45 PM	69	105	19	15	116	33	20	133	74	38	121	6	749
	VOLUMES	564	912	253	133	803	256	168	1,227	604	293	1,206	112	6,531
	APPROACH %	33%	53%	15%	11%	67%	21%	8%	61%	30%	18%	75%	7%	
	APP/DEPART	1,729	/	1,192	1,192	/	1,700	1,999	/	1,613	1,611	/	2,026	0
	BEGIN PEAK HR		4:45 PM											
	VOLUMES	270	431	151	72	407	124	86	669	309	146	663	60	3,388
	APPROACH %	32%	51%	18%	12%	67%	21%	8%	63%	29%	17%	76%	7%	
	PEAK HR FACTOR		0.845			0.931			0.937			0.849		0.984
	APP/DEPART	852	/	577	603	/	862	1,064	/	892	869	/	1,057	0

U-TURNS

	NB	SB	EB	WB	TTL
	0	0	0	0	
7:00 AM	0	0	0	0	0
7:15 AM	0	0	0	0	0
7:30 AM	0	0	0	0	0
7:45 AM	0	0	0	0	0
8:00 AM	0	0	0	0	0
8:15 AM	0	0	0	0	0
8:30 AM	0	0	0	0	0
8:45 AM	0	0	0	0	0
	0	0	0	0	0
4:00 PM	0	0	0	0	0
4:15 PM	0	0	0	0	0
4:30 PM	0	0	0	0	0
4:45 PM	0	0	0	0	0
5:00 PM	0	0	0	0	0
5:15 PM	0	0	0	0	0
5:30 PM	0	0	0	0	0
5:45 PM	0	0	0	0	0
	0	0	0	0	0



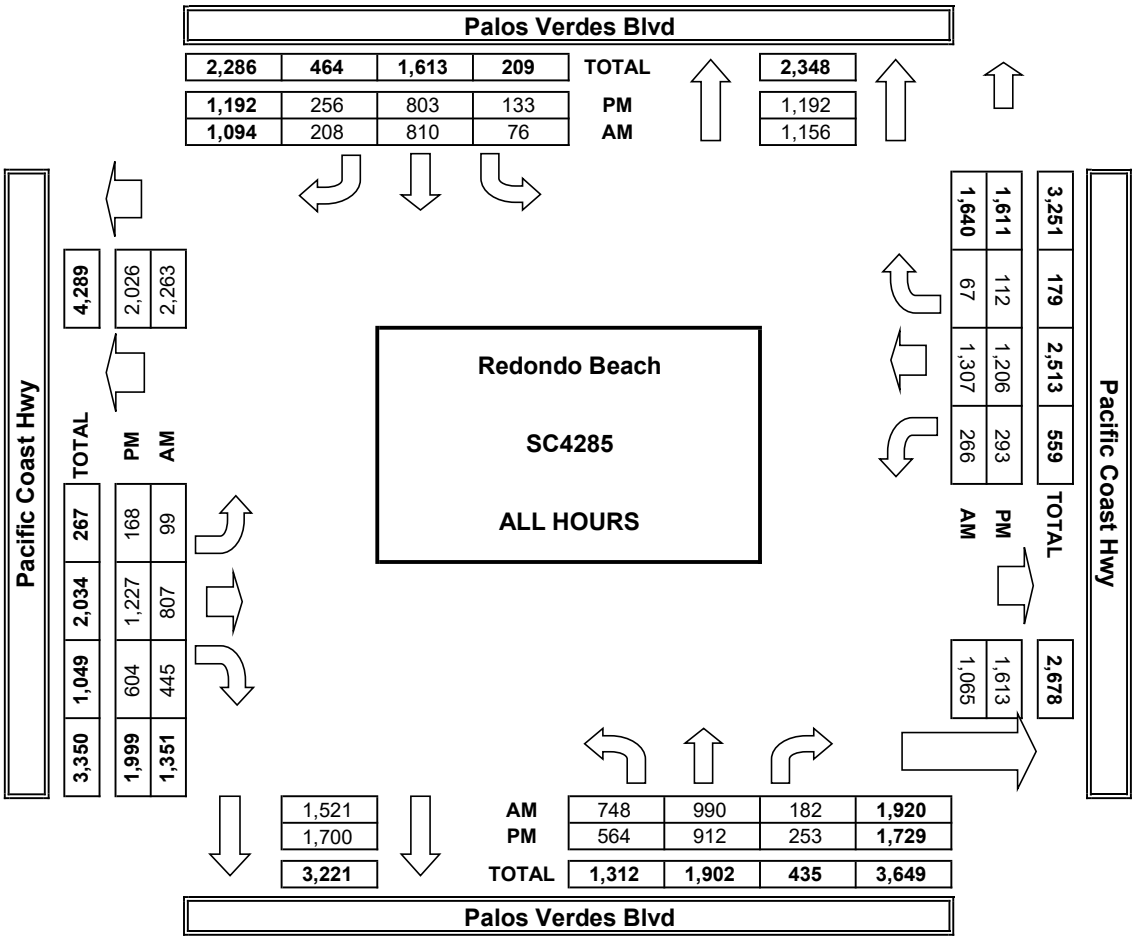
		ALL PED + BIKE & SCOOTER				
		N LEG	S LEG	E LEG	W LEG	TOTAL
AM	7:00 AM	4	4	1	8	17
	7:15 AM	1	5	1	5	12
	7:30 AM	3	3	1	5	12
	7:45 AM	4	6	0	6	16
	8:00 AM	2	3	1	6	12
	8:15 AM	8	6	1	12	27
	8:30 AM	3	5	4	9	21
	8:45 AM	3	6	6	6	21
	TOTAL	28	38	15	57	138
	BEGIN PEAK HR			8:00 AM		
PM	4:00 PM	7	9	2	11	29
	4:15 PM	4	8	2	5	19
	4:30 PM	4	6	2	9	21
	4:45 PM	1	9	5	5	20
	5:00 PM	2	11	9	4	26
	5:15 PM	6	8	3	11	28
	5:30 PM	4	1	1	9	15
	5:45 PM	1	8	5	6	20
	TOTAL	29	60	29	60	178
	BEGIN PEAK HR			4:45 PM		

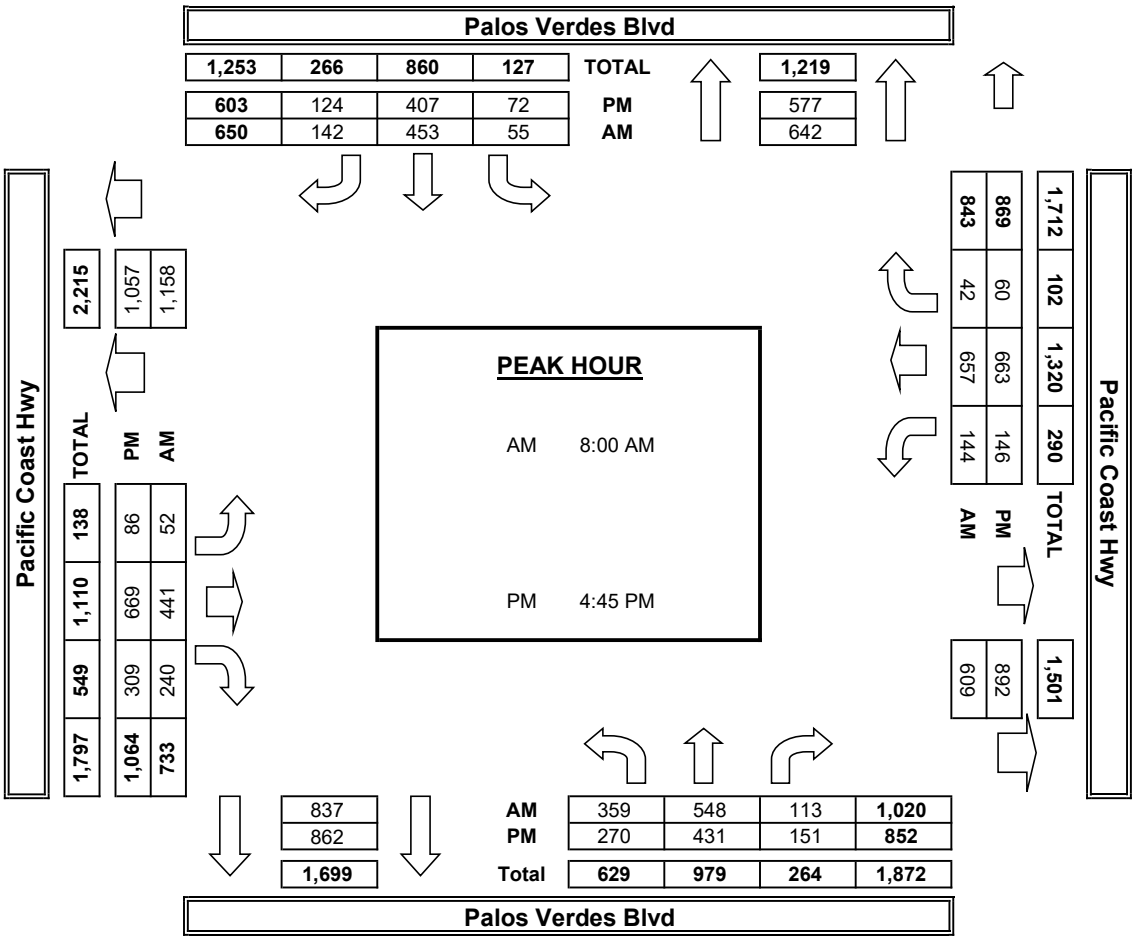
		PEDESTRIAN CROSSINGS				
		N LEG	S LEG	E LEG	W LEG	TOTAL
AM	7:00 AM	3	4	0	8	15
	7:15 AM	1	4	0	4	9
	7:30 AM	3	1	0	4	8
	7:45 AM	4	5	0	4	13
	8:00 AM	1	3	1	6	11
	8:15 AM	7	4	1	10	22
	8:30 AM	3	4	3	4	14
	8:45 AM	3	6	5	5	19
	TOTAL	25	31	10	45	111
	BEGIN PEAK HR	14	17	10	25	66
PM	4:00 PM	7	8	2	10	27
	4:15 PM	4	5	2	3	14
	4:30 PM	3	2	1	7	13
	4:45 PM	1	9	5	4	19
	5:00 PM	2	9	7	3	21
	5:15 PM	5	8	3	7	23
	5:30 PM	4	1	1	9	15
	5:45 PM	1	8	5	5	19
	TOTAL	27	50	26	48	151
	BEGIN PEAK HR	12	27	16	23	78

	BICYCLE & SCOOTER CROSSINGS				
	NL	SL	EL	WL	TOTAL
7:00 AM	1	0	1	0	2
7:15 AM	0	1	1	1	3
7:30 AM	0	2	1	1	4
7:45 AM	0	1	0	2	3
8:00 AM	1	0	0	0	1
8:15 AM	1	2	0	2	5
8:30 AM	0	1	1	5	7
8:45 AM	0	0	1	1	2
TOTAL	3	7	5	12	27
4:00 PM	0	1	0	1	2
4:15 PM	0	3	0	2	5
4:30 PM	1	4	1	2	8
4:45 PM	0	0	0	1	1
5:00 PM	0	2	2	1	5
5:15 PM	1	0	0	4	5
5:30 PM	0	0	0	0	0
5:45 PM	0	0	0	1	1
TOTAL	2	10	3	12	27

AimTD LLC

TURNING MOVEMENT COUNTS





2026 Count

National Data & Surveying Services

Intersection Turning Movement Count

Location: Palos Verdes Blvd & S Pacific Coast Hwy/Pacific Coast Hwy/SR 1
City: Redondo Beach
Control: Signalized

Project ID: 26-020113-001
Date: 03/24/26

Data - Totals

NS/EW Streets:	Palos Verdes Blvd				Palos Verdes Blvd				S Pacific Coast Hwy/Pacific Coast Hwy/SR 1				S Pacific Coast Hwy/Pacific Coast Hwy/SR 1				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	1	2	0	0	1	2	1	0	1	2	0	0	1	2	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	69	46	7	0	5	55	17	0	11	55	32	0	17	131	7	0	452
7:15 AM	90	93	10	0	5	87	19	0	8	76	35	0	28	152	11	0	614
7:30 AM	96	114	23	0	10	84	18	0	8	104	44	0	23	194	9	0	727
7:45 AM	79	131	18	0	6	118	24	0	18	85	48	0	34	158	16	0	735
8:00 AM	67	104	26	0	17	117	47	0	25	130	69	0	24	157	12	0	795
8:15 AM	82	150	31	0	11	149	28	0	14	91	49	0	29	147	16	0	797
8:30 AM	72	135	28	0	9	96	27	0	18	132	53	0	35	148	11	0	764
8:45 AM	85	157	27	0	10	120	32	0	16	126	36	0	28	143	13	0	793
9:00 AM	69	111	25	0	13	86	33	0	16	111	44	0	25	135	12	0	680
9:15 AM	75	101	24	0	9	76	27	0	16	115	52	0	42	201	11	0	749
9:30 AM	73	104	36	0	9	84	26	0	17	119	56	0	27	111	12	0	674
9:45 AM	77	89	18	0	13	89	25	0	13	114	47	0	22	138	10	0	655
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	934	1335	273	0	117	1161	323	0	180	1258	565	0	334	1815	140	0	8435
APPROACH %'s :	36.74%	52.52%	10.74%	0.00%	7.31%	72.52%	20.17%	0.00%	8.99%	62.81%	28.21%	0.00%	14.59%	79.29%	6.12%	0.00%	
PEAK HR :	08:00 AM - 09:00 AM																TOTAL
PEAK HR VOL :	306	546	112	0	47	482	134	0	73	479	207	0	116	595	52	0	3149
PEAK HR FACTOR :	0.900	0.869	0.903	0.000	0.691	0.809	0.713	0.000	0.730	0.907	0.750	0.000	0.829	0.947	0.813	0.000	0.988
	0.896				0.882				0.847				0.983				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	1	2	0	0	1	2	1	0	1	2	0	0	1	2	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	71	129	32	0	18	97	30	0	20	171	95	0	38	157	16	0	874
4:15 PM	65	139	43	0	19	118	42	0	15	154	79	0	42	151	19	0	886
4:30 PM	59	117	43	0	24	101	37	0	19	151	65	0	49	158	15	0	838
4:45 PM	65	117	43	0	16	139	31	0	19	146	75	0	46	172	19	0	888
5:00 PM	58	116	34	0	20	108	31	0	15	183	74	0	31	137	25	0	832
5:15 PM	68	122	39	0	13	129	33	0	18	194	71	0	37	173	12	0	909
5:30 PM	77	107	26	0	20	108	32	0	13	166	69	0	37	159	22	0	836
5:45 PM	63	98	42	0	17	126	56	0	15	180	81	0	29	142	17	0	866
6:00 PM	53	106	20	0	17	110	24	0	18	160	73	0	35	172	21	0	809
6:15 PM	56	110	29	0	15	113	28	0	27	168	79	0	43	145	21	0	834
6:30 PM	65	87	22	0	16	107	39	0	19	162	75	0	34	150	10	0	786
6:45 PM	44	83	31	0	11	92	28	0	28	151	70	0	41	106	11	0	696
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	744	1331	404	0	206	1348	411	0	226	1986	906	0	462	1822	208	0	10054
APPROACH %'s :	30.01%	53.69%	16.30%	0.00%	10.48%	68.60%	20.92%	0.00%	7.25%	63.69%	29.06%	0.00%	18.54%	73.11%	8.35%	0.00%	
PEAK HR :	04:00 PM - 05:00 PM																TOTAL
PEAK HR VOL :	260	502	161	0	77	455	140	0	73	622	314	0	175	638	69	0	3486
PEAK HR FACTOR :	0.915	0.903	0.936	0.000	0.802	0.818	0.833	0.000	0.913	0.909	0.826	0.000	0.893	0.927	0.908	0.000	0.981
	0.934				0.903				0.882				0.930				

National Data & Surveying Services

Intersection Turning Movement Count

Location: Palos Verdes Blvd & S Pacific Coast Hwy/Pacific Coast Hwy/SR 1
City: Redondo Beach
Control: Signalized

Project ID: 26-020113-001
Date: 03/24/26

Data - Bikes

NS/EW Streets:	Palos Verdes Blvd				Palos Verdes Blvd				S Pacific Coast Hwy/Pacific Coast Hwy/SR 1				S Pacific Coast Hwy/Pacific Coast Hwy/SR 1				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	1	2	0	0	1	2	1	0	1	2	0	0	1	2	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
7:15 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
7:45 AM	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2
8:00 AM	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	2
8:15 AM	0	2	0	0	0	0	0	0	0	0	1	0	0	0	0	0	3
8:30 AM	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	2
8:45 AM	0	3	0	0	2	2	0	0	0	0	0	0	0	0	0	0	7
9:00 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
9:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
9:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
9:45 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	5	0	0	3	7	1	0	1	1	1	0	0	3	1	0	23
APPROACH %'s :	0.00%	100.00%	0.00%	0.00%	27.27%	63.64%	9.09%	0.00%	33.33%	33.33%	33.33%	0.00%	0.00%	75.00%	25.00%	0.00%	
PEAK HR :	08:00 AM - 09:00 AM																TOTAL
PEAK HR VOL :	0	5	0	0	3	3	0	0	1	1	1	0	0	0	0	0	14
PEAK HR FACTOR :	0.000	0.417	0.000	0.000	0.375	0.375	0.000	0.000	0.250	0.250	0.250	0.000	0.000	0.000	0.000	0.000	0.500
	0.417				0.375				0.750								

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	1	2	0	0	1	2	1	0	1	2	0	0	1	2	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	0	0	0	0	0	0	0	0	1	1	0	0	0	1	0	0	3
4:15 PM	0	0	1	0	1	3	0	0	2	1	0	0	0	2	0	0	10
4:30 PM	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
4:45 PM	0	0	1	0	3	0	0	0	1	0	0	0	0	2	0	0	7
5:00 PM	0	2	0	0	0	1	0	0	0	0	0	0	0	1	0	0	4
5:15 PM	0	2	0	0	0	0	0	0	1	1	0	0	0	0	1	0	5
5:30 PM	0	0	0	0	1	0	1	0	0	0	0	0	0	0	1	0	3
5:45 PM	0	2	0	0	1	1	0	0	0	2	0	0	0	0	0	0	6
6:00 PM	0	2	0	0	0	0	0	0	0	0	0	0	0	1	0	0	3
6:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:30 PM	0	2	0	0	0	1	0	0	0	1	0	0	0	1	0	0	5
6:45 PM	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	2
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	10	2	0	6	6	1	0	5	8	0	0	1	8	2	0	49
APPROACH %'s :	0.00%	83.33%	16.67%	0.00%	46.15%	46.15%	7.69%	0.00%	38.46%	61.54%	0.00%	0.00%	9.09%	72.73%	18.18%	0.00%	
PEAK HR :	04:00 PM - 05:00 PM																TOTAL
PEAK HR VOL :	0	0	2	0	4	3	0	0	4	3	0	0	0	5	0	0	21
PEAK HR FACTOR :	0.000	0.000	0.500	0.000	0.333	0.250	0.000	0.000	0.500	0.750	0.000	0.000	0.000	0.625	0.000	0.000	0.525
	0.500				0.438				0.583				0.625				

National Data & Surveying Services

Intersection Turning Movement Count

Location: Palos Verdes Blvd & S Pacific Coast Hwy/Pacific Coast Hwy/SR 1 **Project ID:** 26-020113-001
City: Redondo Beach **Date:** 03/24/26

Data - Pedestrians (Crosswalks)

NS/EW Streets:	Palos Verdes Blvd		Palos Verdes Blvd		S Pacific Coast Hwy/Pacific Coast Hwy/SR 1		S Pacific Coast Hwy/Pacific Coast Hwy/SR 1		
AM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
7:00 AM	0	0	0	1	0	0	1	2	4
7:15 AM	2	1	0	1	0	1	6	1	12
7:30 AM	1	1	1	1	0	0	1	2	7
7:45 AM	1	1	0	4	1	6	7	0	20
8:00 AM	2	2	8	5	3	0	2	4	26
8:15 AM	2	1	2	6	0	2	3	3	19
8:30 AM	0	5	1	6	0	3	1	7	23
8:45 AM	4	0	4	5	1	2	1	2	19
9:00 AM	4	4	5	3	1	2	3	5	27
9:15 AM	4	0	1	2	0	0	4	1	12
9:30 AM	2	5	3	2	0	0	2	5	19
9:45 AM	0	0	3	1	1	2	0	0	7
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	22	20	28	37	7	18	31	32	195
APPROACH %'s :	52.38%	47.62%	43.08%	56.92%	28.00%	72.00%	49.21%	50.79%	
PEAK HR :	08:00 AM - 09:00 AM								TOTAL
PEAK HR VOL :	8	8	15	22	4	7	7	16	87
PEAK HR FACTOR :	0.500	0.400	0.469	0.917	0.333	0.583	0.583	0.571	0.837
	0.800		0.712		0.917		0.719		

PM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
4:00 PM	0	2	2	6	0	6	1	2	19
4:15 PM	3	10	8	8	2	6	8	9	54
4:30 PM	0	1	4	2	3	2	1	1	14
4:45 PM	1	1	5	6	5	4	2	8	32
5:00 PM	7	6	5	5	2	4	6	6	41
5:15 PM	5	2	4	3	0	3	9	3	29
5:30 PM	4	2	4	5	2	2	3	5	27
5:45 PM	0	3	4	5	4	3	4	4	27
6:00 PM	2	1	8	9	3	5	2	2	32
6:15 PM	8	2	8	3	6	0	16	2	45
6:30 PM	1	3	1	9	0	5	1	4	24
6:45 PM	7	8	6	3	3	1	7	4	39
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	38	41	59	64	30	41	60	50	383
APPROACH %'s :	48.10%	51.90%	47.97%	52.03%	42.25%	57.75%	54.55%	45.45%	
PEAK HR :	04:00 PM - 05:00 PM								TOTAL
PEAK HR VOL :	4	14	19	22	10	18	12	20	119
PEAK HR FACTOR :	0.333	0.350	0.594	0.688	0.500	0.750	0.375	0.556	0.551
	0.346		0.641		0.778		0.471		

Prepared by National Data & Surveying Services

Palos Verdes Blvd & S Pacific Coast Hwy/Pacific Coast Hwy/SR 1

Peak Hour Turning Movement Count

ID: 26-020113-001
City: Redondo Beach

Day: Tuesday
Date: 03/24/26

PEAK HOURS	COUNT PERIODS
08:00 AM - 09:00 AM	7:00 AM - 10:00 AM
NONE	NONE
04:00 PM - 05:00 PM	4:00 PM - 07:00 PM

SOUTHBOUND — Palos Verdes Blvd

AM	134	482	47	0	671	AM
NOON	0	0	0	0	0	NOON
PM	140	455	77	0	644	PM

EASTBOUND — S Pacific Coast Hwy/Pacific Coast Hwy/SR 1

AM	NOON	PM		
1035	0	1038	⇦	
0	0	0	↶	0
73	0	73	↱	1
479	0	622	→	2
207	0	314	↴	0
AM	NOON	PM		

WESTBOUND — S Pacific Coast Hwy/Pacific Coast Hwy/SR 1

PM	NOON	AM		
69	0	52	↰	0
638	0	595	←	2
175	0	116	↰	1
0	0	0	↰	0
860	0	638	⇨	
PM	NOON	AM		

NORTHBOUND — Palos Verdes Blvd

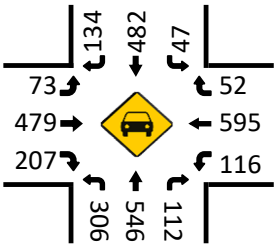
PM	944	0	260	502	161	PM
NOON	0	0	0	0	0	NOON
AM	805	0	306	546	112	AM

1	2	1	0
↲	↓	↳	↱

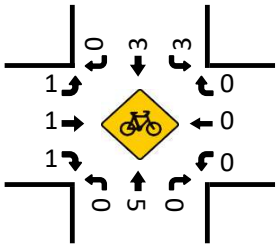
0	1	2	0
↰	↰	↑	↱

CONTROL			
Signalized			
TEV	3149 AM	0 NOON	3486 PM
PHF	0.99		0.98

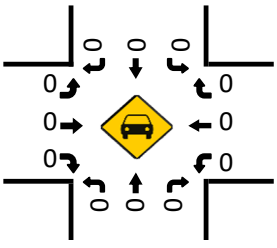
Totals (AM)



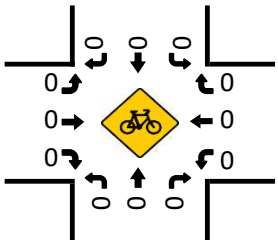
Total Bikes (AM)



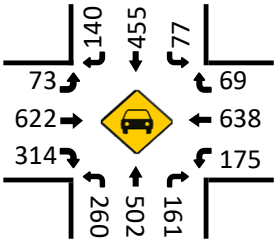
Totals (NOON)



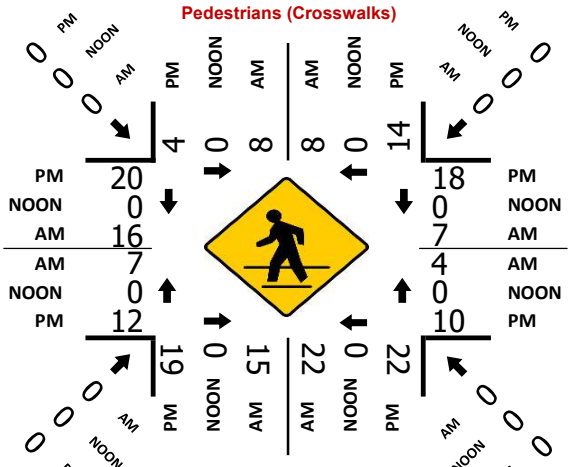
Total Bikes (NOON)



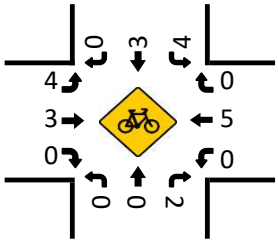
Totals (PM)



Pedestrians (Crosswalks)



Total Bikes (PM)



Administrative Report

N.3., **File #** 26-0851 **Meeting Date:** 8/4/2026

To: **MAYOR AND CITY COUNCIL**

From: ELIZABETH HAUSE, WATERFRONT AND COMMUNITY SERVICES DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING TERMINATION OF THE GATE WAVE ART PROJECT AND REALLOCATION OF THE $275,000 OF PROJECT FUNDS TO OTHER POTENTIAL PUBLIC ART PROJECTS

EXECUTIVE SUMMARY

On December 16, 2025, the City Council approved a $275,000 agreement with Volkan Alkanoglu of Volkan Alkanoglu Design LLC (Artist), funded by the John Parsons Public Art Fund (JPPAF), to fabricate and install the public artwork “Gate Wave” at Gateway Parkette following more than fourteen-years of planning and design. Although City staff worked closely with the Artist to advance the project, unexpected fabrication delays led to a requested four-month schedule extension. However, before the amendment could be finalized, the artist informed staff that he could no longer complete the project and requested termination of the Agreement. A termination letter was provided to the Artist on July 7, 2026.

Staff is requesting the City Council provide direction on whether to redirect the Gate Wave Project funds to other potential public art projects, return all or a portion of the funding to the JPPAF, and/or pursue a new public art installation at Gateway Parkette.

BACKGROUND

At the City Council’s December 16, 2025 meeting, the Council approved an Agreement with Volkan Alkanoglu Design LLC to commission and install the artwork “Gate Wave” at Gateway Parkette, located at the intersection of Harbor Drive and Herondo Street. The total cost for the piece was $275,000, utilizing funding from the JPPAF. Included below is a rendering of the final design:



This Agreement was the culmination of fourteen years' worth of research, planning, envisioning, and relocation of the piece from its original site at the Transit Center. The Artist has been heavily involved throughout the process and has worked with staff over the years to refine the piece to its final design, ensure its placement and orientation at Gateway Parkette would be aesthetically appealing and verify that the parkette's existing site conditions could successfully provide the infrastructure needed for the large piece.

Since approval of the Agreement, staff has worked closely with the Artist to support the project and ensure its fabrication and installation remain timely, adhering to the milestones outlined in the Agreement. In March 2026, the Artist informed staff there were unexpected delays with his fabricator, and he requested consideration to extend the project schedule an additional four months. Staff immediately began working with the artist to update the Agreement to provide this additional time through an amendment, which would extend the final installation from June 2026 to October 2026.

In a recent meeting to finalize the amendment, the Artist surprisingly informed staff that he was no longer able to continue with the project and requested termination of the Agreement. Staff inquired whether additional time would be helpful or if there were other considerations that could help support the fabrication and installation of the project. Unfortunately, he declined consideration of additional options. Mr. Alkanoglu stated his appreciation to the City for supporting the project for so many years and that he was thankful for all of staff's efforts throughout each phase of the project. As a result of his request, and per the terms outlined in the Agreement, staff provided him a termination letter on July 7, 2026. To date, no payment has been issued and the Artist has indicated that he will not be invoicing the City for any work completed to date.

At the July 22, 2026 regular Cultural Arts Commission (Commission) meeting, the Commission indicated a desire to provide input to the City Council regarding next steps, including a request to retain the $275,000 for use towards a future project at the same location. A copy of the letter from Chairperson Michelle O'Brien Herrera is attached.

Staff requests the City Council provide direction regarding the $275,000 previously allocated for the

project, including whether to return the funding to the JPPAF, or allocate it to alternative public art projects.

COORDINATION

The Community Services Department coordinated with the City Attorney's Office to draft the July 7, 2026 agreement termination letter.

FISCAL IMPACT

Fiscal impacts would depend on the final direction provided by the City Council. $275,000 was appropriated for the Gate Wave Project and is available for reallocation.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Artist Agreement with Volkan Alkanoglu Design LLC, December 16, 2025
- Termination Request - June 18, 2026
- Termination Letter - July 7, 2026
- Letter from Cultural Arts Commission Chairperson O'Brien Herrera

AGREEMENT FOR COMMISSION OF ARTWORK FOR DISPLAY IN A PUBLIC PLACE BETWEEN THE CITY OF REDONDO BEACH AND VOLKAN ALKANOGLU DESIGN LLC

THIS AGREEMENT FOR COMMISSION OF ARTWORK FOR DISPLAY IN A PUBLIC PLACE is made and entered into this 16th day of December, 2025 ("Effective Date"), by and between the City of Redondo Beach, a chartered municipal corporation (the "City"), and Volkan Alkanoglu DESIGN LLC, a California limited liability company (the "Artist").

WHEREAS, the City seeks to commission the creation of a significant sculpture (the "Artwork") at the City's Gateway Parkette located at 1199 N. Harbor Drive, Redondo Beach, California 90277;

WHEREAS, the City Council of the City of Redondo Beach ("City Council") has recognized the value of public art in enhancing the City's environment, engendering community pride, and improving residents' quality of life;

WHEREAS, on July 20, 2010, the City Council approved the issuance of the Request for Qualifications ("RFQ") for Public Art at the City's Transit Center located at 1521 Kingsdale Avenue, Redondo Beach, CA 90278;

WHEREAS, on November 22, 2010, the Cultural Arts Commission (formerly known as the Public Art Commission) reviewed sixty RFQ submissions and selected eleven artists to proceed to the Request for Proposals ("RFP") stage;

WHEREAS, on December 21, 2010, the City published a request for proposals for the selected artists to submit proposed designs for the Project, as defined in Section 1.2 of the Agreement;

WHEREAS, on March 23, 2011, the Cultural Arts Commission evaluated ten submissions and recommended three finalists to the City Council;

WHEREAS, on April 19, 2011, the City Council selected and approved the Artist's proposal titled "Gate Wave" and directed staff to prepare an agreement with the Artist;

WHEREAS, on November 2, 2021, the City Council did not approve the placement at the City Transit Center and directed staff to identify an alternative location for placement;

WHEREAS, on March 23, 2022, the Cultural Arts Commission recommended Gateway Parkette as the new location for the Artwork;

WHEREAS, on January 9, 2024, the City Council approved the Artwork's design, location at Gateway Parkette, and a total Project budget of $275,000 to be funded from the John Parsons Public Art Fund;

WHEREAS, the City has determined that the Artist has the necessary qualifications, and both parties desire to execute this Agreement to complete the Project;

WHEREAS, the City intends for the Artwork to enrich the visual landscape of the area, engage the community, and enhance the cultural experience within the public space it

occupies; and

WHEREAS, the City and the Artist desire to enter into this Agreement to allow the Artist to complete the Project.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Site: The term "Site" refers to the City's Gateway Parkette located at 1199 N. Harbor Drive, Redondo Beach, California 90277, where the Artwork titled "Gate Wave" will be installed.

1.2 Project: The term "Project" shall encompass the comprehensive scope of activities commissioned by the City, including but not limited to the design, fabrication, and installation of the Artwork titled "Gate Wave", located at the Site specified in 1.1, together with all required plans, permits, documentation, and related services necessary for completion and acceptance of the Artwork, as outlined in Exhibit A.

1.3 Project Manager: The "Project Manager" is the City-designated individual who will oversee the administration of this Agreement and serve as the primary liaison between the City and the Artist.

ARTICLE 2. ARTIST'S DUTIES

2.1 The Artist shall complete the Project, ensuring that the Artwork and all services related to the Artwork are performed in a professional manner and in strict compliance with all terms and conditions of this Agreement.

2.2 The Artist shall complete the Project at the Site in substantially the same form approved by the City Council, as detailed in the attached "Exhibit A," which is hereby incorporated by reference.

2.3 The Artist shall perform all services and furnish all supplies, material and/or equipment, transportation, and storage for the design, fabrication, and installation of the Artwork at the Site in accordance with the specified schedule in Article 6.

2.4 The Artist shall submit a complete set of construction plans and any other required documents to the City's Community Development Department's Planning and Building Division for review and approval. This shall include:

2.4.1 A detailed written description of the Artwork as well as the fabrication and installation processes, including a description of all materials and products utilized in the Project.

2.4.2 Digital images of the final Artwork design.

2.4.3 Comprehensive construction drawings, including but not limited to, structural calculations (including foundation and anchorage and lateral analysis), elevation plans, electrical diagrams, and security features as follows.

a. Structural drawings must detail the Artwork's construction and integration with the Site, highlighting any associated risks.
b. Structural drawings must be prepared and certified by a California-licensed engineer, confirming the Project's structural integrity post-installation. This certification, signed and stamped by the engineer, must be provided to the City.
c. The drawings must comply with all relevant laws, regulations, and codes.

2.4.4 Maintenance and conservation manual instructions for the Project including photographic documentation of the Project and a schedule for routine maintenance and conservation.

2.5 The Artist shall, at his/her own expense, obtain all required licenses, permits, approvals, and any other legal authorizations necessary for the fabrication, installation, and maintenance of the Project at the Site. Following approval by the City's Planning Division, the Artist shall then present the approved plans of the Project to the City's Community Development Department's Planning and Building Division for further review, approval, and to secure all necessary permits. The Artist shall not commence work on the fabrication of the Artwork until Artist receives a "Notice to Proceed" from the City's Community Development Department.

2.6 The Artist, or his/her City approved subcontractors, shall maintain a safe work environment during fabrication and installation, including providing or causing to be provided fencing, pollution control and traffic control.

2.7 The Artist shall determine the artistic expression, design, dimensions and materials of the Project, subject to City's review and acceptance.

2.8 The Artist shall provide the transportation and installation of the Artwork in coordination with the City. If the Artist utilizes a subcontractor to install the Artwork, the Artist shall supervise and approve the installation.

2.9 The Artist, given at least 72 hours advance notice, shall be available, virtually or in-person, for all informational meetings with the public and for project update meetings with general contractor, architect and other parties, as appropriate, in order to communicate about the Project and to ensure appropriate integration and/or installation, and for a dedication ceremony.

2.10 The Artist acknowledges that his/her unique skill and creativity are central to the Agreement and agrees not to subcontract the artistic or creative aspects of the Artwork without the City's express written consent. In the event City approves the use of subcontractors, the Artist shall provide a list of all subcontractors with a copy of the agreement between the Artist and each subcontractor.

2.11 The Artist shall provide monthly progress reports and/or deliverables to the Project Manager in a manner acceptable to the City. Failure to provide required reports may result in the City withholding progress payments until such reports are received and approved.

2.12 The Artist must manage and complete the Project within the allocated budget of $275,000, inclusive of all materials, labor, and associated costs. The Artist shall be solely responsible for any excess costs unless otherwise authorized via a subsequent written amendment.

2.13 Upon the Project's completion, the Artist shall ensure the Site is left clean and clear of equipment, surplus materials, and debris to the City's satisfaction.

2.14 The Artist shall submit in writing any significant changes to the Project's scope, design, color, size, material, utility, support requirements, texture, or location to the City Project Manager. Should the City request, in writing, revisions to the work, additional tasks beyond the scope in Exhibit A, or other modifications, the Artist may agree to undertake these changes. Any agreed upon modifications shall be executed via subsequent written amendment to this Agreement.

2.15 In the event that the Artist does not agree to requested modifications by the City, and a mutual resolution cannot be achieved, the City reserves the right to terminate this Agreement in accordance with Section 5.2 of this Agreement, and may engage another artist to complete or modify the work.

2.16 The Artist shall not subcontract without the prior written approval of the Project Manager. Any approved subcontractors (including any third parties retained by the Artist) shall be bound by the same terms and obligations of this Agreement, including but not limited to indemnification, insurance, confidentiality, and compliance with laws. The Artist shall ensure that each subcontractor agreement expressly incorporates these terms and shall provide copies of executed subcontractor agreements to the City upon request. All subcontractors shall maintain insurance requirements in Exhibit B. The Artist shall remain fully responsible for the acts and omissions of all subcontractors.

2.17 In the event that the Artwork is fully fabricated prior to the scheduled installation date, the Artist shall be responsible for the secure storage of the Artwork. This storage must ensure the Artwork's safety and preservation, protecting it from damage, theft, or any adverse conditions that may compromise its integrity. The Artist must arrange for such storage at his/her own expense.

2.18 The Artist shall, without additional compensation, correct or revise any errors, omissions, or deficiencies in the Artwork or related documentation upon written notice from the City and within a reasonable time not to exceed thirty (30) days.

ARTICLE 3. CITY'S DUTIES

3.1 The City shall remit payment to the Artist as outlined in Article 4, following satisfactory

receipt and approval of each completed phase of the Project, in accordance with the payment schedule set forth therein.

3.2 The City reserves the right to review and approve the Artist's progress on a percentage of completion basis. Payment may be adjusted or withheld for any work that does not meet the quality standards or schedule required under this Agreement.

3.3 The City will provide necessary support to facilitate the Artist's work as described in this Agreement, which includes timely reviews, approvals, and coordination as contemplated under this Agreement.

3.4 The City, at its sole discretion, will review and may approve the Artist's construction plans and upon approval, issue the permit(s) necessary for installation of the Artwork. The Artist must obtain this permit(s) to proceed with installation.

3.5 The City will review the proposed installation to ensure that the Artwork's placement does not interfere with the Site's intended use or applicable safety protocols.

ARTICLE 4. COMPENSATION

4.1 Artist shall be paid a total sum of two hundred seventy-five thousand dollars ($275,000) by the City in accordance with the following schedule.

4.1.1 The City will pay Artist $68,750 (25%) within thirty (30) business days of the City's receipt of Artist's invoice, following City's approval of construction and engineering documents submitted by the Artist, and upon completion of the Design Development Phase as detailed under Exhibit A.

4.1.2 The City will pay Artist $68,750 (25%) within thirty (30) business days of the City's receipt of Artist's invoice evidencing that the Artist has purchased all materials and supplies required for fabrication of the Artwork.

4.1.3 The City will pay Artist $48,125 (17.5%) within thirty (30) business days of the City's receipt of the Artist's invoice evidencing that fabrication of the Artwork is fifty percent (50%) complete, as demonstrated by digital images and progress documentation acceptable to the City.

4.1.4 The City will pay Artist $48,125 (17.5%) within thirty (30) business days of the City's receipt of Artist's invoice evidencing that the fabrication of the Artwork is one hundred percent (100%) complete, as demonstrated by digital images acceptable to the City, and that the Artwork has been crated, shipped, and delivered to the City.

4.1.5 The City will pay Artist $41,250 (15%) within thirty (30) business days of Artist's completion of the Project and City's final acceptance of the Artwork provided that:

a. the Artist has submitted all required documents as per Article 2 of the

Agreement; and

b. the Artist has executed a Transfer of Title in the form attached as Exhibit D.

4.2 The total payment of $275,000 provided herein shall be full compensation for all work performed to complete the Project, including but not limited to, all expenses for labor, supplies, materials, communications, transportation, studio space, rentals, travel, equipment or use thereof, and for all incidentals pertaining to the Artwork as described in Exhibit A. No additional fees or costs shall be paid unless expressly authorized in writing by the City. Any other fees such as inspection fees, dedication plaques and other unforeseen costs will be paid by the City. In no event shall the payments to Artist exceed two hundred seventy-five thousand dollars ($275,000). If the Artist incurs costs in excess of $275,000, the Artist shall pay such excess from the Artist's own funds unless the Artist previously obtained written approval for such costs from the City.

4.3 The Artist shall complete all services required under this Agreement in accordance with the schedule set forth in Article 6. Any extensions or modifications to that schedule must be approved in writing by both the Artist and the City.

4.4 The Artist shall be responsible, at the Artist's sole expense, for all costs of transportation, shipping handling, storage of any equipment, supplies, and materials related to this Project.

4.5 Should the Artist delay the completion of the Project beyond the agreed-upon timeline due to controllable factors, the City may enforce liquidated damages of $100 per day for such delay. The City shall have the right to deduct such damages from any payments due to the Artist under this Agreement. If no further payments are due, the Artist shall be invoiced for the total amount of the liquidated damages, which shall be payable to the City within thirty (30) days of receipt of such invoice. In the event of a breach due to such delays, and if the City is unwilling to grant an extension, the City will have no additional financial obligations to the Artist, and may terminate this Agreement in accordance with Article 5.

ARTICLE 5. TERM AND TERMINATION

5.1 Term

5.1.1 This Agreement commences on the Effective Date and will expire on June 30, 2026, unless otherwise earlier terminated provided herein. Any extension of the Agreement term must be approved in writing by both parties through a written amendment to this Agreement.

5.1.2 Should the Artist encounter force majeure or other unforeseen circumstances that prevent timely performance, the City may grant a reasonable extension for completion. During such period, the affected obligations shall be suspended, and the party claiming Force Majeure shall use diligent efforts to resume performance as soon as practicable. A Force Majeure event means any circumstance beyond the reasonable control of a Party that renders

performance impossible or impracticable, including but not limited to acts of God, natural disasters (e.g., floods, hurricanes, earthquakes), wars, civil unrest, terrorist acts, strikes, government orders, or epidemics. Delays caused by the Artist's negligence or failure to plan do not constitute Force Majeure.

5.2 Termination. Should the Artist fail to perform pursuant to the terms of this Agreement, the City, in its sole discretion, shall have the right to terminate this Agreement by giving written notice of termination.

5.2.1 Notice of Termination. Upon receipt of notice of termination, the Artist shall, as directed by the City within the notice:

a. Reimburse the City for all monies paid to that time to the Artist within thirty (30) days of the City's written request for such refund; and/or

b. Immediately transfer and deliver the Artwork, components, materials, drawings, and documentation in progress so the City can complete the Project, or cause the Project to be completed by another person or entity.

5.3 Set-Off. If any monies were due to the Artist at the time of termination of this Agreement, the City may use those monies to set off any expenses it may incur in completing, storing, or removing the Project.

5.4 Other Remedies. Notwithstanding the foregoing sections, the Artist shall not be relieved of liability to the City for the Artist's breach of this Agreement, nor limit the City's right to pursue damages or any other remedies available at law or equity.

ARTICLE 6. SCHEDULE OF PERFORMANCE

6.1 Artist shall complete the Project in accordance with the following schedule subject to City's adjustments.

Phase	Beginning of Phase	Phase Completion Date
Final Design Submission: Revisit and finalize the design for the confirmed Site and location. Submit the final design for City approval.	December 16, 2025	January 13, 2026
Engineering Submission: Complete set of plans, including but not limited to, structural sheets, elevations, structural calculations, and the layout and design of the foundation system, prepared, certified, stamped, and signed by a California-licensed engineer.	Upon City approval of the Final Design Submission	January 30, 2026
Planning & Permit Process: Obtain required building permits	Upon City approval of Engineering Submission	February 13, 2026

Fabrication Period: Includes purchase of all materials, cutting, handling, fabrication, painting, and finishing.	Upon City approval of submitted Engineering documents	May 22, 2026
Site Preparation: Install foundation for Artwork based upon existing site survey, final design and engineering specifications. Coordinate any required traffic control with City.	TBD (in coordination with the City)	May 29, 2026
Installation Period: Install Artwork. Coordinate any required traffic control with the City.	Upon delivery of crated and shipped Artwork	June 5, 2026
Inspection & Approval: City inspection and acceptance.	Upon completion of installation	June 12, 2026
Submission of required documentation: Submit all required documentation under Article 2 of the Agreement.	Concurrent with inspection and approval	June 12, 2026
Dedication*:* Participate in the dedication of the Artwork at City's ceremony.	Concurrent with inspection and approval and submission of required documentation	June 12, 2026

6.2 City may modify the Project completion dates in its sole discretion. Any such modifications will be communicated to the Artist in writing.

6.3 Pending modification of any schedule, the Artist shall continue to perform his/her duties until any new dates are formally agreed upon and in writing.

ARTICLE 7. ARTIST'S REPRESENTATIONS AND WARRANTIES

7.1 Warranties of Title

7.1.1 The Artist represents and warrants that:

a. The Artwork is wholly original and the result of the Artist's sole artistic effort of the Artist, whether created individually or in collaboration with others, and does not infringe upon or violate any right of any person, including but not limited to, copyright, trademark, trade secret, or other proprietary right;

b. Except as otherwise previously disclosed in writing to the City, the Artwork design is unique, has not been offered for or accepted for sale elsewhere, and is free and clear of any liens and encumbrances; and

c. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork design or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement.

7.2 Guarantee of Material and Workmanship

7.2.1 The Artist guarantees that the Artwork, including all materials and workmanship, shall be free from defects for a period of two (2) years following the installation and the City's final written acceptance of the work.

7.2.2 During this warranty period, the Artist shall, at his/her sole expense and within thirty (30) days of written notice, correct or replace any defective or nonconforming work to the City's satisfaction.

7.2.3 This guarantee applies exclusively to the work directly executed by the Artist or under the Artist's direct supervision and does not extend to any materials or workmanship pertaining to the underlying structure or related projects not under the Artist's purview.

7.2.4 The Artist shall deliver the Artwork to the City free of any liens arising from the Artist's work.

7.3 Authority

7.3.1 The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.

7.3.2 All services performed hereunder shall comply with all applicable federal, state, and local laws, regulations, labor standards, and prevailing wage requirements under Section 15.23.

7.3.3 These representations and warranties shall survive the termination or expiration of this Agreement.

ARTICLE 8. WAIVER OF ARTIST'S RIGHTS

8.1 As a crucial part of the compensation received under this Agreement, the Artist irrevocably waives any and all rights that they may have concerning the Artwork and any other works of art produced under the terms of this Agreement. This waiver extends to rights under the Visual Artists Rights Act of 1990 (17 U.S.C. §§ 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code § 987 et seq.), and any comparable local, state, federal, or international laws that confer similar rights, including any moral rights that protect the integrity of works of art.

8.2 The Artist acknowledges that the work performed under this Agreement constitutes a "Work Made for Hire" as defined in 17 U.S.C. § 101. If, for any reason, the Artwork is determined not to be a "Work Made for Hire", the Artist hereby irrevocably assigns to the City all rights, title, and interest, including all copyrights and related rights, in and to the Artwork and any derivative works thereof. This assignment is in addition to, and does not limit, the City's ownership of the physical Artwork as provided in Article 11. This waiver specifically includes the Artist's rights of attribution and integrity as delineated in the Visual Artists Rights Act (17 U.S.C §§ 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§ 987 and 989), and any analogous rights under U.S. federal or state law or under the laws of any other jurisdiction. Consequently, the City holds the unrestricted right to alter, modify,

destruct, remove, relocate, move, replace, transport, repair, or restore the Artwork, and such actions may be undertaken by the City or its agents without any obligation to consult with or obtain consent from the Artist.

ARTICLE 9. COPYRIGHT

9.1 The Artist is responsible for ensuring that all aspects of the work and services performed under this Agreement comply fully with applicable intellectual property laws of the United States, including but not limited to patents, trademarks, and copyrights. The Artist guarantees that the work will not infringe on any third-party intellectual property rights and shall secure all necessary permissions, licenses, and releases required for any such protected intellectual property employed in the execution of the Project at the Artist's own cost. Any proprietary materials, processes, or methods used by the Artist will be transparently disclosed in the project documentation. The Artist further represents that the Artwork and all of its components are original and do not infringe upon the rights of any other party.

ARTICLE 10. INDEMNIFICATION

10.1 Indemnity. To the maximum extent permitted by law and unless otherwise provided herein, Artist 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 Artist'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. Artist's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Artist 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.

10.1.1 Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Artist because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

10.1.2 Waiver of Right of Subrogation. Artist, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

10.1.3 Risk of Loss. The Artist shall bear the entire risk of loss or damage to the Artwork, or any part thereof, from any cause whatsoever, including without limitation theft, vandalism, fire, or natural disaster until the City has issued written acceptance of the completed Artwork following installation. In the event of such loss or damage prior to final acceptance, the Artist shall, at its sole cost and expense, promptly repair, restore, or replace the affected portions of the Artwork to the satisfaction of the City.

ARTICLE 11. INTELLECTUAL PROPERTY AND REPRODUCTION RIGHTS

11.1 Ownership and City License. The City owns all rights, title, and interest in and to the physical Artwork. In addition, the Artist grants to the City an irrevocable perpetual, royalty-free, worldwide license to reproduce, distribute, display, publish, and otherwise use the Artwork and images thereof, in whole or in part, in any medium now known or later developed, for governmental, educational, archival, or promotional purposes, which shall not be deemed "commercial use". This license is in addition to the copyright assignment in Article 8. The Artist shall not replicate the final Artwork design or allow others to do so without the City's explicit consent. This does not restrict the Artist from creating new works in his/her own style.

11.2 Acknowledgment in Public Showings. The Artist shall credit the City when displaying reproductions, stating "Commissioned by the City of Redondo Beach."

11.3 Copyright Registration. The Artist may register the Artwork's copyright at his/her own cost, provided that such registration reflects the City's ownership or license rights granted herein.

11.4 Commercial Reproductions by the City. If the City wishes to reproduce the Artwork for commercial sale or profit, the parties shall negotiate in good faith any additional terms or compensation applicable to that commercial use.

11.5 Third-Party Infringement. The City is not liable for copyright infringements by third parties nor responsible for protecting the Artist's intellectual property rights.

ARTICLE 12. SITE ALTERATIONS AND ARTWORK REMOVAL

12.1 The City may, at its discretion, remove, relocate, or destroy the Artwork.

ARTICLE 13. INSURANCE

13.1 Artist shall comply with the insurance requirements set forth in Exhibit B. Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

ARTICLE 14. CIVIL RIGHTS AND EQUAL OPPORTUNITY

14.1 Every supplier of materials and services and all artists doing business with the City

shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and shall be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964 and including the California Fair Employment and Housing Act of 1980. As such, Artist shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age, sexual orientation, sex, or any other legally protected characteristic with respect to hiring, application for employment, tenure or terms and conditions of employment. Artist agrees to abide by all of the foregoing statutes, regulations, ordinances and resolutions.

ARTICLE 15. MISCELLANEOUS

15.1 Records/Inspection: The Artist must allow the City or its authorized agents to review any relevant financial and Project records regarding this Agreement when asked. These reviews can happen during normal business hours and will be as often as the City needs. The Artist also agrees to keep these records in electronic form for four years after the end of this Agreement, or longer if there are ongoing legal or audit issues.

15.2 Independent Contractor. Artist acknowledges, represents and warrants that Artist 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. Artist 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 Artist's sole responsibility.

15.3 Conflict of Interest. Artist acknowledges, represents and warrants that Artist 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. Artist further acknowledges, represents and warrants that Artist has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Artist acknowledges that in the event that Artist 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.

15.4 Compliance with Laws. Artist 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.

15.4.1 Prevailing Wages. To the extent required by California law, Artist shall comply with all applicable provisions of the California Labor Code, including

but not limited to Sections 1720 et seq., 1770 et seq., 1771.4, and 1773.2, relating to the payment of prevailing wages, maintenance and electronic submission of certified payroll records, and posting of applicable wage rates at the work site. Artist shall be registered with the Department of Industrial Relations pursuant to Section 1725.5 and shall provide proof of such registration and certified payroll records to the City upon request. Artist shall include these requirements in any subcontract related to the fabrication or installation of the Artwork and shall be responsible for ensuring compliance by all subcontractors.

Failure to comply with the foregoing obligations shall constitute a material breach of this Agreement and shall be subject to the indemnification provisions set forth in Article 10.

15.5 Notices. Written notices to City and Artist shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Artist: Volkan Alkanoglu DESIGN LLC
135 NW 9th Ave Unit 814
Portland, OR 97209
Attention: Volkan Alkanoglu

City: City of Redondo Beach
Community Services Department
Cultural Arts Division, c/o Redondo Beach Performing Arts Center
1935 Manhattan Beach Blvd.
Redondo Beach, CA 90278
Attention: Jack Meyer

All notices, including notices of address changes, provided under this Agreement are deemed received 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.

15.6 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.

15.7 Limitations upon Subcontracting and Assignment. The Artist shall not assign or subcontract any part of this Agreement without the prior written approval of the City.

15.8 Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference.

15.9 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 Artist and City may be used to assist in the interpretation of the

exhibits to this Agreement.

15.10 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 Artist.

15.11 Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

15.12 Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Artist hereunder shall be non-exclusive, and City reserves the right to employ other artists in connection with the Project.

15.13 Time of Essence. Time is of the essence of this Agreement.

15.14 Confidentiality. To the extent permissible under law, Artist shall keep confidential its obligations hereunder and the information acquired during the performance of the Project or services hereunder.

15.15 Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California, and any litigation shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

15.16 Attorneys' Fees. If either party brings any action to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

15.17 Claims. Any claim by Artist against City hereunder shall be subject to Government Code §§ 810 *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.

15.18 Interpretation. Both parties acknowledge they had the opportunity to seek legal advice during the negotiation of this Agreement.

15.19 Severance. In the event a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, such ruling shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be severed, and all remaining provisions shall remain enforceable.

15.20 Authority. City and the Artist warrant and represent that they are duly authorized to enter into and execute this Agreement.

15.21 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.

15.22 Survivability. Articles 7, 8 ,9, 10, 11, and 12 and sections 15.1, 15.3, and 15.4

(including 15.4.1) shall survive expiration or termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 16th day of December, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:
6BC0853B8E644E1...
James A. Light, Mayor
12/17/2025 | 6:18 PM PST

VOLKAN ALKANOGLU DESIGN LLC,
a California limited liability company

By: DocuSigned by:
Volkan Alkanoglu
A2A99C0A0F8B48F...
Volkan Alkanoglu
12/8/2025 | 1:21 PM PST

ATTEST:

DocuSigned by:
Eleanor Manzano
72E2AC716C214CF...
Eleanor Manzano, City Clerk
12/17/2025 | 9:10 PM PST

APPROVED:

Signed by:
Diane Strickfaden
ABED8CF35EEF48C...
Diane Strickfaden, Risk Manager
12/15/2025 | 3:33 PM PST

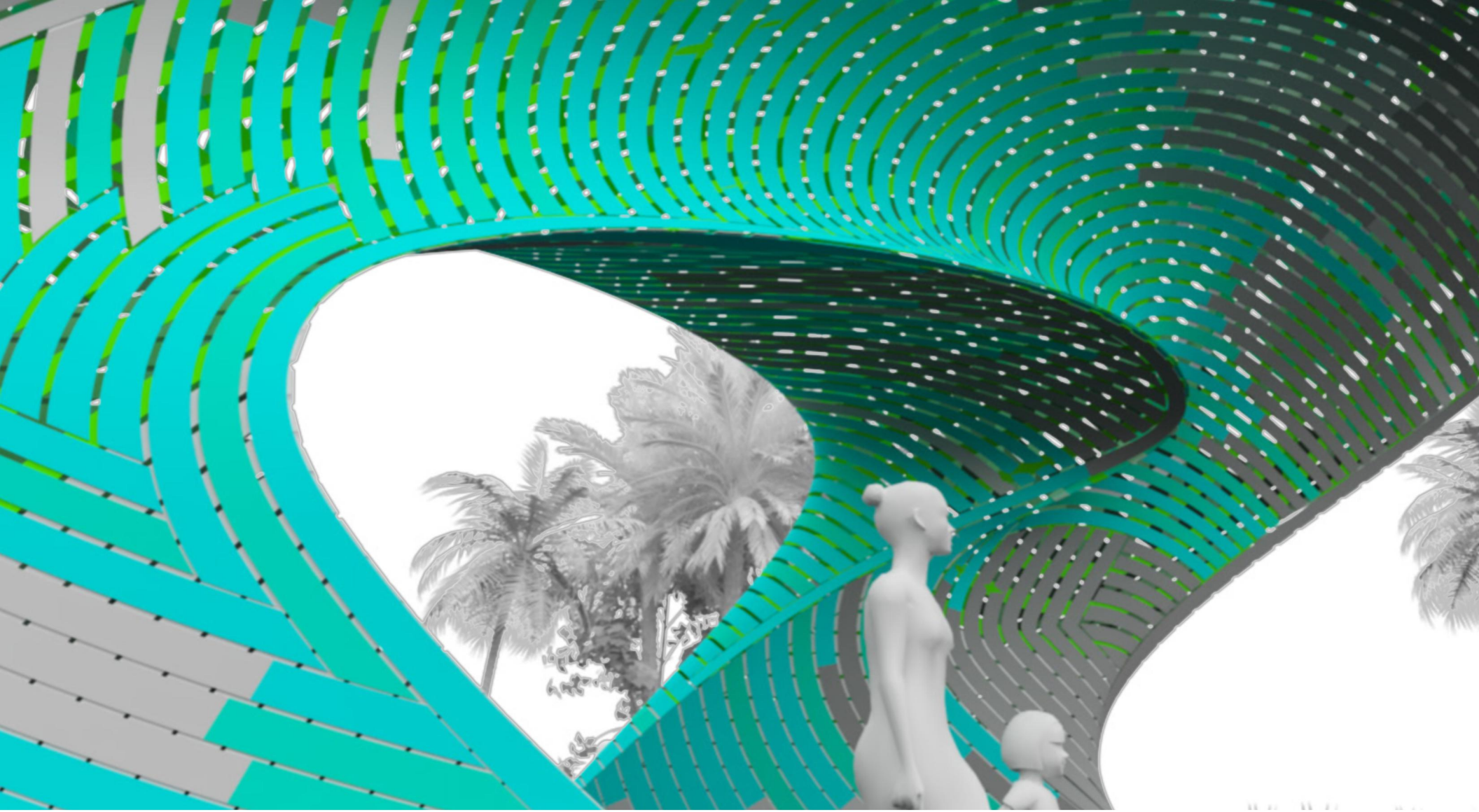
APPROVED AS TO FORM:

Signed by:
A5A27AAE40834DE...
Joy Ford, City Attorney
12/17/2025 | 4:24 PM PST

EXHIBIT A

PROPOSAL

The proposal is attached.



Redondo Beach

PUBLIC ART PROJECT

Artist | Volkan Alkanoglu



INSPIRE



OPTIMISTIC



DESTINATION



EXPRESSION



CONNECTIVITY



WONDER



GATEWAVE

'Create an vibrant, iconic and optimistic gateway artwork for Redondo Beach and it's community.'

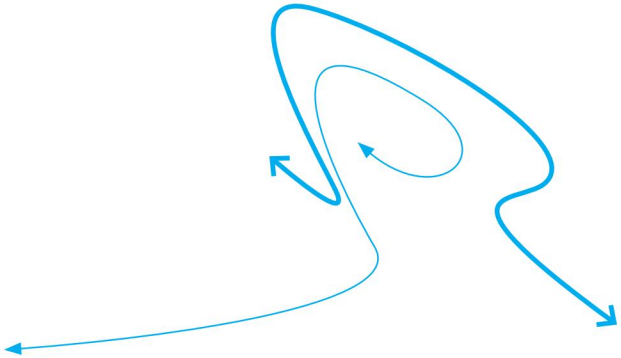
VISION


Hermosa Ave
Herondo St
The Strand
Gateway Parkette
N Harbor Dr
1021n
910

LOCATION



Surfing Wave



Art Concept

The inspiration for our work comes from concepts informed by cultural, technological and social dimensions and the belief that a design project in its contemporary manifestation can create meaningful experiences to a large and diverse audience.

We want to form a gateway that celebrates the City of Redondo Beach and its communities. The project serves as a communication device playfully allowing the public to interact and engage with the variety of moire effects within the colourful pattern and ephemeral qualities of light and shadows provided.

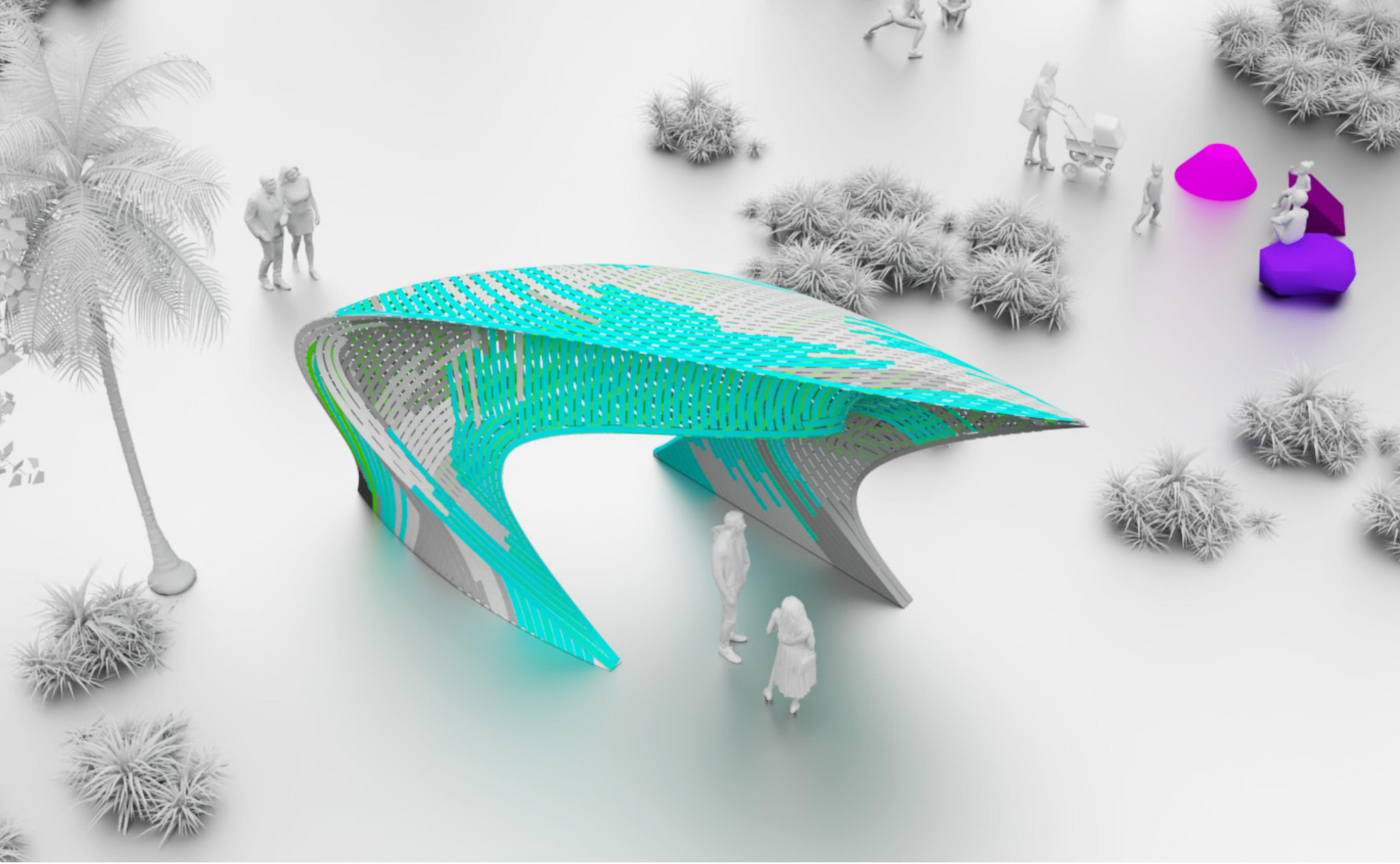
The symbiotic and fluid curvature of the art project also reflects natural dynamics such as wind, sky and water of the Redondo Beach environment within the community.

The art project is conceived as a precious ark in both its sweeping, curvilinear design and its function as a representative of local, cultural and natural synthesis.

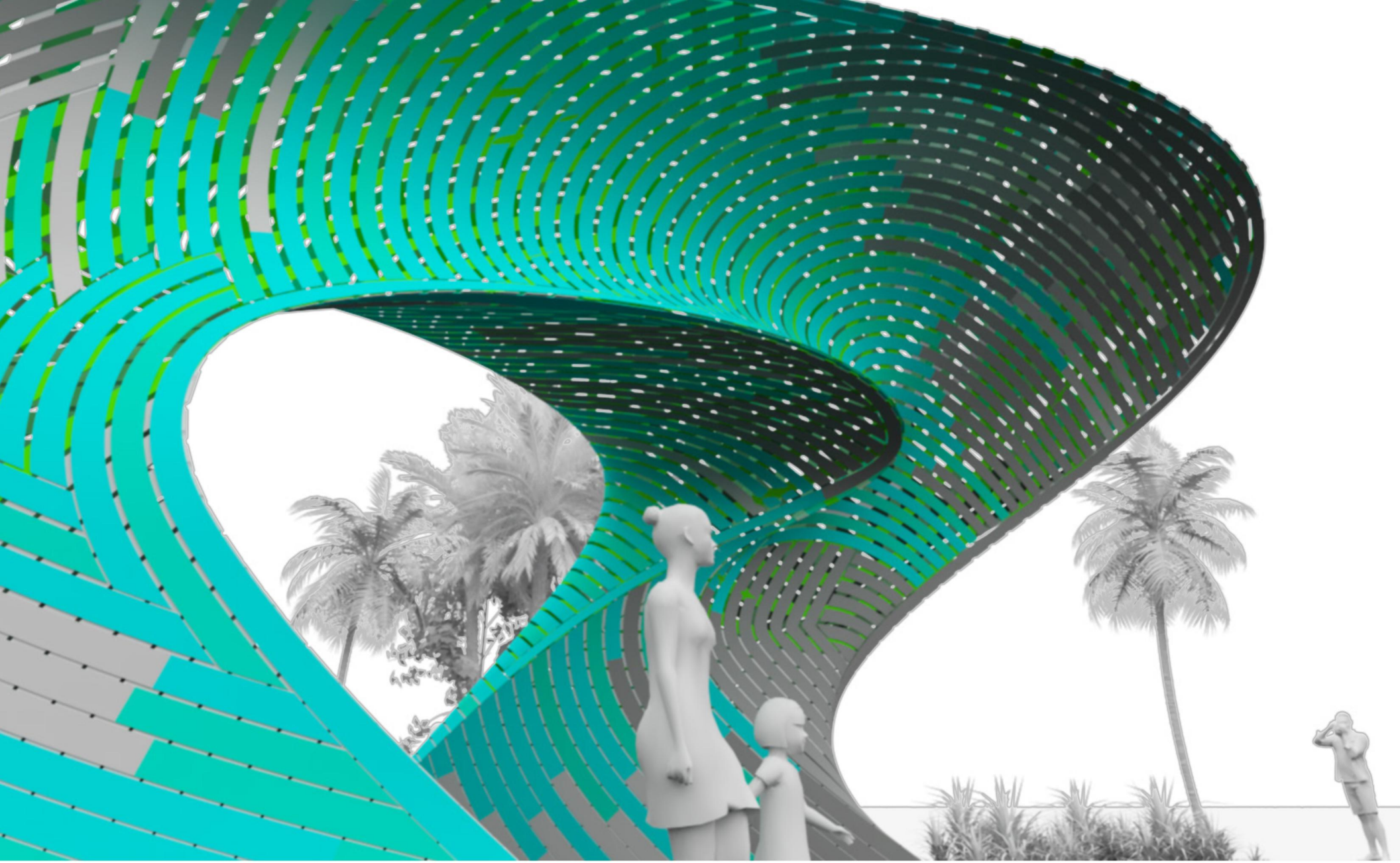
The at work assumes an elegant, sculptural presence on its site and alludes, in a quiet way, to natural dynamic forces such as wind, sand, water and speed.

The colourful components have been designed with extreme control over dynamic, form and spatiality. In daylight the art appears as a multiplicity of surfaces, unified and solid, offering views from the under passing adjacent walkways and while approaching the beach. The perception of the art work creates a dynamic ambiance providing a inspiring experience for all visitors and strong identity for the City of Redondo Beach.

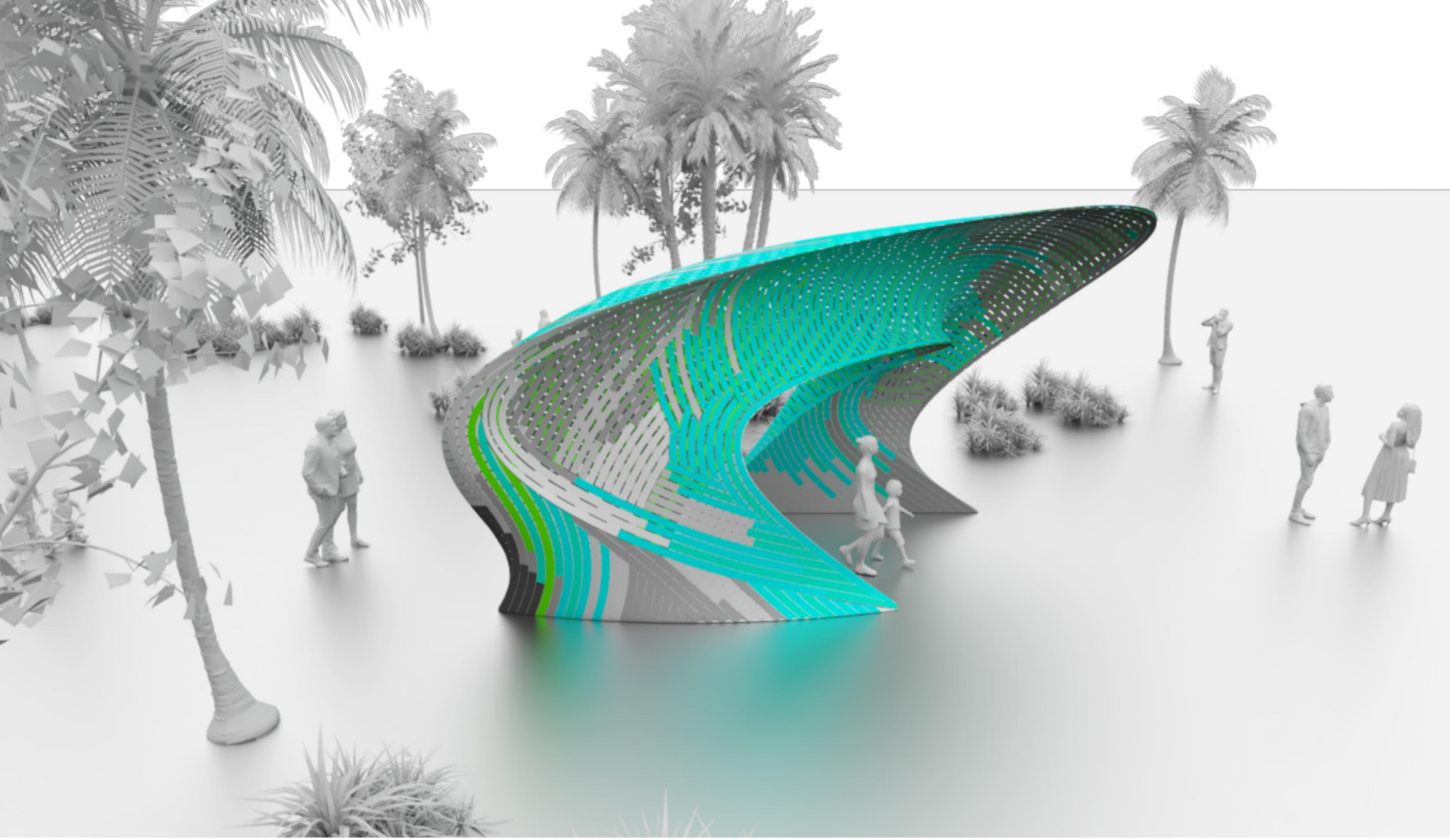
INSPIRATION



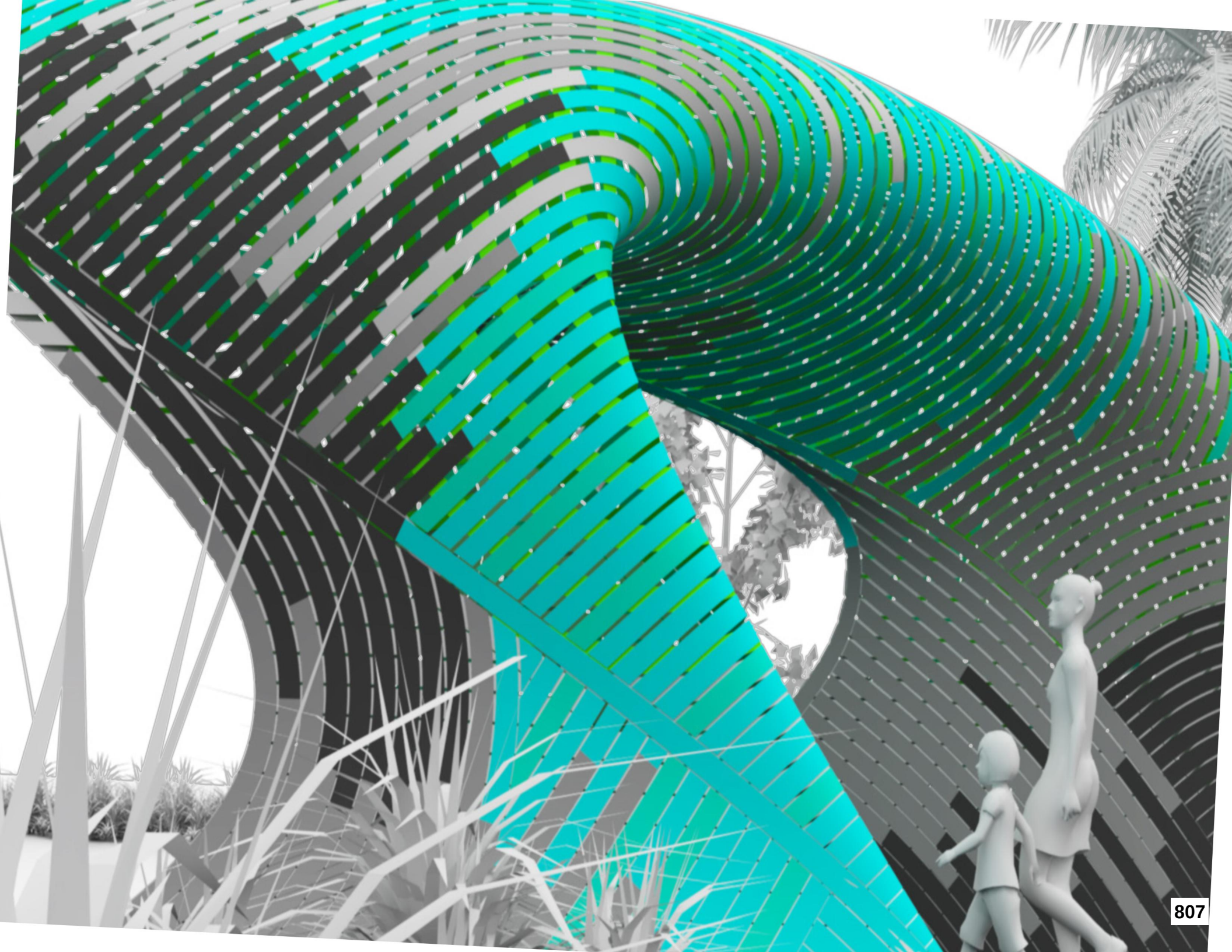
FLUID&MOVEMENT



VIBRANT&SURPRISING



MEMORABLE&COLORFUL

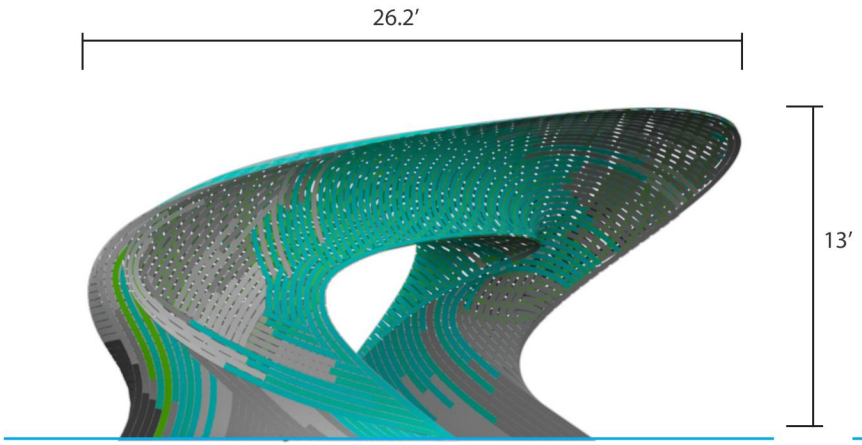




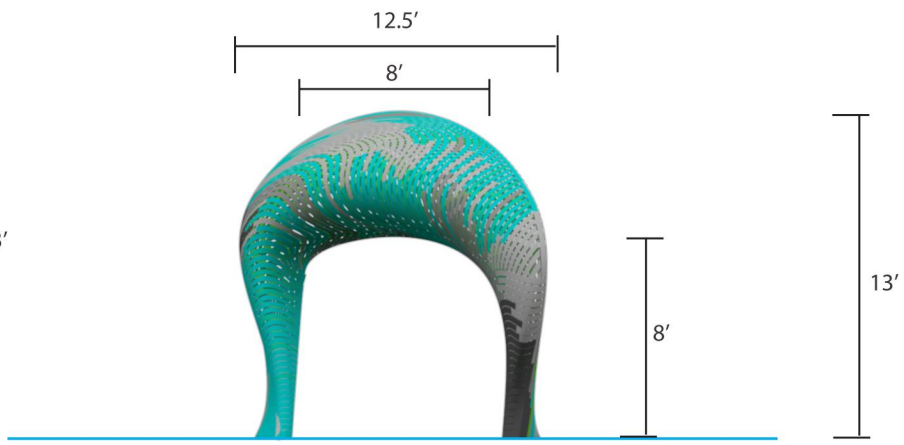
ICONIC&TIMELESS



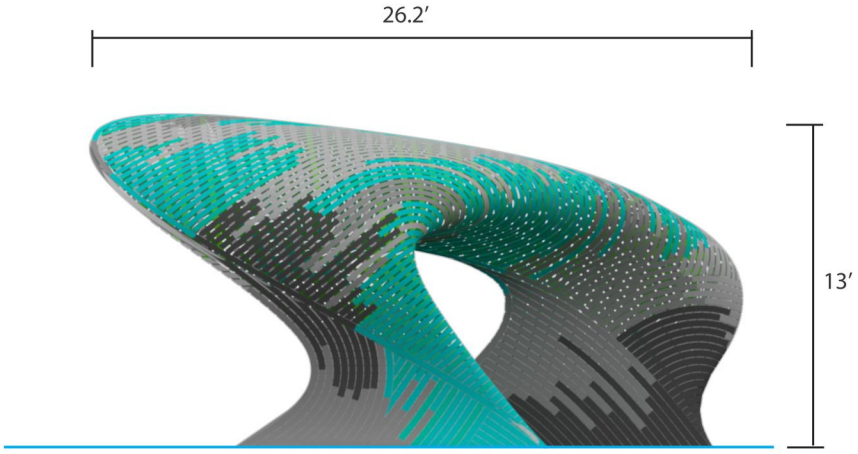
LOGISTICS



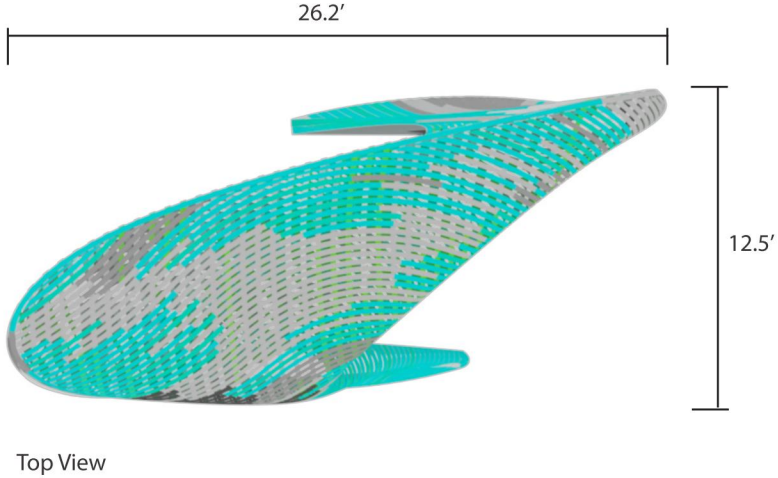
Side View



Front View



Side View



Top View

DIMENSIONS

BUDGET

The available budget for the project is $275,000 USD. Our design proposal is projected to stay within the margin of this benchmark due to our innovative fabrication techniques, our collaborative nature, our previous experience in construction, our project management record of similar projects and full understanding of project logistic. We have attached a breakdown and basic cost estimate.

Artist Fee: 5%
Engineering and Insurance Fee: 3%
Materials and Supplies: 32%
Fabrication: 40%
Painting: 10%
Transportation and Installation: 10%

TOTAL BUDGET: $275,000 USD

1. Fabrication including but not limited to the following items: Material, labour, CNC, fabrication

2. Materials including but not limited to the following items: Material, labour, cleaning, degreasing, assembly, storage, tools

3. Painting including but not limited to the following items: Paint, labour, coating process, primer, cleaning

4. Transportation including but not limited to the following items: Material, labour, supplies, protect, packaging, shipping, receiving, storage, coordination

5. Installation including but not limited to the following items: Labour, supplies, scaffolding, equipment

6. Design Fee including but not limited to the following items: Artist fee, consultant fee, overhead, engineering, permits

7. Other expenses including but not limited to the following items: Supplies, prints, prototype, scale models, presentation material, communication, services, insurance cost, speciality equipment, tools

MATERIAL

In order to withstand the naval weather conditions and UV light exposure, we will utilize a appropriate primer, paint and surface finish for the aluminum material.

All components including the attachments and hardware will be aluminum. The structure of the components will be made out of aluminum stripes. Based on the structural calculations of the engineer the structure. All aluminum components will be lasercut and painted after cutting/ welding.

Primer: (Attachment A) EPX Series are all purpose Epoxy Primers that creates a superior corrosion resistant undercoating with excellent adhesion properties when used on properly prepared metal surfaces. It exhibits excellent corrosion resistance and adhesion when applied over properly prepared aluminum.

Finish:
Cardinal's 6300 series catalyzed with 63MGE is a acrylic aliphatic two-component polyurethane coating. Paint will be applied in the shop and only touched up in the field. This coating is well suited for exterior applications on metal. Cardinal's 6300 series polyurethane coating is available in a full selection of color and gloss, including metallic, cardtex finish and clear. Please note that we will use a semi-gloss finish for the skin to allow slight reflectivity as an additional effect.

MAINTENANCE

The design and material proposal for the art project does not require any major maintenance.

Due to the durable finishes and curvature of the artwork both dust and dirt will be simple to clean. The protected location next to the building is helpful to maintain durability and maintenance of the project.

-Cleaning - biannual cleaning is recommended to brush off dirt and residue.

Maintenance would consists of wiping down with water. Detergents, cleansers and other cleaning agents would all be suitable if necessary.

-Repairs - All materials and finishes are selected and designed to be very durable and regardless of damage that may occur, repairs are relatively simple. Minor scratches and dents can be buffed out with an polish or touched up with the provided paint index.

TIMELINE

The Schedule for the Public Art project is divided into three lead phases including:

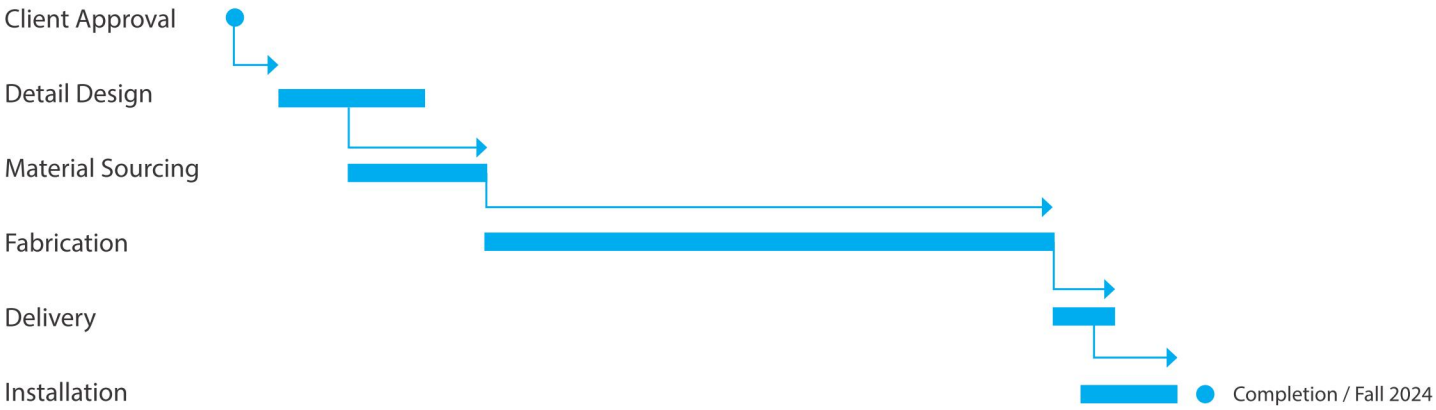
Detail Design, Fabrication, and Installation.

The schedule also allows for intermediate presentations with the representatives to inform on design process and to confirm project logistics.

After appointment and contract sign off, work will commence with the Detail Design of the art project. During this phase, we will develop the design, a series of digital mock-ups and prototypes to test final form and enhance structural specifications. In addition, we will produce a more precise quantity survey and cost estimate for final calculations to ensure an efficient and sustainable procurement.

The Detail Design phase allows for design optimization and the production of a final 3D model to establish Construction Documentation and to write final material specifications. The documentation will be submitted to our fabricators to tender for parts of the project including material.

The Installation phase will see transportation of the components from the manufacture to the site and oversee Installation at the final location. While installing the art project we will also hand over a maintenance description manual. The installation will be completed and handed over to the client.





CONTACT

Volkan Alkanoglu | DESIGN LLC
Adress: 135 NW 9th Ave Unit 814
Portland, OR 97209
Web: www.alkanoglu.com
Email: volkan@alkanoglu.com
Phone: 857.654.4126

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Artist's indemnification obligations under this Agreement, Artist 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 Artist, 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
Artist shall maintain limits no less than:

General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. The $4 million 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 Artist 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 Artist. General liability coverage can be provided in the form of an endorsement to the Artist'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 Artist.

For any claims related to this project, the Artist'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 Artist'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 Artist'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
Artist 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
Artist 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
Artist 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 C

VISUAL ARTIST RIGHTS ACT WAIVER

To the fullest extent permitted under law, including but not limited to the Visual Artists Rights Act of 1990 (17 U.S.C. §106A) and the California Art Preservation Act (Cal. Civ. Code §§ 987- 989), the Artist knowingly and voluntarily waives any and all rights of attribution and integrity with respect to the Artwork, including but not limited to:

- Any right to prevent any modification, distortion, mutilation, or destruction of the Artwork;
- Any right requiring the preservation, maintenance, conservation, or restoration of the Artwork;
- Any right to prevent the removal, relocation, or disposition of the Artwork by the City or its agents;
- Any right to receive notice prior to removal or destruction of the Artwork; and
- The right to claim or disclaim authorship of the Artwork.

The Artist acknowledges and agrees that the City shall have the sole and absolute discretion to reproduce, relocate, modify, remove, or dispose of the Artwork for any reason, and that such actions shall not be deemed a violation of any rights under federal, state, or common law.

This waiver is made expressly in writing, knowingly and voluntarily signed by the Artist, and shall be binding on the Artist and enforceable by the City.

VOLKAN ALKANOGLU DESIGN LLC,
a California limited liability company

12/19/25
Date

Volkan Alkanoglu, Artist

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Oregon
County of Multnomah)

On December 19, 2025, before me, Susannah Ruth Bloom, Notary,
(insert name and title of the officer)

personally appeared Volkan Alkanoglu,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susannah Bloom (Seal)

OFFICIAL STAMP
SUSANNAH RUTH BLOOM
NOTARY PUBLIC - OREGON
COMMISSION NO. 1063438
MY COMMISSION EXPIRES: November 4, 2029

EXHIBIT D

TRANSFER OF TITLE

State of California)

County of Los Angeles)

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist, located at the address noted below, does hereby sell, transfer and convey to the City of Redondo Beach "Gate Wave" by Volkan Alkanoglu located at Gateway Parkette, its assigns and successors, all rights, title and interest in the ownership of the Artwork commissioned by the Agreement for Artwork dated December 16, 2025 and signed in Redondo Beach, California, and as described therein.

Location: Gateway Parkette, 1199 N. Harbor Drive, Redondo Beach, CA 90277

IN WITNESS WHEREOF, Artist has executed this written transfer of title on this the 19 day of DECEMBER, 2025, effective upon City's written Final Acceptance under Article 4, section 4.1.5.

VOLKAN ALKANOGLU DESIGN LLC,
a California limited liability company

Volkan Alkanoglu, Artist

Address 135 NW 9th AVE #814
PORTLAND, OR 97209

Address

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Oregon
County of Multnomah)

On December 19, 2025, before me, Susannah Ruth Bloom, Notary
(insert name and title of the officer)

personally appeared Volkan Alkanoglu,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susannah Bloom (Seal)

OFFICIAL STAMP
SUSANNAH RUTH BLOOM
NOTARY PUBLIC - OREGON
COMMISSION NO. 1063438
MY COMMISSION EXPIRES: November 4, 2029

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 7, 2025

City of Redondo Beach
415 DIAMOND ST
REDONDO BEACH CA 90277-2836

Account Information:

Policy Holder Details :	**VOLKAN ALKANOGLU DESIGNS, LLC**

Contact Us

Need Help?
Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/07/2025

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

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

PRODUCER	CONTACT NAME:	
NUTMEG INSURANCE AGENCY INC/PHS 02025657 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
VOLKAN ALKANOGLU DESIGNS, LLC 1378 NW 18th Ave Unit 530 Portland OR 97209	INSURER A : Hartford Underwriters Insurance Company	30104
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		02 SBM BB7LUM	06/05/2025	06/05/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]			02 SBM BB7LUM	06/05/2025	06/05/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			02 SBM BB7LUM	06/05/2025	06/05/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Data Breach - Defense & Liab Covg			02 SBM BB7LUM	06/05/2025	06/05/2026	Limit	$50,000

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

Those usual to the Insured's Operations. Certificate holder is an Additional Insured per the Blanket Additional Insured by Contract SL3032 attached to this policy.

CERTIFICATE HOLDER

City of Redondo Beach
415 DIAMOND ST
REDONDO BEACH CA 90277-2836

CANCELLATION

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

Susan L. Castaneda

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From: Volkan Alkanoglu
To: Jack Meyer; Kelly Orta
Subject: Mutual termination of agreement
Date: Thursday, June 18, 2026 7:04:49 AM

You don't often get email from didgman@yahoo.com. Learn why this is important

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

Dear Kelly and Jack,

As discussed over the phone, after considerable reflection, I have concluded that I am unable to continue with the Gate Wave project through fabrication and installation.

While I appreciate the opportunity to work with the City and the Public Art Commission, I believe it is in the best interests of both parties to conclude the engagement at this stage rather than proceed under circumstances where I cannot provide the level of commitment and focus the project deserves.

To date, I have completed the design and the engineering submission phases of the project. No invoices have or will be submitted and no payments have been received under the Agreement or are expected on my end.

Accordingly, I would like to request a mutual termination of the Agreement and an orderly conclusion of the project.

I appreciate the City's support throughout this process and hope we can bring this matter to an amicable resolution. Please let me know the City's preferred process for formally documenting the termination.

Thank you for your understanding.

Sincerely,

Volkan Alkanoglu

Volkan Alkanoglu | DESIGN LLC

www.alkanoglu.com

REDONDO BEACH
Community Services Department, Cultural Arts Division
1935 Manhattan Beach Blvd.
Redondo Beach CA 90278

July 7, 2026

Via Certified Mail and Email

Volkan Alkanoglu DESIGN LLC
135 NW 9th Ave Unit 814
Portland, OR 97209
Attention: Volkan Alkanoglu
Email: didgman@yahoo.com

Subject: Termination of the Agreement for Commission of Artwork for Display in a Public Place between the City of Redondo Beach and Volkan Alkanoglu

Dear Mr. Alkanoglu:

The City acknowledges receipt of your June 18, 2026 email advising that you are unable to complete the remaining work required under the Agreement for Commission of Artwork for Display in a Public Place between the City of Redondo Beach and Volkan Alkanoglu, dated December 16, 2025 (the "Agreement"), including but not limited to, fabrication and installation of the artwork.

Because you have advised the City that you are unable to complete your obligations under the Agreement, the City hereby exercises its right to terminate the Agreement pursuant to Section 5.2 of the Agreement, effective as of the date of this letter.

The City also acknowledges your representation that no invoices have been submitted and no payments have been made under the Agreement. Under Article 4, payment is contingent upon satisfaction of the applicable payment conditions, including submission of invoices and completion of the applicable project milestones. Based on your representations and the City's records, no compensation is due or payable under the Agreement.

The City appreciates the work you performed and wishes you the best in your future endeavors.

Sincerely,



Jack Meyer
Cultural Arts Manager
Phone Number: (310) 318-0644
Email: jack.Meyer@redondo.org

Cultural Arts Commission's comment to be forwarded to the City Council. Regarding Gave Wave for the August 3 Council meeting

We are disappointed, as we understand you are as well, that the Gate Wave project has been canceled. However, we sincerely appreciate your support of this project throughout the process.

Our vision for Gate Wave was for it to become a landmark work of public art for our city. While that project will not move forward, we believe we have an excellent opportunity to bring another landmark piece of art to this location and to our community.

The currently budgeted amount of $275,000 in the John Parsons Fund is necessary to ensure we can secure a project of this scale and significance. With your continued support, we look forward to bringing forward other equally compelling concepts for your consideration.

We understand that the allocation of these funds will be discussed, and we respectfully ask that the $275,000 remain dedicated to a future public art project of similar scale and impact in this same location.

Respectfully,

Chairman Michelle O'Brien Herrera
Cultural Arts Commission

Administrative Report

P.1., **File #** 26-0924 **Meeting Date:** 8/4/2026

To: **CITY COUNCIL**

From: JAMES LIGHT, MAYOR

TITLE

DISCUSSION AND CONSIDERATION OF MAYOR APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS DUE TO VACANCIES

ATTACHMENTS

Mayor Light Appointment Recommendations - To Be Blue Foldered