

**CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, July 1, 2025**

415 DIAMOND STREET, REDONDO BEACH

CITY COUNCIL CHAMBER

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

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

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://www.zoomgov.com/webinar/register/WN_PweAMDucSfexk2tmnvze3Q

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. SALUTE TO FLAG AND INVOCATION

D. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS

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

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

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

F. RECESS TO CLOSED SESSION

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

Name of Case:

Hardaway, Leonard Steve v. Roxane Barrientos Camey; Aguido Modesto; City of Hawthorne; City of Manhattan Beach; City of Redondo Beach; and Does 1-50, inclusive
Case Number: 25TRCV01762

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

Name of case:

Estate of Jose Sosa, by and through his heir and successor in interest, N.R.; N.R., individually, by and through his Guardian Ad Litem, Michelle Rodriguez; Francisca Rodriguez, individually v. Redondo Beach Police Department, a public entity; City of Redondo Beach, a public entity; and Does 1-10, inclusive
Case Number: 2:25-cv-2547-PA-JPR

F.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:
John Bell v. City of Redondo Beach, et al.
Case Number: 25-3578

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

One potential case

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Elizabeth Hause, Community Services Director

PROPERTY:
309 Esplanade, Redondo Beach, CA 90277

NEGOTIATING PARTIES:
Made by Meg - Meg Walker

UNDER NEGOTIATION:
Both Price and Terms

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

6:00 PM - OPEN SESSION - REGULAR MEETING

- A. CALL TO ORDER**
B. ROLL CALL
C. SALUTE TO THE FLAG AND INVOCATION
**D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/
AB 1234 TRAVEL EXPENSE REPORTS**
D.1. MAYOR'S COMMENDATION TO REDONDO BEACH PUBLIC SAFETY SOUTH BAY
MEDAL OF VALOR AWARDEES
E. APPROVE ORDER OF AGENDA
F. AGENCY RECESS
F.1. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY
CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

F.2. [PARKING AUTHORITY - REGULAR MEETING - CANCELLED](#)

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

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 JULY 1, 2025](#)

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:](#)
[A. JUNE 3, 2025 ADJOURNED AND REGULAR MEETING](#)**

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. [PAYROLL DEMANDS](#)

[CHECKS 30271-30290 IN THE AMOUNT OF \\$17,123.62, PD. 6/20/25](#)
[DIRECT DEPOSIT 296539-297200 IN THE AMOUNT OF \\$2,499,280.69, PD. 6/20/25](#)
[EFT/ACH \\$9,346.45, PD. 6/6/25 \(PP2512\)](#)
[EFT/ACH \\$471,134.70, PD. 6/16/25 \(PP2511\)](#)
[EFT/ACH \\$470,565.40, PD. 6/30/25 \(PP2512\)](#)

[ACCOUNTS PAYABLE DEMANDS](#)

[CHECKS 120155-120369 IN THE AMOUNT OF \\$1,861,040.00](#)
[EFT CALPERS MEDICAL INSURANCE \\$503,889.97](#)
[DIRECT DEPOSIT 100009532-100009621 IN THE AMOUNT OF \\$102,224.95, PD.7/1/25](#)
[REPLACEMENT DEMANDS 120153-120154](#)

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.5. [APPROVE CONTRACTS UNDER \\$35,000:](#)

1. APPROVE A SECOND AMENDMENT TO THE AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE PROVISION OF INMATE FOOD SERVICES BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOOD SERVICES UNIT AMENDING EXHIBIT A TO INCREASE THE UNIT COST FROM \$3.26 PER MEAL TO \$3.36 PER MEAL FOR FISCAL YEAR 2025-26

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

- H.6.** APPROVE THE PURCHASE OF ONE NAUTILUS HD RIDER SCRUBBER/SWEEPER VEHICLE FROM HAAKER EQUIPMENT COMPANY, DBA TOTAL CLEAN EQUIPMENT, FOR USE BY THE PUBLIC WORKS DEPARTMENT FOR A TOTAL COST OF \$86,868

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.7.** APPROVE A FREEWAY MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE INGLEWOOD AVENUE AND MARINE AVENUE UNDERPASSES BENEATH INTERSTATE 405

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.8.** APPROVE AN AMENDMENT TO THE AGREEMENT WITH HF&H CONSULTANTS, LLC FOR SOLID WASTE CONSULTING SERVICES TO PROVIDE ANALYSIS RELATED TO THE PROPOSED SECOND AMENDMENT TO THE CITY'S SOLID WASTE HANDLING SERVICES AGREEMENT WITH ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES, INCREASING THE CONTRACT AMOUNT BY \$80,000 FOR A NEW TOTAL NOT TO EXCEED \$120,000

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.9.** APPROVE THE PURCHASE OF FIVE TAYLOR-DUNN 48 VOLT BIGFOOT ELECTRIC CART VEHICLES FROM PAPE MATERIAL HANDLING, FOR USE BY THE PUBLIC WORKS DEPARTMENT, HARBOR/PIER DIVISION, FOR A TOTAL COST OF \$95,230

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.10.** ADOPT BY TITLE ONLY RESOLUTION NO. CC-2507-047, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO UPDATE THE POSITION OF CHIEF DEPUTY CITY TREASURER

CONTACT: EUGENE SOLOMON, CITY TREASURER

- H.11.** APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY TO RECEIVE MEASURE R 20% BUS OPERATIONS FUNDS, EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2035

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

- H.12.** ADOPT BY 4/5THS VOTE AND TITLE ONLY RESOLUTION NO. CC-2507-048, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH,

CALIFORNIA, AUTHORIZING A FISCAL YEAR 2025-2026 BUDGET MODIFICATION TO APPROPRIATE \$265,901 IN ADDITIONAL GRANT YEAR 2021 STATE HOMELAND SECURITY PROGRAM GRANT FUNDS TO THE INTERGOVERNMENTAL GRANTS FUND

AUTHORIZE THE PURCHASE OF A 60-UNIT MODULAR ANTI-VEHICLE BARRIER SYSTEM WITH STORAGE AND TRANSPORT TRAILER FROM ADVANCED SECURITY TECHNOLOGIES, LLC IN THE AMOUNT OF \$171,660 THROUGH A COOPERATIVE PURCHASING AGREEMENT AND UTILIZING STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT AND SUPPLEMENTAL LAW ENFORCEMENT SERVICES (SLESF) FUNDS

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

- H.13.** ADOPT BY TITLE ONLY RESOLUTION NO. CC-2507-049, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO CREATE THE POSITION OF SOCIAL MEDIA CONTENT CREATOR AND ADOPTING THE SALARY RANGE FOR THE POSITION

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

- H.14.** APPROVE AN AGREEMENT WITH BEACHLIFE FESTIVAL LLC FOR THE PROVISION OF SPECIFIED 2028 SUMMER OLYMPICS MARKETING DELIVERABLES FOR A ONE-TIME COST OF \$40,000 AND THE TERM JULY 1, 2025 TO JUNE 30, 2026

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

I. EXCLUDED CONSENT CALENDAR ITEMS

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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- J.1.** For eComments and Emails Received from the Public

K. EX PARTE COMMUNICATIONS

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

L. PUBLIC HEARINGS

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

- N.1.** DISCUSSION AND POSSIBLE ACTION ON INITIATION OF THE CITY'S COMMERCIAL RETAIL CANNABIS PERMIT APPLICATION PROCESS

AUTHORIZE RELEASE OF THE CITY'S REQUEST FOR COMMERCIAL RETAIL CANNABIS PERMIT APPLICATION PROCESS AND DIRECT STAFF TO PREPARE

RESOLUTIONS IMPLEMENTING THE CITY'S PROCESS INTEGRITY GUIDELINES
POLICY AND SETTING THE CITY'S CANNABIS APPLICATION/PROCESSING FEES

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

O. CITY MANAGER ITEMS

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND POSSIBLE ACTION RELATED TO UPDATES TO THE
STRUCTURE OF CITY BOARDS AND COMMISSIONS, INCLUDING POTENTIAL
ELIMINATION OF THE PUBLIC SAFETY COMMISSION AND ADJUSTMENTS TO
THE COMPOSITION OF THE YOUTH COMMISSION

P.2. DISCUSSION AND POSSIBLE ACTION ON THE CREATION OF A CITY COUNCIL
SUBCOMMITTEE TO ADDRESS THE CITY'S CROSSING GUARD PROGRAM

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

R. RECESS TO CLOSED SESSION

R.1. 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:

Hardaway, Leonard Steve v. Roxane Barrientos Camey; Aguido Modesto; City of
Hawthorne; City of Manhattan Beach; City of Redondo Beach; and Does 1-50, inclusive
Case Number: 25TRCV01762

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

Name of case:

Estate of Jose Sosa, by and through his heir and successor in interest, N.R.; N.R.,
individually, by and through his Guardian Ad Litem, Michelle Rodriguez; Francisca
Rodriguez, individually v. Redondo Beach Police Department, a public entity; City of
Redondo Beach, a public entity; and Does 1-10, inclusive
Case Number: 2:25-cv-2547-PA-JPR

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:

John Bell v. City of Redondo Beach, et al.
Case Number: 25-3578

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

One potential case

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Elizabeth Hause, Community Services Director

PROPERTY:

309 Esplanade, Redondo Beach, CA 90277

NEGOTIATING PARTIES:

Made by Meg - Meg Walker

UNDER NEGOTIATION:

Both Price and Terms

S. RECONVENE TO OPEN SESSION

T. 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, July 8, 2025, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.



Administrative Report

R.1., **File #** 25-0940

Meeting Date: 7/1/2025

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:

Hardaway, Leonard Steve v. Roxane Barrientos Camey; Aguido Modesto; City of Hawthorne; City of Manhattan Beach; City of Redondo Beach; and Does 1-50, inclusive

Case Number: 25TRCV01762



Administrative Report

R.2., File # 25-0941

Meeting Date: 7/1/2025

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:

Estate of Jose Sosa, by and through his heir and successor in interest, N.R.; N.R., individually, by and through his Guardian Ad Litem, Michelle Rodriguez; Francisca Rodriguez, individually v. Redondo Beach Police Department, a public entity; City of Redondo Beach, a public entity; and Does 1-10, inclusive

Case Number: 2:25-cv-2547-PA-JPR



Administrative Report

R.3., File # 25-0942

Meeting Date: 7/1/2025

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:

John Bell v. City of Redondo Beach, et al.

Case Number: 25-3578



Administrative Report

R.4., File # 25-0954

Meeting Date: 7/1/2025

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

One potential case



Administrative Report

R.5., File # 25-0956

Meeting Date: 7/1/2025

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, Community Services Director

PROPERTY:

309 Esplanade, Redondo Beach, CA 90277

NEGOTIATING PARTIES:

Made by Meg - Meg Walker

UNDER NEGOTIATION:

Both Price and Terms



Administrative Report

D.1., File # 25-0959

Meeting Date: 7/1/2025

TITLE

MAYOR'S COMMENDATION TO REDONDO BEACH PUBLIC SAFETY SOUTH BAY MEDAL OF
VALOR AWARDEES



Administrative Report

F.1., File # 25-0943

Meeting Date: 7/1/2025

TITLE

REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

**AGENDA
REGULAR MEETING
REDONDO BEACH COMMUNITY FINANCING AUTHORITY
TUESDAY, JULY 1, 2025 - 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.

CALL MEETING TO ORDER

ROLL CALL

A. APPROVAL OF ORDER OF AGENDA

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION

B1. BLUE FOLDER ITEMS

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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 July 1, 2025.

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 May 6, 2025.

C4. APPROVAL OF CHECK NUMBER 000562 THROUGH 000563 IN THE AMOUNT OF \$4,888.86.

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. Written requests, if any, will be considered first under this section.

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, August 5, 2025, 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

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	July 1, 2025 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: June 26, 2025

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 6:31 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

Officials Present: Eleanor Manzano, City Clerk
Mike Witzansky, City Manager
Laura Diaz, Deputy Records Mgmt. Coordinator/Sr. Deputy City Clerk

A. APPROVAL OF ORDER OF AGENDA

Motion by Member Kaluderovic, seconded by Member Castle, and approved by voice vote, the order of the agenda, as presented.

Motion carried 5-0.

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 May 6, 2025.

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 April 1, 2025.

C4. APPROVAL OF CHECK NUMBER 000560 THROUGH 000561 IN THE AMOUNT OF \$2,171.48.

Motion by Member Castle, seconded by Member Waller, to approve the order of the Consent Calendar.

Mayor Light asked if anyone from the audience wanted to change the order of the Consent Calendar.

City Clerk Manzano reported no eComments and no one on Zoom.

Motion carried 5-0 by voice vote.

D. EXCLUDED CONSENT CALENDAR ITEMS - None

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS - None

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 – 6:33 p.m.

There being no further business to come before the Redondo Beach Community Financing Authority, Member Kaluderovic motioned, seconded by Member Castle, and carried by voice vote, to adjourn the meeting at 6:33 p.m.

Motion carried 5-0.

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: July 1, 2025

To: CHAIRMAN & MEMBERS OF THE COMMUNITY FINANCING AUTHORITY

From: STEPHANIE MEYER, FINANCE DIRECTOR

Subject: CHECK APPROVAL

RECOMMENDATION

Approve check number 000562 through 000563 in the total amount of \$4,888.86.

EXECUTIVE SUMMARY

The attached Summary Check Register lists check numbers 000562 through 000563 in the total amount of \$4,888.86. Check number 000562 is to reimburse the City for expenses paid by the City on behalf of the Community Financing Authority. Check number 000563 is to pay for Redondo Pier Association Dues.

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;

Administrative Report

Check Approval

Page 2

July 1, 2025

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

The payment to the City of Redondo Beach on check number 000562 in the amount of \$2,315.96 is for the reimbursement of May and June 2025 expenditures made by the City on the Community Financing Authority's behalf.

The payment to the Redondo Pier Association on check number 000563 in the amount of \$2,572.90 is for the July through September 2025 dues in connection with the ownership of the Kincaid's Restaurant building.

COORDINATION

Disbursement of the checks will be coordinated with Financial Services.

FISCAL IMPACT

Check number 000562 through 000563 in the total amount of \$4,888.86.

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
07/01/25	000562	\$ 2,315.96	City of Redondo Beach	Reimbursement (Water Utility)-May & June 2025
07/01/25	000563	\$ 2,572.90	Redondo Pier Association	Dues - July - September 2025
		<u>\$ 4,888.86</u>		



Administrative Report

F.2., File # 25-0966

Meeting Date: 7/1/2025

TITLE

PARKING AUTHORITY - REGULAR MEETING - CANCELLED

NOTICE OF CANCELLED MEETING PARKING AUTHORITY

NOTICE IS HEREBY GIVEN THAT THE REGULAR PARKING AUTHORITY MEETING SCHEDULED FOR JULY 1, 2025 AT 6:00 P.M. HAS BEEN CANCELLED DUE TO LACK OF BUSINESS.

ELEANOR MANZANO

City Clerk



Administrative Report

G.1., File # 25-0923

Meeting Date: 7/1/2025

TITLE

For Blue Folder Documents Approved at the City Council Meeting



Administrative Report

H.1., File # 25-0924

Meeting Date: 7/1/2025

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

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF JULY 1, 2025

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	July 1, 2025 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: June 26, 2025



Administrative Report

H.2., File # 25-0925

Meeting Date: 7/1/2025

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 # 25-0926

Meeting Date: 7/1/2025

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

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:

A. JUNE 3, 2025 ADJOURNED AND REGULAR MEETING

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk



Minutes
Redondo Beach City Council
Tuesday, June 3, 2025
Closed Session - Adjourned Regular Meeting 4:30 p.m.
Open Session – Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

An Adjourned Regular Meeting of the Redondo Beach City Council was called to order at 4:30 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light

Councilmembers Absent: None

Officials Present: Mike Witzansky, City Manager
Joy Ford, City Attorney
Melissa Villa, Analyst

C. SALUTE TO THE FLAG AND INVOCATION - None

D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS - None

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

Analyst Villa reported no eComments and one attendee on Zoom, but no hand raised.

F. RECESS TO CLOSED SESSION

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

JAMS Arbitration Case Reference No. 5220006179 [Hon. Candace Cooper [Ret.]] Harry Stuver, et. al v. Redondo Beach Police Department and City of Redondo Beach

F.2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL

**LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(4).
Two potential cases**

F.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:

**Gornbein, Jennifer vs. City of Redondo Beach; and DOES 1 to 50, inclusive
Case Number: 24TRCV03931**

Analyst Villa read titles to the items to be considered in Closed Session.

City Manager Witzansky announced the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Joy Ford, Outside Legal Counsel Joshua Dale, Outside Legal Counsel Jonathan Kramer, Public Works Director Andy Winje, City Engineer Lauren Sablan, and Outside Legal Counsel W. Lee Smith.

Mayor Light announced they would be going into Closed Session and at 5:30 p.m., City Council will break for a ceremony on the Pride flag to be held outside in front of the City Hall Chambers and then will come back into the Chambers for the Regular Meeting.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to recess to Closed Session at 4:33 p.m.

The motion carried 5-0 by voice vote.

G. RECONVENE TO OPEN SESSION – 6:00 p.m.

Mayor Light reconvened to Open Session at 6:00 p.m.

H. ROLL CALL

Councilmembers Present: Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light

Councilmembers Absent: None

Officials Present: Eleanor Manzano, City Clerk
Mike Witzansky, City Manager
Joy Ford, City Attorney

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky reported no formal announcements from Closed Session other

than, he previously stated Outside Legal Counsel, W. Lee Smith, would be joining the meeting and he did not make it but they were joined by Jesse Reyes, Capital Project Manager for the Public Works Department.

J. ADJOURN TO REGULAR MEETING – 6:01 p.m.

Motion by Councilmember Obagi, seconded by Councilmember Castle, to adjourn to the Regular Meeting at 6:01 p.m.

Motion carried 5-0.

6:00 PM – OPEN SESSION – REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:00 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light

Officials Present: Eleanor Manzano, City Clerk
Mike Witzansky, City Manager
Joy Ford, City Attorney
Melissa Villa, Analyst/Liaison

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited Veterans and Active Military to stand and be recognized for their service.

Harper, 5th Grader at Jefferson Elementary School, led in the salute to the flag.

Mayor Light called for a moment of silent invocation and to honor a fallen officer from Baldwin Park, Officer Samuel Riveros.

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

D.1. MAYOR'S PROCLAMATION OF JUNE 2025 AS PRIDE MONTH IN REDONDO BEACH

Mayor Light invited Sarah Betty Leinen and Frank Hanzel to the podium; reported tonight

they planned to raise the Pride flag in honor of the beginning of Pride Month, however, that past Saturday a Baldwin Park police officer, Officer Riveros, was tragically killed in the line of duty; stated out of respect for Officer Riveros and all fallen officers, the City chose to only fly the US flag at half-staff until the officer is laid to rest; announced that, to continue honoring Pride Month, the City arranged a modified display in the Council Chambers lobby and, once it is appropriate, will raise the Pride flag beneath the United States flag at City Hall and thanked everyone for their understanding and support; announced, as Mayor of Redondo Beach, he was honored to stand with them that night to proclaim June 2025 as Pride Month in Redondo Beach; introduced Sarah Betty Leinen, President of South Bay LGBTQ+, and Frank Hanzel, President of PFlag Manhattan Beach, who joined him at the podium; spoke about the history and background of Pride Month and how Redondo Beach embraces everyone; stated it is a privilege to present the Certificate of Proclamation to South Bay LGBTQ+ and PFlag Manhattan Beach South Bay groups.

Sarah Betty Leinen, resident of Redondo Beach and President of the South Bay LGBTQ Center, spoke about the Proclamation being more than symbolic; stated it is a public commitment to inclusion, safety, and visibility; spoke on the current attacks the LGBTQIA has been facing and how proclamations, such as the one received tonight, sends a powerful message.

Frank Hanzel thanked the City for all their support and hoped for a future where every person is safe, celebrated, and loved.

Mayor Light moved on to announcements and AB 1234 Travel Expense Reports; reported attending fellow Councilmembers' Medal of Valor luncheon to honor several of the City's First Responders; stated Captain Sprengel mc'd the event and listed out all the officers who received awards; noted the City was only second to Hawthorne, who had seven officers recognized, and felt that was a testament to the quality and dedication of the City's First Responders; announced he gave a mini State of the City to several Redondo Union High School students, attended the Memorial Day Celebration in Redondo, worked with South Bay Parkland Conservancy last week on the Bluff Garden cleanup and will be holding meetings on the upcoming FIFA and Olympic events and how Redondo can monetize the opportunity.

Councilmember Waller reported attending the events Mayor Light mentioned, as well as, Coffee with a Cop the week before, the RBUSD retirement event where a number of retirees were honored, the Students of the Year Luncheon, the BCHD student-led Wellness and Leadership Conference, a weekend bicycle block party at Upway on Artesia Blvd. and lastly, went to a ribbon-cutting event at the Art Department on 182nd; showed a certificate that the Mayor and City Council were given by the South Bay Bicycle Coalition and South Bay Forward for attending the event; announced Keep the Esplanade Beautiful will have their monthly sweep Saturday morning on Avenue I between 9:00 a.m. and 10:00 a.m., the Riviera Village Summer Festival is coming up on June 27th through the 29th.

Councilmember Castle stated, in addition to the Medal of Valor Luncheon and the Memorial Day Celebration at Veteran's Park last week, he held a joint District 2 and District 3 Community Meeting with Councilmember Kaluderovic; stated to the public that it is a good idea, if you can't make your own district meeting, to attend other district's meetings to hear what's going on in the City; announced on the 14th, the Library is kicking off its summer reading program for students and the City is also celebrating Juneteenth on that Saturday afternoon; noted that the Main Library will be celebrating their 30th Anniversary of the Main Branch Library on that Saturday as well.

Councilmember Kaluderovic thanked the Mayor and new Councilmembers for covering everything on her list; gave a shout out to the Fire Department for attending Washington Elementary's Family Night.

Councilmember Obagi thanked Councilmember Waller for attending the South Bay COG and the Upway Bicycle Block Party in his place; stated he was able to attend the Upway event and let everyone know they refurbish used e-Bikes and sell them with a warranty; thanked the City Manager for allowing Councilmember Behrendt to meet with all the department heads in the City; stated he has heard other cities do not allow that without the city manager present or with city manager permission; commended the City Manager's "open door" policy; thanked the Directors and Councilmember Behrendt for initiating all the meetings; announced his Community Meeting will be on Thursday, June 5th at 6:00 p.m. at Perry Park Senior Center.

Councilmember Behrendt wanted to recognize the Spring 2025, Region 17, AYSO 12 and under girls' soccer team, Purple Potatoes; announced they won it all; gave a shout out to Councilmember Kaluderovic for being one of the coaches and to her daughter, Mary, for her breakout game.

E. APPROVE ORDER OF AGENDA

Motion by Councilmember Waller, seconded by Councilmember Kaluderovic, to approve the order of the agenda.

Motion carried 5-0 by voice vote.

F. AGENCY RECESS

F.1. COMMUNITY FINANCING AUTHORITY - REGULAR MEETING - CANCELLED CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS

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

City Clerk Manzano reported Blue Folder Items for Items No. H.7, L.1, Prop 218 Requirements, L.3, and N.2.

Motion by Councilmember Waller, seconded by Councilmember Kaluderovic, to receive and file the Blue Folder items.

Motion carried 5-0 by voice vote.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF JUNE 3, 2025

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: A. APRIL 29, 2025 STRATEGIC PLANNING SESSION B. MAY 13, 2025 ADJOURNED AND REGULAR MEETING C. MAY 20, 2025 ADJOURNED AND REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS CHECKS 30234-30250 IN THE AMOUNT OF \$21,209.47, PD. 5/23/25 DIRECT DEPOSIT 295250-295883 IN THE AMOUNT OF \$2,474,107.64, PD. 5/23/25

**ACCOUNTS PAYABLE DEMANDS
CHECKS 119695-119863 IN THE AMOUNT OF \$3,317,743.81
EFT CALPERS MEDICAL INSURANCE \$485,155.44
DIRECT DEPOSIT 100009441-100009531 IN THE AMOUNT OF \$104,335.59, PD.5/30/25**

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

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

- 1. APPROVE AN AGREEMENT WITH SAFETYCENTRIC, INC. FOR ON CALL IT INFRASTRUCTURE MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED \$34,000 AND THE TERM JUNE 4, 2025 TO JUNE 3, 2027**

CONTACT: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

- 2. APPROVE AN AGREEMENT WITH EASY READER, INC. FOR THE PUBLICATION OF LEGAL NOTICES IN AN AMOUNT OF \$10.00 PER COLUMN INCH (ESTIMATED EXPENDITURE FOR FY 2025-26 IS \$34,500) AND THE TERM JULY 1, 2025 TO JUNE 30, 2026**

CONTACT: ELEANOR MANZANO, CITY CLERK

- H.6. EXCUSED ABSENCES FROM VARIOUS COMMISSION AND COMMITTEE MEETINGS**

CONTACT: ELEANOR MANZANO, CITY CLERK

- H.7. APPROVE AN AGREEMENT WITH DUKE'S ROOT CONTROL TO PROVIDE SEWER LINE ROOT FOAMING SERVICES FOR AN ANNUAL COST NOT TO EXCEED \$316,000, AND A TOTAL THREE-YEAR NOT TO EXCEED AMOUNT OF \$948,000, FOR THE TERM JULY 19, 2025 THROUGH JULY 18, 2028**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.8. APPROVE AN AGREEMENT WITH OM ROOFING, INC. TO REPLACE THE ROOF AT THE VETERANS PARK HISTORIC LIBRARY FOR AN AMOUNT NOT TO EXCEED \$216,807**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.9. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-031, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AWARDING A PUBLIC WORKS CONTRACT TO SEQUEL CONTRACTORS, INC., A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$1,151,000 FOR THE CONSTRUCTION OF THE KINGSDALE AVENUE RESURFACING (BETWEEN GRANT AVENUE AND 182ND STREET) PROJECT, JOB NO. 40880**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.10. APPROVE THE SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF HERMOSA BEACH, MANHATTAN BEACH, TORRANCE, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT REGARDING THE ADMINISTRATION AND COST SHARING FOR MANAGEMENT AND IMPLEMENTATION OF THE COORDINATED INTEGRATED MONITORING PROGRAM IN COMPLIANCE WITH MUNICIPAL NPDES STORMWATER PERMIT OBLIGATIONS AND AUTHORIZE THE MAYOR TO EXECUTE THE SECOND AMENDMENT ON BEHALF OF THE CITY**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.11. APPROVE AN AMENDMENT TO THE AGREEMENT WITH GEOSYNTEC CONSULTANTS, INC., FOR ADDITIONAL FIELD EXPLORATION, DATA ANALYSIS, REPORTING, AND DOCUMENT PREPARATION SERVICES FOR DOMINGUEZ PARK IN THE AMOUNT OF \$23,950, AND A NEW NOT TO EXCEED TOTAL OF \$240,050**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.12. APPROVE AN ON-CALL CONSULTING SERVICES AGREEMENT WITH MNS ENGINEERS, INC. TO SUPPORT ADMINISTRATION OF THE CITY'S HOUSING PROGRAMS FOR AN AMOUNT NOT TO EXCEED \$50,000 AND THE TERM MARCH 11, 2025 TO OCTOBER 19, 2025**

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

- H.13. APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION TO UTILIZE THE JERRY CROWE REGIONAL TACTICAL TRAINING FACILITY FOR THE TERM JUNE 3, 2025 TO JUNE 3, 2028**

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

- H.14. APPROVE AN AMENDMENT TO THE AGREEMENT WITH IWORQ SYSTEMS INC. TO IMPLEMENT AN ENGINEERING MODULE TO PRODUCE AND ISSUE ENCROACHMENT AND RIGHT-OF-WAY WORK PERMITS, INCREASING THE ANNUAL COST BY \$10,000 FOR A NEW NOT-TO-EXCEED CONTRACT TOTAL OF \$75,000**

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

- H.15. APPROVE A FOURTH AMENDMENT TO THE AGREEMENT WITH ROBERT HALF, INC. FOR TEMPORARY STAFF AUGMENTATION SERVICES IN THE FINANCIAL SERVICES DEPARTMENT AND THE CITY CLERK'S OFFICE FOR AN ADDITIONAL AMOUNT OF \$120,000 AND THE EXISTING TERM THROUGH DECEMBER 31, 2025**

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR & ELEANOR MANZANO, CITY CLERK

- H.16. FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES WITH COLANTUONO HIGHSMITH & WHATLEY PC**

CONTACT: JOY A. FORD, CITY ATTORNEY

- H.17. RECEIVE AND FILE THE CITY ATTORNEY AUTHORIZATION REPORT FOR SETTLEMENTS IN AN AMOUNT UP TO \$25,000**

CONTACT: JOY A. FORD, CITY ATTORNEY

H.18. APPROVE THE SECOND AMENDMENT TO THE AGREEMENT WITH KARPEL COMPUTER SYSTEMS INC. DOING BUSINESS AS KARPEL SOLUTIONS FOR THE ADDITION OF A LICENSE FOR PROSECUTOR BY KARPEL FOR AN ADDITIONAL AMOUNT OF \$5150.00

CONTACT: JOY A. FORD, CITY ATTORNEY

Motion by Councilmember Obagi, seconded by Councilmember Waller, to approve the Consent Calendar.

Mark Nelson wanted to speak on item H.7; spoke about being a chemical engineer and making toilet paper and understanding why the City has filmed how the toilet paper is killing the roots in the sewers; noted they created that type of toilet paper (14 generation toilet paper) but that was what the consumer wanted; mentioned that the foaming itself causes problems and encouraged the City to ask their vendor to use less toxic foam; stated that people at home tend to flush copper sulfate down or something else and that puts lots of toxics in the ground; stated he does not object to the contract, he would just like them to use a practice that would be environmentally friendly.

City Clerk Manzano reported no one online and no e-Comments.

Motion carried 5-0 by voice vote.

City Clerk Manzano read title to Item No. H.9, adopt by title only, Resolution No. CC-2506-031.

I. EXCLUDED CONSENT CALENDAR ITEMS - None

K. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Mike Shields II, on item H.7, read from an email he recently sent to the Council to put into public record; proposed the establishment of an Office of Film Commissioner for Redondo Beach and offered his candidacy for the position; spoke of what Redondo Beach offers that countless production companies seek; mentioned that Manhattan and Hermosa Beach capitalize on the lucrative film industry while Redondo does not; noted without a dedicated film commissioner, Redondo Beach lacks a streamlined permitting process that encourages production companies, proactive outreach to studios and production companies, a unified vision and a single point of contact to ensure compliance with local regulations; stated this vacancy costs the City missed opportunities and local business stimulus and listed several advantages to creating the position; stated, as a long-time resident with deep connections to both the community and the film industry, he would bring a lot of experience and knowledge to the office; spoke of the Office of Film Commissioner being structured to generate more revenue than it costs through

competitive permitting fees, public/private partnerships with industry stakeholders, and creation of the film friendly infrastructure needed; urged the City Council to establish the Office of Film Commissioner immediately and to consider his appointment to the position.

Jim Mueller stated he is curious about the City's new Economic Development Committee; asked who is on it, what do they plan to do, and will there be progress reports; heard the Committee has taken investors on tours of locations in North Redondo and would like to know more about the tours and their results; stated he is curious if the committee will be making a wide scope needs assessment of the community surrounding Artesia Blvd; said people tell him if they want to do serious shopping or hang out they got to Manhattan Beach, Manhattan Village, Del Amo, or Hermosa; felt that a general survey should be done as to why people don't shop at Artesia or what people would like to see available there; opined that City government is only focused on the AACAP and should focus on what the community wants.

David Rosenfeld, born and raised in Redondo Beach, wanted to speak about the City's draft retail cannabis ordinance; stated, as a representative for one of the applicants, he wanted to strongly encourage the City Council to continue all of the good work they have done; noted that, although there has been a lot of opposition, there are many more residents who are looking forward to having access to a retail dispensary that is close to home; reported that many supporters, including himself, voted against Measure E in 2022 but only because it was promoted by an outsider; mentioned supporters have circulated a petition to urge the City Council to move forward with its retail cannabis request for proposals; noted they have 182 signatures on the petition and read the petition to the Council along with the reasons for the petition; urged Council to at least bring the matter up for a vote, felt they owe it to the residents and to the last Council; asked to submit the petition for the record.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to receive and file the petition.

Motion carried 5-0 by voice vote.

Mayor Light asked City Manager Witzansky if the item would be coming back.

City Manager Witzansky replied, yes, that it would be in July and it would be a discussion about the authorization to release the RFP.

Rick McQuillin wanted to provide an update on his South Bay streets project, which he will refer to as "Streets"; mentioned he spoke to the Cultural Arts Commission and shared a quote by Gustave Flaubert, who said, "Be regular and ordinary in your life so that you can be violent and original in your work."; reported he published a new version of the app on Sunday, mentioned it is a draft but has parts that are useful, including some maps and explained some other features that are working; felt that the value of the storefront directories will be revealed as they build them and begin to use them for tourist strolls, events, commute stops, etc.; stated that the directories are just the portal to what he calls

“Community Software”; spoke about making it a community owned app but not for nonprofit since there is potential that other communities might be interested in it; announced he is having a kickoff meeting with the RUHS students, who are volunteering, on Thursday at the Chamber at 4 p.m.; noted Mara Santos and the NRBBA are supporting and sponsoring the volunteer ships; stated he will hold more meetings to introduce this to the adult community and that the Cultural Arts Commission requested a map of the public art in the City; asked anyone interested for more information or to provide support to reach out to him and the site is seeartesia.com or southbayartesia.com.

Mark Nelson stated that Beach Cities private/public partnership partner pulled the plug; noted they were the ones that were going to do the assisted living; reported they were not the ones that spent \$14 million of taxpayer money to do the predevelopment; reported that Beach Cities contracted another third party to take a look at just doing an ordinary senior housing development with no public input at all; stated that Beach Cities “sprung it” on the community and basically said the City can do nothing about it because they have enough affordable housing to get out of the regulations and local permitting; reported that now, Beach Cities is having an all-comers RFP for people to bid and build anything health related on the site; felt that the City needs to take an active role in managing Beach Cities because, even though they are a district, they are using taxpayers money to fund their projects; mentioned a good program to provide insight into special districts would be John Oliver on HBO; urged the City to get involved before BCHD does any more projects that have benefit-cost-ratios of 1 to 30, which is not a good deal for taxpayers.

Gregory Anderson, Redondo Beach, reported that there is about an 8-to-10-foot section of the 1600 block of Heron that sinks down about 2 to 3 inches, a steel plate on Dixon, and lots of work on Grant that all needs to be fixed; mentioned the roads have been like that for too long.

City Clerk Manzano reported no e-Comments, and no one has their hand raised on Zoom.

J.1. For eComments and Emails Received from the Public

K. EX PARTE COMMUNICATIONS

Mayor Light announced there are three hearings tonight, so he asked that the Councilmembers reveal their ex parte communications by L.1, L.2, or L.3.

Councilmembers Waller and Castle had none.

Councilmember Kaluderovic reported speaking with City staff and the Mayor for L.2 and L.3.

Councilmember Obagi reported speaking with staff and Councilmember Behrendt for L.1, Councilmember Behrendt for L.2, and the Mayor, Councilmember Behrendt, and City staff for L.3.

Councilmember Behrendt reported speaking with City staff, the Mayor and Councilmember Obagi for L.1, L.2, and L.3.

Mayor Light reported speaking to the City Manager and several Councilmembers on L.1, L.2, and L.3; noted that he did receive feedback from the public but did not talk directly with any member of the public on L.3.

Councilmember Waller amended his report and stated he did speak to the Mayor on L.2.

L. PUBLIC HEARINGS

L.1. PUBLIC HEARING TO CONSIDER THE PROPOSED ASSESSMENTS FOR THE STREET LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2025-26 ADOPT, BY TITLE ONLY, RESOLUTION NO. CC-2506-032, A RESOLUTION OF THE CITY COUNCIL OF REDONDO BEACH, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT, AND LEVYING OF THE ASSESSMENT FOR THE STREET LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT FOR THE FISCAL YEAR FROM JULY 1, 2025 TO JUNE 30, 2026

PROCEDURES:

- A. Open the public hearing, take testimony and deliberate;**
- B. Close public hearing; and**
- C. Adopt resolution No. CC-2506-032**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, to open the public hearing on Item L.1.

Motion carried 5-0 by voice vote.

Public Works Director Winje introduced Lauren Sablan, City Engineer, for the presentation on street landscaping and lighting assessment district for the next FY.

City Engineer Sablan reported this is an annual process to authorize the assessment fee for maintenance of the street lighting, and landscaping district; stated her annual report included an assessment diagram, the methodology, and the projected costs for the next year and was presented on May 21st; noted at that time, Council passed a resolution with the intent to levy an assessment to address the cost to maintain these items; stated tonight's action is to take public input and decide whether or not to authorize collection of the revenue needed to support the work to maintain the street lights, signals and landscape medians; presented the PowerPoint which included:

1) Program Highlights

- 1) Maintains streetlights, signals, and landscaped medians
 - 2) Annual expenditure – approx. \$2.7 million
 - 3) Annual fee to property owners – approx. \$1.5 million
 - 4) Deficit is funded by General Fund – approx. \$1.2 million
- Prop 218 Process to Increase Assessments – submitted as a Blue Folder item
 - 1) Requires Engineer’s Report (prepared by a consultant)
 - 2) Requires approval by voters
 - 3) Process to take approx. 12 months
 - Recommendation
 - 1) Open Public Hearing, take testimony and deliberate
 - 2) Close Public Hearing
 - 3) Confirm there is no majority protest
 - 4) Adopt by title only Resolution No. CC-2506-032

Mayor Light wanted to clarify that if they don’t vote to increase the fees, the fees would happen as they are in the budget right now or would they have to go to a vote.

City Manager Witzansky stated if the City does nothing, the City would lose roughly \$1 million in collect assessment; clarified that, in order to continue to capture and collect and apply to the assessor payroll on an annualized tax basis, the City has to take this action each year so that they can effectively reconstitute the roughly \$1 million every year; reported that is what is required under the Landscape and Lighting Act of 1992; stated it is not an increase but a reaffirmation of the existing fee structure.

Mayor Light asked if the City wanted to close that gap, is this the time for the City to say, “let’s up this and put it to a vote”.

City Manager Witzansky said, in order to do that, the City would have to do a supplemental process and that starts with an assessor’s methodology; noted a consultant would be needed, a study done to assess the supplemental fee, and would have to track its own 218 process.

Discussion between Councilmember Behrendt and City Manager Witzansky regarding the recommendation to increase to the maximum extent possible under the existing parameters, which is essentially continuing the existing assessment for another fiscal year cycle.

City Manager Witzansky explained that the parameters were established by the Street Landscaping Lighting Act prior to Prop 218 and that is why the City is frozen in time at this level and anything beyond that has to be collected through a supplemental Prop 218 process.

Councilmember Waller supported continuing as is but voiced concern over the City’s fiscal issues and the possible trash change of Prop 218.

City Manager Witzansky responded stating that is a separate Prop 218 process; explained there are a couple of different stratospheres for Prop 218; noted trash collection falls under what is called a Majority Protest Process and Landscaping and Lighting Assessment District falls under an Affirmative Voting Process; explained further that this is assessed on parcel property owners, so it has a different distinction.

Councilmember Waller stated if the City wanted to adjust the fee for a prop 218 vote, it might make sense to align that with adjusting the trash fees for Prop 218.

City Manager Witzansky stated they would have to run them on parallel courses, but they would not follow the same timeline.

Councilmember Waller encouraged staff to look at that process.

Mayor Light stated staff would need direction from Council to do that.

City Manager Witzansky stated they would also need to spend money on a consultant to help create the methodology to consider the possible supplemental assessment.

More discussion followed.

Mayor Light asked what the staff recommendation is for tonight.

City Manager Witzansky stated all they are doing is affirming the existing assessment but if, as part of the budget discussions, Council wants to consider having staff explore closing the gap and seeking the supplemental assessment, they would need direction as part of the budget; mentioned funding to support the consultant funding would be about \$200,000.

More discussion followed regarding the appropriation process, impact per residential unit to recoup, and the increase in cost to residents per year; spoke of the program paying for maintenance improvements and tree trimming.

Mayor Light reconfirmed that all staff needed tonight is approval for this to get the collection on the roles for next year.

Councilmember Obagi asked if the affirmative vote was on the ballot at the ballot box or a letter that is sent out.

Public Works Director Winje stated it is a mail vote and the City needs to get 50% plus one of all the responses that come back.

Discussion followed regarding when this was first passed.

City Manager Witzansky reported it was the 1972 Lighting Act; went into further detail about the Act and the changes since Prop 218.

Public Works Director Winje added that the specific benefit has to be assigned to each property, which is part of the reason it costs \$150,000 for the assessment to understand the specific benefit per property.

City Manager Witzansky stated it is by design, that is why Prop 218 was passed to make these types of assessments a much more arduous process.

Councilmember Obagi asked if there was another way to raise the money to fund the City's lighting, tree trimming, etc.

City Manager Witzansky responded that they can go a completely different route and do a full vote on a Parks District or a Public Park and Open Space District, where the City could assess everybody in the community and the City creates a program to do that; stated with that, all voters would weigh in on the outcome; noted that, again, that is a whole other process with higher consulting fees.

Councilmember Behrendt re-stated, just to move forward with the Prop 218 vote on increasing the assessment for lighting and landscaping, it would cost a couple hundred thousand dollars.

City Manager Witzansky clarified just to study the methodology it would cost that much and then Council would have to consider assigning that and going forward.

Councilmember Behrendt noted that the last time the City did that it was 57% against it in 2006.

Discussion followed regarding the cost vs the value, arguments against the proposed methodology with different sized frontages, and disproportionate assessment for the benefit that would ultimately be achieved.

City Manager Witzansky mentioned if there was a different methodology selected, one that was more equitable, the outcome may be different but that is what the study and consultant work does.

Councilmember Obagi asked if there was a protest.

City Manager Witzansky stated this one doesn't require protest; noted it is still an administrative hearing process because it falls under the old Lighting Act.

City Clerk Manzano informed Council after 218 is being done and the ballots come in, that is when she confirms.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to adopt by title only Resolution CC-2506-032.

Mayor Light invited members of the public to speak on the item.

Gregory Anderson, Redondo Beach, wanted clarification as to why the item is just now being presented to City Council by City staff if the date is July 1, 2025, and it all has to be done for the following fiscal year.

City Manager Witzansky stated this comes at this time of year every year; explained that the hearing has to conclude before the start of the next fiscal year, much like the budget adoption, because the City needs to be able to place it on the following year's tax roll; noted this is their normal course of action for this assessment.

Gregory Anderson stated he was curious since the City Manager gave the Council different options to choose.

City Manager Witzansky said those options could not be implemented by July 1st and would take a year or two to formally consider and to act on; clarified the only thing to act on tonight is continuation of the existing assessment structure that's been in place since 1984.

City Clerk Manzano reported no one online and no e-Comments.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to close the public hearing.

Mayor Light stated that there were two motions on the floor: the public hearing closure and to approve the Resolution as written.

Both motions carried 5-0 by voice vote.

City Clerk Manzano read adopt by title only Resolution CC-2506-032.

L.2. PUBLIC HEARING TO CONSIDER ARAKELIAN ENTERPRISES INC., DBA ATHENS SERVICES, PROPOSED SOLID WASTE CHARGES AND FEES FOR FISCAL YEAR 2025-26 AND TO CONSIDER ANY PROTEST AGAINST THE WRITTEN REPORT

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-033 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ESTABLISHING CONTRACTOR'S CHARGES AND CORRESPONDING CITY FEES FOR RESIDENTIAL, MULTIFAMILY, AND COMMERCIAL REFUSE COLLECTION FOR THE 2025-26 FISCAL YEAR AND ORDERING THE ANNUAL REFUSE CHARGES FOR FISCAL YEAR 2025-26 TO BE COLLECTED ON THE COUNTY OF LOS ANGELES TAX ROLL

PROCEDURES:

- a. Open the Public Hearing**
- b. Take Testimony**

c. Close the Public Hearing
d. Adopt by Title Only Resolution No. CC-2506-033

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

Motion by Councilmember Waller, seconded by Councilmember Obagi, to open the public hearing.

Motion carried 5-0 by voice vote.

Public Works Director Winje announced this is the City's annual process to confirm rates for the next fiscal year with their Athens contract; mentioned Andrea Delap, Senior Management Analyst, would be presenting tonight; stated this is not about the amendment but under the City's current contract.

Analyst Delap stated they are there tonight for a public hearing to consider the posed adjustments to refuse rates for the 25-26 fiscal year; noted that staff comes before Council every year at this time to consider the refuse rates for the upcoming FY for residents and businesses as prescribed in the current Athens Services Agreement and ratified by the Prop 218 process; presented some slides which included:

- Overview
 1. Current Athens Contract
 2. Proposed rate increase and methodology
 3. Proposed rates
 4. Rate breakdown and comparison
 5. Rate adjustment process and recommendation
- Background
 1. First amendment to the current hauler agreement was signed in June 2019
 2. Agreement term: 9 years
 3. Rate adjustment formula – Formula ratified via Prop 218 in 2024
- Proposed Rate Changes
 1. Annual adjustment is indices change plus 1%, in 2025-26 that indices change to 2.6% plus a 1% adjustment
 2. Total proposed increase is 3.6% for all customers
- Rate Adjustment Methodology
 1. Changes in industry indices: labor, fuel, equipment, disposal, other
 2. Total weighted indices change 2.6%
 3. Indices change + 1% + 3.6%

Mayor Light asked what determines the weight of the indices.

Analyst Delap explained it is outlined in the First Amendment of the Athen Services

contract attached to the packet provided to Council.

Mayor Light rephrased that what he didn't understand, from the information provided, is the weight set by contract or is it determined from the analysis? Does it vary year per year or is that each indices has its own weight in perpetuity?

Analyst Delap answered that is correct; added it was set in the contract that was outlined in 2019, and then it will move over time as each year the change occurs, so the weight is compounded over time; gave examples to further explain how it is weighted.

Councilmember Behrendt asked if the weight assigned to each index was part of a negotiation and a contract that was then locked in? Or is the weight that's assigned to each index based on a different index that fluctuates independent of what was?

City Manager Witzansky responded that it is pursuant to the terms of the agreement and went into further detail; noted that the basis was a pre-negotiated figure that was contemporary at the time.

More discussion followed regarding how they adjusted the figure year to year and how the indices are weighted.

Public Works Director Winje interjected and added that, in the package Council was given, there is a step by step process of how the calculation methodology plays out and the step for where the reweigh of the cost components are considered; stated it indicates that the cost component weighting will be multiplied by a change in the index related to each of the indices changes to get the new cost weighting for the following year.

Councilmember Behrendt voiced his understanding as it is prescriptive originally, then slightly modified based on the changes to each component such as labor, fuel, etc.

Public Works Director Winje said that is correct.

More discussion followed regarding the chart in the package, the original weighing, the adjustments made year over year, and the effect of fuel as a component to the overall weight.

Councilmember Obagi asked for the City Clerk to light up 2B, which is the first amendment to the contract with Athens and the one in effect right now; stated it explains it there and fuel is at 3.97% of the weighted and that is why a 35% drop doesn't really matter.

Mayor Light interjected he understands that but wanted to know how they got to that weight.

City Manager Witzansky replied that he thinks it was due to the risk of volatility for that type of component and for a company like Athens, that can buy in bulk, they can fix their prices differently than the rest of us.

Analyst Delap mentioned this discussion is exactly the purpose of the meeting, that staff brings this to Council every year with a methodology set in 2019, so there is not a lot of change, and it is a great segue to understand that methodology.

Mayor Light asked if the City gets to see the costs for operations.

City Manager Witzansky stated Athens provides a justification in their letter each year for how their operations have been impacted; reported they went with these indices so it would be a clear and transparent metric.

More discussion followed on the confusion of the basis and the relevance of the original weighting when it was set.

Analyst Delap noted it is something for their future discussion on second amendment and incorporate that into the requests for the hauler; continued with the presentation:

- Proposed Refuse Rates – current rates vs proposed FY 2025-26 rates w/ 3.6%
 1. Single Family Rate - \$29.78 vs \$30.77
 2. Sample Multi-Family Rate - \$164.74 vs \$170.49
 3. Sample Commercial Rate - \$253.44 vs \$263.37

*Explained that the sample rates are due to multi-family and commercial customers having a myriad of potential service levels available to them.

- Residential Service Rate Breakdown – explained they used Manhattan and Hermosa Beach for the rate comparisons.
 1. Proposed residential refuse rates for FY 2025-26
 2. Provided columns with each service component
 3. Listed Redondo, Hermosa, and Manhattan Beach with rates for each
 4. Redondo Beach is the only city of the three that has unlimited refuse
 5. Hermosa does not include organics, so it is an additional cost

Councilmember Obagi asked the size of the typical cart for Redondo Beach single-family.

Analyst Delap answered 64 and 96 are the ones you see out on the street.

City Manager Witzansky added this is something that Redondo Beach would like to expand over time with other cities; spoke that ideally they want to move towards prospective contract negotiations with charts like this to provide a broader comparison across the area and noted that each contract for each city is different along with different service levels.

More discussion ensued regarding services offered and services that are not being used enough or being used all the time and how valuable and invaluable certain components of the contract may be; Analyst Delap continued her presentation:

- Commercial Service Rate Breakdown
 1. Proposed commercial service rates for FY 2025-26
 2. Provided columns with each service component
 3. Listed Redondo, Hermosa, and Manhattan Beach with rates for each
- Annual Rate Adjustment Process
 1. Notice the Public Hearing – done
 2. Hold Public Hearing
 3. Approve proposed annual adjustment
 4. Place refuse charges for Residential collection on the County of LA Tax Roll
 5. All rate changes effective July 1, 2025

Analyst Delap offered to take any questions and then asked that Council adopt, by title only, Resolution No. CC-2506-032.

Councilmember Behrendt thanked staff for the presentation; pulled up the Residential Refuse Rate Survey as of May 2025 from the agenda packet; mentioned it looked similar to what was presented and asked who prepared the May 2025 survey.

Analyst Delap stated that she and other staff members prepared that survey; noted it was an informal survey and if the City wanted something more formal, they may use a consultant such as HF&H to assist.

Councilmember Behrendt asked if the slide that she put up was staff's attempt to show an "apples to apples" comparison so that the City Council, Mayor and City could get an idea as to what is included in the price.

Analyst Delap responded affirmatively and explained it was initiated because of comments and questions they had received in other discussions on the second amendment.

Councilmember Behrendt pointed out that looking at the residential refuse rate, it looks like other cities are coming in lower than Athens; stated it would be helpful to get more information at the appropriate time and listed off some of the other refuse companies on the list; mentioned the commercial refuse rates also looked lower but recognized that pertinent information is missing; questioned if, besides the recommendation to approve this and move forward, is there any other alternative at this point.

City Manager Witzansky stated the City is obligated under the contract to adjust the rates according to the agreement; believed their real analysis is to determine if the indices and the calculations have been done correctly, and they believe the resulting fees are according to contract, so that is their only determination to make tonight.

More discussion followed regarding the need for the consultants and that HF&H helped create the original indices in 2011 and helped with the update in 2019.

Councilmember Obagi stated it is clear that they have to proceed with this rate adjustment; mentioned looking at the proposed second amendment that Athens had requested and using an outside expert at HF&H to compare the City's rights and responsibilities and Athens' rights and responsibilities under the existing contract; noted it was 183 pages plus the first amendment; noted if the City agrees to the second amendment, it will bind future councils and hearings.

Motion by Councilmember Obagi to adopt, by title only, Resolution No. CC 2506-033; added that the City Council needs to be careful about what indices are lumped or chained to their rates, because they will be binding for years to come.

Councilmember Castle had questions regarding the timing of the increases in prices for residents and when the new Athens contract would come into effect and would that mean a second increase within the same year.

City Manager Witzansky stated it would be effective July 1, 2025, across all three rate structures: single-family, multi-family, and commercial; noted, per Athens proposal, there is discussion to eliminate the multi-family category and put those customers effectively into the commercial category; stated if the Council agrees to that type of service change, each individual multi-family complex will need to work with Athens to determine what their commercial rate plan will be; noted what's going to be important for the Council is to determine what the likely overall average change to those various customers will be; stated staff will need to give Council enough comparative analysis to feel good about what that means on an impact basis; pointed out that there will not be any proposed change, in this initial amendment, to the City's single-family residential rates next year and commercial rates will remain unchanged depending on whether or not there are scout fees or other fees needed.

Mayor Light stated that the question was not answered as to when the proposed change would take effect.

City Manager Witzansky reported that it takes effect after the approved contract and a subsequent Prop 218 process, so it could take effect as early as next winter or later in the fiscal year depending on how quickly the City moves through the process; noted that Athens would like to see the service change implemented by the end of the calendar year in order to comply with current state requirements.

Councilmember Kaluderovic seconded the motion made by Councilmember Obagi, to adopt, by title only, Resolution No. CC-2506-033.

Mayor Light invited public comment.

Gregory Anderson, Redondo Beach, stated he is opposed to any rate increase and asked the Council to oppose it too; explained they refuse to pick up certain people's trash in his neighborhood with no reason, the company does not care and charges an additional fee

to go out and pick it up; secondly, the street sweepers go around the cans that are left on the street; stated he understands there is an ordinance, but some things need to be looked at before any rate increase is given.

City Clerk Manzano reported no one online and no e-Comments.

Motion by Councilmember Waller, seconded by Councilmember Castle, to close the public hearing.

Mayor Light announced there are two motions on the floor: the approval of the resolution as written and the close of the public hearing.

Councilmember Obagi spoke directly to Mr. Anderson and asked him to contact him directly if he experienced any problems.

Motion carried 5-0 by voice vote.

City Clerk Manzano read adopt by title only Resolution CC-2506-033.

L.3. PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2025-26 PROPOSED BUDGET AND 2025-30 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

PROCEDURES:

- a. Open the Public Hearing;**
- b. Receive and file Budget Response Reports;**
- c. Take testimony; and,**
- d. Continue the Public Hearing to June 10, 2024**

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

Motion by Councilmember Waller, seconded by Councilmember Obagi, to open the public hearing on Item L.3.

Motion carried 4-0-1. Councilmember Behrendt was absent.

City Manager Witzansky announced he would introduce the item and they will hear from the Police Chief, Public Works Director and the Community Development Director; mentioned this is technically their second hearing of four, as it pertains to the proposed Fiscal Year 2025-26 Operating Budget and Capital Improvement Program; stated, tonight, their focus is primarily on the operating budget; stated next week they will focus on the Capital Program and then presumably, if the Council can come to an agreement, adopt the budget on the 17th; mentioned a couple of highlighted decision packages, budget response reports, a summary of the activities that have been prepared; and recommendations effectively to continue the hearing to the 10th; reminded the Council the budget is balanced as proposed, it takes in a series of actions; reported the City's core operating revenues and expenditures are structurally balanced, with one significant

caveat, which is the absorption of the City's sustained, unfunded, accrued liability payment that the City is now subject to with CalPERS; stated they are slowly absorbing that into the budget and, in order to do that this year, the City's \$4.3 million UAL is being effectively covered by a \$3.5 million transfer from their CalPERS reserve fund to cover the expense over time; reported their goal is to have that be part of their full structural revenue and expenditure pro forma and explained their plan to do it; stated their recommendations that evening, as it pertains to the General Fund from a revenue and/or structural savings standpoint, exceed ongoing cost that is accretive to the budget and they have their one-time decision packages that are their enterprise funds and their other annual equipment and vehicle purchase actions; noted they have about \$43,000 of unallocated fund balance; reminded Council that the City's revenues are very conservatively estimated, they used outside, supporting consultants to help with the calculations, and continue to be judicious in showing growth in those areas; provided more details and informed Council that, although it is a conservatively forecasted budget, it is one that he feels is appropriate given the circumstances economically.

More discussion followed.

City Manager Witzansky continued with the presentation; stated there are 52 total decision packages, 34 of those are General Fund related; mentioned the ongoing impact is positive on the structural budget with the proposed decision packages; stated the City's 18 Enterprise Fund decision packages tend to deal primarily with their annual equipment replacements; stated they also have significant one-time expenditures and some ongoing expenditures associated with their transit operations and some of their transit restricted sources of funds; mentioned there are very few new positions in the proposed budget, largely because they are worried about long term core expenditure but the few positions they have recommended have some offsetting; noted they do continue to propose funding for the City's 27 crossing guard locations; stated they are also making continued investments in employee wellness and technology; spoke of the tree trimming costs to the City being a pain point and costly, significant changes to key building permit turnaround and performance, and supplementing existing staffing levels with third party plans for the economic development community; turned the presentation over to Police Chief, Joe Hoffman.

Police Chief Hoffman stated that Redondo Beach being an early adopter of technology has set them apart from a lot of other law enforcement organizations; stated they have been funding a lot of that through one-time funding and grant funding; mentioned that with this decision package, they are seeking to move the majority of that into the core budget; continued the PowerPoint presentation which included:

- Police Technology – Decision Package #23
 - Expanded Drone Program (Autonomous) – Using as a First Responder Program, explained the limitations with the current drone program; noted they received the FAA waiver; stated as long as they have operators that have the FAA certification, they can fly drones 24/7.
 - License Plate Readers increase safety – Hoping to expand to different locations

- in the City.
 - Feedback tools increase transparency – Named platforms they are using: Zen City and Spider Tech
 - Data consolidation system to increase efficiency – Mentioned challenges they have with data points being stored in individual silos and it is critical to connect all of them; reported bringing Peregrine will streamline critical information.
 - Ongoing funding gap: \$187,205
- PD Civilian Personnel Adjustments – Decision Package #32
 - Municipal Services Supervisor – covers full 7-day schedule
 - Social Media Coordinator – need a full-time person; currently have a part-time; mentioned they can work for the whole City.
 - Fiscal Impact – Offset cost through vacant position adjustment, reduction to part-time budget, and increase citation revenue.
- Police Dept Wellness Program – Decision Package #33
 - Mentioned the need for mental health, PTSD situations, variety of components needed.
 - Department events to promote morale and build a healthy organization
 - Fiscal Impact – reduction in workers' compensation among other benefits
- Crossing Guard Program – snapshot
 - 27 Intersections staffed
 - City employed and contractor
 - FY 2024-25 total: \$552,600
- Staffing & Cost Structure – for Crossing Guards
 - Cheaper for the City to do it through City employees
 - Challenging to get enough applications to fill those positions
 - Showed rates for City employees vs Contract employees
 - Contract staffing does bridge gaps, and they do not have to use Police officers, MSOs or other City personnel and take from their primary duties
- Crossing Guard Program – Proposed Funding for 27 sites
 - Core Budget (General Fund): \$212,600 (12 sites)
 - Additional one-time funds: \$367,000 (15 sites)

Chief Hoffman showed maps of the five districts; explained how the 27 crossing guards are broken down in each district, which depends on how many schools are in the district; mentioned they submitted a BRR for two other crossing guard locations: 1) Artesia and the bike path, 2) Inglewood and Grant; said Council should have that in the next batch and it has a detailed overview and analysis of all 29 intersections; summarized the Crossing Guard Program showing a chart with this breakdown:

- Crossing Guard Program – Fiscal Impact
 - Core Budget: 12 intersections = \$212,000

- DP #24: 15 intersections = \$367,000
- Possible add: 2 intersections = \$ 64,800
- Total 29 intersections = \$644,400

Councilmember Kaluderovic asked a clarifying question: The two additional would assume that they were hired through the contract?

Chief Hoffman responded the dollar amount stated here is with contract pricing since that would be the most efficient way for the City to staff those intersections prior to the start of the next school year.

Mayor Light mentioned, back in the day, crossing guards were school kids that were trusted, trained, and given a white belt and badges to handle crossing guard duties; reported there is still a National School Safety Patrol Program and has the Police Department ever looked into this program.

Chief Hoffman stated they have approached the School District with ideas such as PTA, parents, and things like that, but the School District was not interested; mentioned using kids would probably be an issue with the City Attorney and risk management and liability because they would be considered an agent of the City and may expose them to liability.

Mayor Light mentioned putting kids at the less dangerous intersections and using adults at the more dangerous intersections would cost the City less and provide more coverage; stated he knows other school districts are doing it across the nation.

Councilmember Kaluderovic interjected and said she could speak for Washington, and it all depends on the school asking for volunteers and parents willing to show up consistently.

More discussion followed on the use of children and adults, the bad behavior of parents and drivers, and the need to ask the community.

Chief Hoffman reported one of the biggest challenges is the consistency in staffing but noted if the position is filled with an employee or a contractor someone will always show up; spoke of the reliability of volunteers is not guaranteed and not controllable.

Councilmember Obagi asked if DP #24 was for recurring funds, rather than one-time funds for those 15 and incorporated into the core budget, would the number drop because you would hire them on as permanent staff.

Chief Hoffman said it probably would but not during the next fiscal year because he would have to hire 15 people; noted that as they do hire, cost savings would hopefully happen.

Councilmember Kaluderovic asked if the number Chief Hoffman showed for the amount spent on crossing guards last year (over half a million) accounted for the officers that had to fill in for absent crossing guards.

Chief Hoffman stated no, that is just part of their normal operating budget.

Councilmember Waller stated he wanted to hear the City Attorney's opinion before they look into getting children and parent volunteers manning those intersections from a liability standpoint.

Councilmember Castle said, as a former Safety Patrol Captain when he was in fifth and sixth grade, it is definitely possible to do, and they should look into it.

Councilmember Obagi thanked the Chief and stated he supports everything that he's doing to bring the best technology to the Police Department and all he does to keep Redondo safe; mentioned that he loves the work the Social Media Coordinator is doing and felt that would be a great addition to have for all the departments; referenced BRR 17 and saw that someone in the PD wrote about the red light camera possibilities and thought he saw a law passed at the state that only allowed certain cities to use red light cameras.

Chief Hoffman clarified that that applies to only speed cameras; reported that red light cameras are a program that is authorized; noted that there is a lot of work involved and mentioned speaking with the Chief of Culver City and he informed him that it is a robust management process and entails identifying the drivers, sending them the notices, the court follow up and that they use a third party to manage all the systems; stated that there is a significant amount of revenue potential but the endeavor would be challenging.

Councilmember Obagi asked if Chief Hoffman would consider doing a pilot program with one red light camera.

Chief Hoffman responded that if there is an opportunity to increase safety, they would look into it; stated they would need to explore it more because there has been controversy related to it in other cities.

More discussion followed on the possibility of putting a red-light camera on a Caltrans, challenges surrounding using state poles, being creative with the location of the red-light camera, possible violations and accidents associated with doing that.

Councilmember Obagi stated if they wanted to experiment with a red-light camera, he would volunteer Aviation and Grant or Artesia and Rindge.

City Manager Witzansky stated that ideally, they would want to look for an intersection that has modern signal equipment and the electronic and utility infrastructure to support it; spoke of it being worth considering but they would need to go slow, pilot it and not bank revenue associated with citations with it.

Councilmember Behrendt noted that it is controversial, and they would want to be careful to not turn the residents against law enforcement over a couple bucks from the red-light

camera that people hate; stated he would like to include the residents in the decision.

Chief Hoffman noted he just wanted to provide a variety of options related to traffic enforcement for the Mayor and Council to consider to enhance traffic safety.

Councilmember Waller asked if they are using static license plate readers or some on vehicles.

Chief Hoffman reported that they are using both but mostly static; explained that they have parking enforcement vehicles that have license plate readers attached and all the four-hour marking are all digital; spoke of the technology involved and having a combination of mobile and fixed ALPR; mentioned they are looking at an ALPR trailer that can be deployed at various locations.

Councilmember Waller asked who is handling the social media outside of the Police Department.

City Manager Witzansky responded that each department is responsible for their own social media page; noted their goal is to make the current individual full-time and then allow her to integrate with the communications team and support the other departments beyond Police and managed by his office.

Councilmember Waller asked where the funds would come from.

City Manager Witzansky stated it is General Fund contribution.

Councilmember Waller spoke of the Wellness Programs and his support for them.

City Manager Witzansky spoke of the competitiveness of hiring police officers, bringing on new recruits and stated an agency must have a robust wellness program because people do consider their personal well-being and mental health opportunities.

Chief Hoffman welcomed anyone that wants to add to the wellness program; invited everyone to a surfing event on July 29th down at the beach, run by a local foundation that normally does surfing for military and PTSD; asked if the Fire Dept has a similar program, he stated they do and noted that the Sharp Performance coaching platform the City uses showed that the Fire Dept has a 41% utilization rate as opposed to the industry standard of 3% utilization.

City Manager Witzansky announced Andy Winje for the next presentation.

Public Works Director Winje stated he wanted to highlight a few of the City's Decision Packages that are part of the proposed budget; mentioned they have a fuel island that services the City owned vehicles and other vehicles through fuel purchase agreements and reported they have had 13 occasions where it has broken down since July 1st; stated they have been "duct taping" it back together and so DP #28 addresses costs associated

with revisiting those fuel island pumps and rehabilitating that equipment so it is more reliable for internal and external clients; reported having three reorganization positions proposed, which are DPs #34, #35, and # 38; stated #34 has to do with converting one of the City's park caretakers to an irrigation technician specialist, #35 has to do with the change in the Engineering Division from an Assistant Engineer to a Senior Level with extra duties that include plan check service; #38 is converting a position that was formerly a field position (Recycle Ranger) to an office based Solid Waste position that would assist with electronic tracking of waste; reported those are three positions that they are recommending for reorganization, different titles but net zero body/head count in the department; moved on to DP #49 and #50, which he referred to as "truing up of specialized services and materials and supplies"; stated they are recommending that those costs become part of their core budget through an ongoing appropriation to increase specialized services such as elevators and traffic signals; moved on to DP #14 (provided a slide with detailed information and a chart) which is a one-time appropriation for tree trimming; gave more detail regarding the tree trimming contract which included the four year contract with West Coast Arborist that was signed in 2019 and 2023, explained the grids, costs associated with each grid, and how it was funded; noted that \$283,000 is their core budget each year and they have asked for one-time appropriations through the decision package process each year and gave more information about the tree trimming contract.

Councilmember Castle had a question regarding the core budget number of \$283,000; asked where did it come from and why is it fixed over time?

Public Works Director Winje said he wished he could give him the whole answer and spoke about doing a lot of research to find where that number came from; mentioned that over time trees get bigger and with inflationary costs numbers all grow; stated it was probably an appropriate number on real estimated costs way back and over time they have had to increase that number.

City Manager Witzansky added that they have considered converting the core number into something more substantial but noted, as critical as tree trimming is, if it was between retaining staff or public safety and other things, they would consider reduction rather than absorbing it into the budget; stated what they have been doing is one-time funding which sheds light on the issue for the community; reported they are proposing \$590,000 of funding.

Public Works Director Winje noted that a significant portion of the tree trimming contract goes for the City's street trees, which are part of the City's Landscaping Lighting District so that is funded through the General Fund.

Councilmember Waller asked if there was any way to equalize the grid so that the budget could be smoother.

Public Works Director Winje stated it is a combination of the geography of the City; mentioned once the grid is set up it is a bit difficult to just change it.

More discussion followed on the maintenance needed and the types of trees that are higher maintenance.

City Manager Witzansky stated Councilmember Waller's points are well taken and at the conclusion of the current contract, the City will re-evaluate the geography and the inventory to try to smooth it; mentioned possibly cycling the biannual trimming among species and spoke of other ideas.

Councilmember Kaluderovic spoke about the Street and Landscaping Lighting District assessment and mentioned that it was underfunded by \$1.2 million; wanted to clarify if a big chunk of the \$580,000 was to support that.

City Manager Witzansky stated that only includes the core and when they add the DP it will go from \$1.2 to \$1.5; added that, yes, that is a big portion of it.

Councilmember Obagi asked if Public Works Director Winje knew where the grid was when it was developed and how it was developed.

Public Works Director Winje stated he does not and was not with the City at that time.

Councilmember Obagi spoke to the City Manager and told him it occurs to him, that when he sees this grid, that it is not prioritizing the City's economic corridors; mentioned that the trees on Artesia Blvd. look nothing like the trees at the Waterfront; showed a picture of the palm trees and opined that the City's palm trees should not look that shaggy and should be trimmed up; asked how they could go about having a discussion to make changes to the grid or just to prioritize the palm trees.

City Manager Witzansky explained the way to address a specific area is to treat it as a "special" and set aside funding for that particular component of work; noted that the contract they have with their provider allows for extra trimming; stated that the City has the ability to fund that as needed, they would need the appropriation to support it and believed they have a BRR coming regarding the costs for Artesia palm tree.

Public Works Director Winje reported he drafted the BRR last week and it will be ready for the next meeting.

More discussion followed regarding tree trimming.

Councilmember Kaluderovic stated she had one more question about DP #49, regarding if the City could add a bit more color to the sand maintenance adjacent to the Chart House and asked how much that would cost.

Public Works Director Winje said most of the beach is owned and maintained by the county but there is a little beach in front of the Chart House Restaurant that is Redondo Beach's to maintain; gave some background on the item and informed Council due to

changes the City is now responsible for that area; mentioned looking into purchasing equipment or contracting equipment but stated the County is willing to do it very inexpensively so they are entering into an agreement with them; reported the cost is about \$20,000 annually.

Councilmember Obagi asked Director Winje if the City is still utilizing the allocated additional monies for overtime hours for Public Works for cleanup of the Esplanade, International Boardwalk, Artesia Blvd, trash cans, etc. and if so, are they used during certain times of the year such as summertime.

Public Works Director Winje reported high demand during the summer, especially at the Pier, and gave more detail on the use of the monies throughout the year.

Mayor Light asked if the \$100K against the Tidelands and the \$15K against the Uplands in DP #49 is for the Hermosa Beach section.

Rob Osborne, Public Works, came to the podium to answer the question; gave some background regarding DP #49; reported that the Harbor Tidelands includes some of the parking structure which includes elevators, HVAC, and other maintenance items; mentioned that it is not that the demand in the Tidelands grew more than the Uplands but it was just more out of balance for what the City was spending.

More discussion followed and the Mayor disagreed with the imbalance and didn't like the use of taking funds from other sources.

City Manager Witzansky stated they can come back to Council with more detail on the Tidelands' maintenance contract budget before and after this proposed DP; stated the Upland is built into the core budget and much higher than the Tidelands.

Mayor Light stated, outside of this, he would like to understand how the City is allocating and determining; asked if this is a guesstimate or is there science.

City Manager Witzansky stated it is based on past contract expenses and ongoing needs; mentioned staff can give more detail on that and explained how it depends on several factors and on the nature of the contract.

More discussion ensued.

City Manager Witzansky gave some background on what Community Development Director, Marc Wiener, has been working on; explained the DP he would be talking about is one that has been recommended through their assessment and has been identified through department strategic planning conversations.

Community Development Director Wiener explained that this DP is targeted at improving customer service within the Community Development Department; stated that customer service in his department is measured in two ways: interaction with the customers and by

length of time to review the projects; noted the DP will expedite the building plan check process within the department, which has been a bottleneck in their process; provided a slide on Plan-check Operations Improvements and walked through it; reported the department has two in-house plan checkers that issue about 3000 permits a year, about 20% of those plan checks are outsourced to third party consultants and the average review time is 6 to 8 weeks; noted that it is a lengthy process and that the same plan checkers are tasked with working with the customers, guiding the architects on their projects, and helping at the counter; explained the workload is hefty and that a significant amount of them need corrections that extend the review process; stated their goal is to compress the process and are proposing to maintain their two full-time plan checkers but outsource approximately 70% of the plan checks to third party consultants; proposed a 60/40 plan-check revenue share; stated they are anticipating the average review time will go down to 1 to 2 weeks, which will free up the plan checkers to work on the minor applications and turn those around within a couple of days; mentioned this should free up the plan checkers to focus on customer service; reported that they have actually leaned into this system over the past five months with some of the extra funding they had in their contracted professional services budget; noted that it has reduced the review times, led to better customer service, and they have received positive survey responses from it; stated the DP does come with a fiscal impact of approximately \$200,000 annually; stated they recently did a RFP and received multiple proposals and if this is approved will be bringing an agreement to the City Council; noted they included, as part of the terms, that plan checks are to be delivered within 2 weeks, assist with staff and customers, and other performance standards.

Mayor Light asked if it will all be done through iWorq.

Community Development Director Wiener explained iWorq is a permit management system and the consultants are already working this way using the portal system.

Mayor Light asked if he is comparing the fiscal impact to if the City hired more people.

City Manager Witzansky responded no, they are using the current core budget.

Discussion ensued between the Mayor and City Manager.

City Manager Witzansky noted that there are other scenarios but that this model creates flexibility for the City and allows them to expand and contract with permit demand as opposed to carrying fixed costs associated with circumstance; explained how this option allows the City to be more responsive to the building community, help existing personnel to focus on their core competency and their primary issues, and allow a more efficient third party group to execute plan checks that bog down the plan examiners.

Mayor Light explained the feedback he was receiving from people regarding the permit system is that the plan check did not bother them, but that after they addressed the initial issues the City came back with new things for them to fix; asked if all the issues could be addressed in the initial plan check.

City Manager Witzansky felt that is the problem with having only two overly burdened personnel and that this plan would help that issue.

More discussion followed regarding other departments affected by permit review but that this is focused specifically on the building plan check.

Community Development Director Wiener stated another benefit this plan brings is additional experts that could provide second opinions and weigh in on some of the decisions that are being made.

Mayor Light said he is all for outsourcing and noted bringing in more internally has a whole lot of costs associated with it and outsourcing can be sized for demand.

Councilmember Waller asked for a cost estimate on fully sourcing as opposed to outsourcing.

City Manager Witzansky said it depends on how many resources they would need to add; explained that plan examiners are high in demand and that private firms are far more competitive and have more ability to retain top talent; reported even if they did fund it, there is no guarantee they would be successful in recruiting talent; added that a contract helps them hold people accountable through the contract terms.

Councilmember Waller asked what the net cost would be to fully fund 2 to 3 employees.

Community Development Director Wiener stated at least two additional plan checkers are needed and would probably be about \$400,000 fully loaded for both; noted that the City Manager was correct in saying that it would be a tough position to hire.

Mayor Light noted that he received feedback from an architect that told him the contract plan checkers were much better than the City plan checkers.

Community Development Director Wiener mentioned they currently have an expedited process where a person can pay to have it outsourced and this plan would do away with that need.

More discussion followed on the efficiency and effectiveness of this recommended plan.

Councilmember Obagi thanked Director Wiener for providing this much needed change; stated the slow times in the Building Department and the plan check review process have plagued the City for a long time; asked Director Wiener to explain to the Council the next step needed for his department and mentioned Director Wiener spoke to him and Councilmember Behrendt about a Plan Check Supervisor.

Community Development Director Wiener noted that it is not for this budget but that they have been working on a department fee study and stated they will be bringing that to the

City Council in a few months; mentioned there would be some modest fee increases that they would like to apply to hiring a Counter Supervisor; noted it was covered when they discussed the organizational assessment and it was a recommendation and detailed out the role.

Councilmember Kaluderovic referenced DP #4 regarding the development fee increase for the Community Development Department; asked if the 6.7% uniform increase across all fees is based on the same volume of applications that they are currently seeing.

Community Development Director Wiener stated it is to match the cost-of-living salary increases that are occurring this year and to offset the operational cost for the department.

City Manager Witzansky clarified that Councilmember Kaluderovic is asking if the estimated revenue calculation is pursuant to current applications and the answer is yes; they do feel like next year's forecast does look to be comparable to this year's; stated they feel good about that estimate and achieving that estimate on a growth basis.

More discussion followed regarding using reserves and estimating outcomes.

Mayor Light noted that they were only briefed on some of the decision packages tonight and asked if they would hear a briefing on all of them.

City Manager Witzansky stated no, it would take quite a bit of time so they are just giving highlights and mentioned if anyone has questions on any of the DPs they can reach out to directors and staff.

City Manager Witzansky spoke about the budget response report and program; noted they are up to 58 and reported 30 are included in their packet this weekend and hoped to have the other 28 in their packet the next weekend; stated their goal is to try to have this supplemental information to them in as much time as possible, to allow Mayor and Council to consider it as part of their budget motion making; mentioned they may have some in Blue Folder next Tuesday.

Mayor Light referenced a discussion he had with the City Manager about street things and asked if a BRR was needed.

City Manager Witzansky said if it can be answered quickly one is not necessarily needed.

More discussion followed regarding it being a capital conversation and it can be answered next Tuesday; clarified that it is a speed calming concern and a complicated area.

City Manager Witzansky provided a slide and explained that the Planning Commission considered the budget for General Plan consistency; believed they took action to confirm that it is consistent with the General Plan; provided a PowerPoint which included:

- Budget Calendar

- June 2nd – Planning Commission (CIP Review for GP consistency)
 - June 3rd – Operations Focus
 - June 10th – CIP Focus
 - June 12th – Budget & Finance Commission
 - June 17th – Budget & CIP Adoption
- Recommended Actions
 - Re-open Public Hearing
 - Conduct Operating Budget Q&A
 - Take Public Comment
 - Continue Public Hearing to June 10, 2025

Councilmember Obagi mentioned one of the questions that Council has asked all the directors is: what positions does the City see growth needed to support the departments; reported some feedback they received was that the Community Services Department needed a particular position and asked Community Services Director Hause to describe what it is and if a BRR was needed.

City Manager Witzansky responded to the request; stated they can provide a BRR for the additional supervisor position in the Recreation Division; mentioned they may have a vacant position that could offset some of the cost and would like to see some additional revenues identified to cover the balance.

Councilmember Obagi reported he has been Brown Acting with Councilmember Behrendt on crossing guards, and they met with Chief Hoffman; spoke of getting a BRR on it which will identify vehicles, unaccompanied students, total e-Bike riders, etc.

City Manager Witzansky stated they will get the BRR in their packet next week.

Councilmember Obagi reported what they have agreed on is not increasing the number of crossing guards above 27 and that they don't want to pull crossing guards out of each other's count districts; noted that he sees how crossing guards are growing in demand but no one is actually looking at the metrics to see if additional ones are warranted; asked if anyone else had any ideas.

Councilmember Kaluderovic felt objectively none are unnecessary at any intersection but recommended some education and discussion be had with the community to help them understand the financial strain this puts on the City; noted it would be unfair to have this discussion without the community and the families that would be affected by changes to locations of crossing guards not present for that discussion; suggested outreach and community discussion to reallocate crossing guards to the most necessary locations.

Councilmember Obagi announced that he and Councilmember Behrendt prepared a worksheet of their thoughts; said their understanding is that BRR 1 will not change the \$42,906 balance that is left after all this money is approved (Finance Director Stephanie Meyer, nodded in agreement); reported that DP #9 says that Council could do their own

election for the General Plan amendment if they need to run a special election for \$280,000; stated they spoke with City Clerk Manzano and she said it could be done; stated they would vote to take the cheaper in-house option for a savings of \$27,000; noted DP #24 had no impact but questioned the reduction; spoke of DP #45 having a \$250,000 fence at Perry Park that currently does not need to be replaced but will need to be in the future and allocated some money towards it, mentioning the use of Quimby funds.

City Manager Witzansky recommended being clear in the statement where the funding source is coming from.

Councilmember Obagi continued and stated that they also added Quimby Funds to Aviation Park Pickleball; mentioned they had gone to a BRR on this last year and funded it to \$320,000 and that City Manager Witzansky reported they could probably start design this year; noted they added an additional \$200,000 to Pickleball Aviation and that would bring the balance to \$71,000; stated that they spoke to the Mayor and he is satisfied with the amount allocated to Wilderness Park.

City Manager Witzansky interjected that there are estimates for Quimby Funding replenishment this year but given the housing projects that are in the pipeline they remain conservative; mentioned the City will have new Quimby Funds accrue over the next few years.

Councilmember Castle asked what he thought that total would be for the next year.

City Manager Witzansky thought it would be about \$1.6 million or a bit less than that but it does not account for the 46-unit project that is proposed on Pearl and PCH.

Discussion followed regarding funding for Wilderness Park.

Councilmember Obagi spoke about BRR 25 and stated that the fencing on Grant Avenue is bad and reported that would bring the General Fund balance down to \$24,000; mentioned Councilmember Waller is concerned about Comcate, which is BRR #29, and staff is suggesting the upgrade which is \$23,900.

IT Director Mike Cook reported it is a one-time upgrade cost for the project and mentioned other upgrades that would be about \$4,000 but spoke about absorbing that in the operational budget.

City Manager Witzansky clarified that if they were to fund both upgrades it would come out of IT and not General Fund appropriation.

More discussion followed regarding the Comcate upgrade.

Councilmember Obagi moved on to BRR #35 and stated they chose to pursue grant funding for small or medium sensory rooms in one or both of the City's libraries instead of trying to fund that; spoke of the success of grant funding for libraries; stated they are

in favor of BRR 36, funding the replacement of the sailboat to the City's logo on the King Harbor gateway signage and potentially change the font to match the City's logo font which would be an additional \$60,000; spoke about the implementation of the EMS 911 Response fee that had passed two years ago and never got implemented and estimated that would generate about a quarter of a million collecting from insurance companies.

City Manager Witzansky interjected and reported they will be bringing back the implementation contract to Council in the next couple of weeks.

Councilmember Obagi continued to BRR #38, which is flags replacement at International Boardwalk; spoke of it being the option to keep flags around for 18 months with a stash to replace them every 18 months or so; moved to BRR 40, which is adding meters to Herondo, reported it would have a one-time cost of \$54,873, ongoing expenses of \$13,653, and conservative revenue from just 25% utilization for three quarters of the year at \$109,000; reported that would bring the fund balance back up to \$245,000; asked the City Manager to speak about the traffic leaving Herondo.

City Manager Witzansky said he has some thoughts but planned to work with Public Works Director Winje more on the concept to present to City Council next Tuesday; mentioned the idea, which is referenced in the BRR, is to try to improve the throughput particularly in the summer months and busy weekends and without eliminating parking spaces; spoke more about the funding of the project.

Discussion followed between the Mayor and City Manager regarding the metering of the area, the need to follow the City's approved resolution program, jurisdictional authorization, elimination of parking, etc.

Mayor Light pointed out the City is losing revenue because of the free parking available.

Councilmember Obagi suggested for BRR 51, since they are doing a new City flag that they should also create new banners that say Redondo Beach on them and procure services from their vendor; noted his support for allocating additional overtime hours to Public Works because the trash cans on the Esplanade and elsewhere around the City get filled up; stated those are their initial thoughts and it leaves \$141,000 and change.

More discussion followed.

Mayor Light voiced his appreciation to Councilmembers Obagi and Behrendt for sitting down with all the department heads; stated he is supportive of all the things that bring in more revenue and some of those critical things that he highlighted; wanted to preface that he is nervous about being in a \$3.5 million deficit and noted they should be putting money back into the reserve and not spending; felt they could defer some of the things without any harm.

Mayor Light invited public comment.

Mark Nelson announced there was a contingent of people there from the 500-600 block

of Prospect and Frontage Road; stated the issue is the CIP and noted there were two relevant CIP issues: BRR #3, which is the cost of a sound wall and suggested a K-rail would be another safety option, and BRR #22, which came in as a request for speed cushions and went into more detail regarding the problems and dangers with Prospect/Frontage Road and noted BRR #22 is now essentially the traffic calming budget; returned to BRR #3 and mentioned he had traded notes with Director Winje; noted there are some real math problems with it and went into more detail regarding the design and configuration of the cinder block wall and voiced his concerns.

Darryl Boyd, resident at 521 North Prospect Avenue, mentioned that he and his wife purchased it in April 1993 and described how the area has changed over the years; stated that the City has neglected the upkeep and maintenance of the North Prospect Avenue median and the foliage became diseased and died; trash is thrown out of cars, and it has become a complete eyesore; noted that in June 2024, the City, without any prior notice to the residents, completely stripped away the dead shrubbery which also removed any privacy and sound deflection; stated that the City had no plan and many months went by until he initiated a movement to bring the matter to the City's attention; noted, although some progress has been made, his neighborhood has a major traffic and noise problem as well as privacy issues; reported that the street from Pearl to BCHD traffic signal has become a runway or a drag strip for speeding cars; spoke about the increase over the past five years of bad behavior including the ultra loud exhaust cutouts and backfiring from cars; explained how he is a car guy and loves a healthy sounding car but indicated the situation is unbearable; time ran out and no motion to extend was given.

Julie Hernandez, 611 North Prospect, stated she would pick up where Mr. Boyd left off; voiced her frustration with the lack of action on their street; noted they have no trees and for several years had dead trees; spoke of the disappointment of all her neighbors and they feel ignored, unsafe and neglected; reported that she works for the City of Torrance, worked for the Public Works Department, worked for the Streetscape Department so she is not completely unfamiliar with how things get done in a city; mentioned that they care more about hotel and shopping center development; noted that they are only asking for one city block on one side of the street; hoped they could figure something out.

Anastasia Bonholtzer stated she is a local mortgage broker, member of the Redondo Beach Chamber of Commerce, incoming Chair for the Chamber's Member Services and Ambassadors Committee, and serve on boards of both the Chamber and Redondo Beach Rotary Clubs; said she mentioned these not to list credentials but to show how deeply she cares about the City; stated she is here tonight to respectfully request support for the additional fee waivers to help the Chamber continue to host the Super Bowl 10-K; gave some history and background regarding the event; spoke about the event generating revenue for local businesses but that it has become significantly harder to host since costs have risen and requirements have become stricter; reported that it is now \$35,000 to their expenses and as a non-profit it is difficult to absorb; noted that they understand the need for safety and compliance but without additional fee waivers the financial strain threatens the event; asked the Mayor and Council for their support to preserve the long standing Redondo tradition.

Mara Santos, newly elected CEO for the Redondo Beach Chamber of Commerce, requested their consideration for additional fees for Super Bowl 10K; spoke about it being a cherished tradition, promotes wellness and the additional fee waivers would help ensure that the City continues to provide a safe, inclusive and high quality experience for all; noted that the event gives back in meaningful ways such as scholarships for RUHS and supports free business workshops open to all; thanked the Mayor and Council for their time and support.

Mark Hansen mentioned he would be speaking to them on behalf of the Chamber of Commerce as a Board Member and as a King Harbor boater; supported what both Anastasia Bonholtzer and Mara Santos said; spoke in strong support for DP #26 to permanently establish a Harbor Master in the Harbor; stated it makes all the sense in the world to combine those duties with emergency preparedness; spoke positively about Curt Mahoney as Harbor Master; spoke in support of budget response number 38 for an additional economic staff member; mentioned the signature special events and that he is meeting with the principals for the boat parade and a potential new seafarer; voiced his support for the Herondo item.

Wayne Craig (via Zoom), District 1, mentioned discussion of the City Yard came up during the Planning Commission meeting the night before; stated that the Planning Commission discussed whether the City Yard should be added to the Police and Fire Station bond; mentioned it may help with the completion of CIP projects to have a better service yard and spoke about the tough conditions; voiced concern over the crossing guard budget going from \$500,000 to \$644,000 a year; indicated that the costs should be shared with the School District and that a subcommittee was formed to handle this and has been meeting for over a year; felt it would be good to hear if any progress has been made to offset some of those costs.

City Clerk Manzano reported no one online and two eComments, one opposed and one against but informed the Mayor and Council that they will need to read the comments because they are related to certain projects.

Mayor Light asked when they will talk about signature events.

City Manager Witzansky reported they will get a BRR next week with the level of subsidy that has been provided for each of the events; noted any adjustments to that would require an additional appropriation; listed previous years fee waivers and stated they will have the list for Council as part of the packet next week.

More discussion followed.

Chief Hoffman spoke regarding the security measures for the Super Bowl 10K; stated they are working on securing an elaborate system of barricades that they would be able to use over and over again as opposed to using all the Public Works vehicles; mentioned trying to re-appropriate some Homeland Security grant funding that wasn't expended so they

can buy some of those barricades; noted they are working with other South Bay cities that are going to buy the same barricades so they can partner up for large scale events; spoke about the potential to reduce the cost because of the mechanisms they are putting in place.

Mayor Light mentioned that the Mayor of Hermosa approached him regarding sharing the cost of the barricades.

More discussion followed regarding the cost savings associated with the barricades, the Super Bowl 10K event being a meaningful tradition for the City, and the difficulty to keep those events safe.

Councilmember Obagi asked Mara Santos what amount of waiver the Chamber is seeking.

Mara Santos responded that it is in the \$60,000 range on top of the \$35,000 for security measures.

Councilmember Obagi asked if they have considered reducing the event to a 5K because the cost to protect the 10K course is a lot of the expense.

Mara Santos spoke about the tradition of the event, the incidents that have contributed to the extra costs (ie. 911), and that the City's continued support is requested.

Councilmember Kaluderovic asked if the attendees Mara Santos reported was 5,000 and Mara Santos responded that it is 5,000 plus.

Councilmember Behrendt asked if they have considered asking for a higher entry fee to offset some of the costs.

Mara Santos stated that they had increased the fees last year and they saw a drop of about 1,000 runners.

Councilmember Obagi asked about the BRR regarding Prospect Avenue.

City Manager Witzansky reported that Operations is working on addressing the median, they are close to having the irrigation sourced and installed and that they have selected the plants.

Public Works Director Winje reported that the taller hedges arrived that day and they are planning work starting Thursday.

Councilmember Obagi asked if they would help with the sound.

Public Works Director Winje responded that they are currently small but eventually would help; reported they are not as large as the oleanders that were there before.

City Manager Witzansky explained that the plant choice was necessary to have a more sustainable solution for longer term; stated that they understand that the residents would like more and sooner and will continue to work on the problem.

Councilmember Obagi stated that this is the first he has heard of the problem and now they can work towards a solution.

Councilmember Kaluderovic reported that she and the Mayor have met with residents there and noted there are layers of issues that need to be addressed along that street; stated that the Public Works Commission has weighed in on it and they are working through certain steps; understood it is not being handled quickly enough for the residents.

Motion by Councilmember Obagi, seconded by Councilmember Castle, to continue the item to June 10, 2025.

Motion carried 5-0 by voice vote.

Motion by Councilmember Behrendt, seconded by Councilmember Kaluderovic, to take a 10-minute break.

Motion carried 5-0 by voice vote.

Mayor Light called the meeting back to order from the recess 10:10 p.m.

ROLL CALL

Councilmembers Present: Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light

Councilmembers Absent: None

Officials Present: Eleanor Manzano, City Clerk
Mike Witzansky, City Manager
Joy Ford, City Attorney

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION REGARDING THE SELECTION OF A TRANSIT OPERATIONS SERVICE PROVIDER FOR THE BEACH CITIES TRANSIT SYSTEM APPROVE A MULTI-YEAR AGREEMENT WITH PARKING CONCEPTS, INC. DBA TRANSPORTATION CONCEPTS TO PROVIDE BEACH CITIES TRANSIT FIXED ROUTE AND WAVE DIAL-A-RIDE SERVICES IN THE AMOUNT OF \$29,754,503 FOR THE TERM OF JULY 1, 2025 THROUGH JUNE

30, 2031

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

Community Services Director Hause stated they are presenting staff's recommendation for the service provider for transit operations; introduced Tyron Gunn, Transit Manager, and Dan Boyle, Transportation Consultant, and mentioned that the recommended operator for the City's transit system are all in the audience.

Transit Manager Gunn stated they are there tonight to present the City Transit Contract award for BCT fixed route and WAVE Dial-A-Ride Transit service; presented a PowerPoint, which included:

- Overview
 1. Beach Cities Transit Background
 2. Request for Proposal Evaluation Process – Dan Boyle
 3. Cost Analysis
 4. Recommendation – Transit concepts
- BCT – Fixed Route
 - Fixed Routes – Lines 109 and 102 – 15 Fixed Route CNG Vehicles
 - 20 buses that provide the Fixed-Route services
 - WAVE Dial-A-Ride – tends more to the elderly
- BCT Transit Operations – provided a flow-chart
 - Dispatch and scheduling
 - Vehicle maintenance
 - Management, oversight, and reporting
 - Maintain bus stops
- BCT – RFP Process
 - October 15, 2024 – Council did approve for the Transit Operation and Management RFP
 - November 22, 2024 – 5 people submitted RFPs – 1 disqualified for improper paperwork
 - February 28, 2025 – Bidder interviewed at City Hall
 - Final bidders: Keolis Transit Service, MV Transportation, Transdev Services Inc., and Transportation Concepts

Transit Manager Gunn introduced Dan Boyle and explained he would go over the evaluation process.

Dan Boyle, Dan Boyle & Associates, mentioned he was one of the four evaluators for the scoring of the proposals; noted that Diane Amaya, former RB interim Transit Manager, asked him to participate; stated all four of them read all four of the proposals, met the day before the interviews to organize thoughts and questions, they scored each of the

proposals they read prior to the interviews and after the interviews; provided a slide showing the results of the scorecards and explained the possible points; reported that each of them scored Transportation Concepts as number one, unanimously.

Mayor Light interjected to ask who did the financial viability portion of the chart; questioned the viability of the company chosen since they scored second lowest in viability.

Dan Boyle responded that the City's Finance Department provided those results; mentioned the company chosen is a smaller company and that may affect the viability score and asked that the Finance Department answer that after he is done; mentioned that the City would be the largest client the company chosen would have, which he felt was important; provided a Cost Comparison (6 years) graph and explained that the top ranked firm was also the lowest cost; gave the floor back to Transit Manager Gunn.

Transit Manager Gunn provided the explanation of the Cost Comparison chart for year 1; mentioned that some things stand out and one being the Labor and Fringe; explained that Transportation Concepts put a high volume and a high interest in making sure that they meet the mark of the market, and that they invest in their employees which retains them and keep them coming to work; pointed out that there is no start up cost with Transportation Concepts because they have had the contract for the last 15 years.

Mayor Light asked if transition costs were built into what they saw in the last slide.

Transit Manager Gunn replied yes, it is a combination of everything.

Discussion followed regarding transition costs being removed (noted that Transportation Concepts would still be lower even if the transition costs were removed), it not being reflective of the service you may receive, Transportation Concepts having thin management and whether that is a red flag; highlighted that TC is a small company as opposed to some of the other companies in the RFP, spoke of the requirements of the RFP and that each was evaluated.

Dan Boyle stated what stood out for him was that the General Manager had been with Transportation Concepts for a long time and the other candidates only had about two years with the companies; noted that influenced his choice.

Transit Manager Gunn continued on with the presentation; stated that TC was ranked #1 on combined evaluations and ranked #1 by each evaluator; provided a slide:

- Current Financial Climate
 - Unpredictable
 - Contract provisions to ensure fiscal flexibility
 - Any changes above 25% to service hours, City and Contractor may renegotiate service rate

- Recommendation
 - Award the contract for BCT Fixed-Route & WAVE Dial-A-Ride Transit Services to Transportation Concepts
 - 6 Years for \$29,754,503

Mayor Light asked if they have gotten any indication on what the funding would be for this year.

Transit Manager Gunn said yes, and it is about a 7% to 8% decrease from last year; explained that the funding was extremely high coming out of Covid; stated they crunched the numbers based on the next six years at 10%, and 15%.

More discussion followed regarding the reality of the number; Community Services Director Hause stated they are good for this number.

Councilmember Waller asked if the route adjustments affect the City.

Transit Manager Gunn stated they do not.

Community Services Director Hause asked the Transportation Concepts team to come up and introduce themselves.

David Mueller, President of Parking Concepts and Transportation Concepts, Brett Baum, Project Manager for the contract, and Christopher Lamp, Operations Manager, all introduced themselves.

David Mueller stated they are honored to be recommended for this job; spoke about them being a small company and the other candidates being the big dogs; spoke about the amount of vehicles for the job being in their “sweet spot” and what they are comfortable doing; mentioned that they value their reputation and never want to disappoint their client so they do not take jobs they cannot handle; opined that the big companies can not give the client the attention they can; spoke of serving the City for 15 years and that it is their flagship transportation account and very important to them; mentioned Redondo Beach is their showpiece for references; opined that the owner of the company is very ethical and his concern is to look out for the client and the employees; stated they have developed a good formula and great relationships with Redondo Beach; reported that they are adding management people for this contract and implementing new technology and communication tools.

Mayor Light expressed that he is glad to hear they will be adding more management staff to support the job; felt it all sounded solid.

Councilmember Obagi asked staff if the contract preserves the City’s ability to change lines, and reroute the buses as needed.

Director Hause replied yes, it does because they base it on the number of service hours

and not where the stops are.

David Mueller pointed out that they would be working for the City so what the City wants they will respond to those needs.

Councilmember Obagi added that he has heard from the youth of the community that buses don't go to where they want to go; mentioned they may need to reroute some buses to accommodate that request.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to award the contract for BCT Fixed-Route and WAVE Dial-A-Ride transit services to Transportation Concepts.

Mayor Light invited public comment.

City Clerk Manzano reported no one online and no eComments for the item.

Mayor Light mentioned this is a "no brainer", existing contractor, the best and lowest price, and great performance.

Motion carried 5-0 by voice vote.

N.2. DISCUSSION AND POSSIBLE ACTION REGARDING PROPOSED AMENDMENTS TO RULES 1111 AND 1121 OF THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT'S GOVERNING BOARD THAT WOULD BAN RESIDENTIAL GAS-FIRED FURNACES AND WATER HEATERS IN THE REGION

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

Luke Smude, Assistant to the City Manager, reported this item comes from the South Coast Air Quality Management District; stated they proposed some rule changes to rules 1111 and 1121 that would apply to natural gas fired furnaces and then natural gas fired water heaters; stated their aim is to reduce nitrous oxide emissions in the environment by helping stimulate a move to all electric in homes; noted that he used the word "ban" in his Admin Report but it is not a full out ban on these devices; noted this item was brought to staff to create a resolution or letter taking a policy position and he is there to "tee it up" for the Mayor and Council to discuss whether or not they would like to take a position on it.

Mayor Light stated initially this was to force all new building in 2027 and beyond to use electric furnaces and electric water heaters; said it went further and by 2030, no one can sell gas powered or gas fueled heaters or furnaces to anyone and forcing everybody onto electric as furnaces or water heaters fail; explained what that would mean for the tens of thousands of residents in Redondo Beach and the high cost it would bring; reported that he has been opposed to this from the start and noted that many people complained; mentioned that if manufacturers do not achieve the goals set there will be penalties and

noted that those will be passed down to the consumer or they will just stop selling the units; stated he worked with Luke Smude on a draft for his recommendation and its in the Blue Folder; mentioned he is okay with the new construction having to switch over, but opposed any of their methodology for charging existing ones, and is flexible and can oppose the whole thing.

Councilmember Castle voiced his concern, even for new housing, over affordable housing in California and not only over the purchase price of new construction, but also its operating costs and operating electric furnaces to heat homes; asked to take out the line where it just limits it to new construction.

Councilmember Behrendt stated that he had the same thought of removing that third paragraph; opined it is totally contrary to the mission and goal and actions of their City, which is to promote affordable housing and affordable living; suggested that Holly Mitchell, their County Supervisor, should be copied on the letter to the Executive Officer of the South Coast Air Quality Management District; recommended to add something in the letter that states they are in favor of affordable housing and are concerned that this could undermine that.

Discussion followed regarding the letter.

City Manager Witzansky recommended they get the letter to as many pertinent people as possible, especially Holly Mitchell's office.

Councilmember Kaluderovic disagreed with eliminating the line suggested by Councilmember Castle; felt it "threads the needle" of achieving the direction of AQMD in creating a more sustainable environment, but also not overburdening all of the housing; stated she supports the letter as written.

Councilmember Waller spoke of having mixed feelings about taking out the red on the letter; mentioned that his house would not be able to support the changes being asked; suggested a compromise of gas fired water heaters because electric water heaters are more efficient; agreed that the costs will be very high for repairs.

Councilmember Obagi mentioned they need to consider that the tariffs being enacted have increased the cost of solar power; said that they are not going greener by moving to electricity plus the City's grid will not be able to handle all the electric cars; felt the policy is not wise and may be more costly going solar.

Motion by Councilmember Behrendt, seconded by Councilmember Obagi, to approve the letter sans the red, for reasons that were discussed.

Mayor Light wanted some minor wordsmithing to raise the concern of additional operational costs.

Councilmember Behrendt said he is fine with that, and Councilmember Castle seconded

that amended motion.

Mayor Light asked if anyone was online to speak.

City Clerk Manzano reported Wayne Craig.

Wayne Craig, District 1, thanked the Mayor and Councilmembers Obagi and Castle for responding to this issue after he brought it to their attention last month; stated the result of the proposed South Coast Air Quality Management rules 1111 and 1121 will mandate higher costs on consumers at a time no one can afford it; went into detail on the impacts both amended regulations will have on consumers; reported that South Coast Air Quality Management staff developed the proposed regulations behind closed doors without transparency or review; urged the Council to send a letter of opposition to this proposed rule change immediately, as South Coast Air Quality Management District will be voting on this matter within a couple of weeks; suggested to also expedite it to the South Bay Cities COG.

Grace Peng mentioned that she wrote an eComment and that the League of Women Voters also wrote a letter; stated she is the California Energy Team Leader for the League of Women Voters; said she has been studying the issue and has been electrifying her home in Redondo Beach to find out what the market conditions are and contractor availability; stated she upgraded to an electric heat pump heater for a furnace and a/c and she cooks with electricity and is doing it all with a 100 AMP panel; mentioned she asked her electrician if she needed a larger sized panel and he said no and could just install a smart switch on her panel; noted there is a lot of disinformation out there and that the City's community scale grid is actually pretty good; reported she runs the Water and Infrastructure Group monthly series; stated an SCE rep spoke to them and said Redondo Beach's grid is ready and should have no operational issues and contractors are available; noted that Rheem hot water heaters are available and made in the US.

City Clerk Manzano reported that there were two eComments in support.

Motion carried 4-1 by voice vote. Councilmember Kaluderovic was opposed and stated she preferred it as written and not amended.

O. CITY MANAGER ITEMS P. MAYOR AND COUNCIL ITEMS Q. MAYOR AND COUNCIL REFERRALS TO STAFF

City Manager Witzansky stated he would start querying the Council on their July calendars to see if anyone had any conflicts; mentioned that it would be for July 1, 8, and 15; stated there is one week off between their last budget hearing; noted it will be a busy July calendar.

More discussion followed.

City Manager Witzansky announced staff will have strategic plan objectives for the

Council next Tuesday for consideration of adoption.

Motion by Councilmember Obagi for a referral for discussion about the TOT in Redondo and whether they could exempt new hotels from that.

Councilmember Kaluderovic asked if that could include the Marine Avenue hotels and update their participation on the tax.

Councilmember Obagi agreed to the amendment and Councilmember Kaluderovic seconded the motion.

Motion carried 5-0 by voice vote.

R. RECESS TO CLOSED SESSION - None

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

JAMS Arbitration Case Reference No. 5220006179 [Hon. Candace Cooper [Ret.]] Harry Stuver, et. al v. Redondo Beach Police Department and City of Redondo Beach

R.2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(4). Two potential cases

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:

**Gornbein, Jennifer vs. City of Redondo Beach; and DOES 1 to 50, inclusive
Case Number: 24TRCV03931**

S. RECONVENE TO OPEN SESSION - None

T. ADJOURNMENT – 11:00 p.m.

T.1. ADJOURN IN MEMORY OF JIM ALLEN, FORMER CITY EMPLOYEE

City Manager Witzansky spoke highly of Jim Allen, mentioned he worked in the Waterfront Department for many years and left to deal with his illness; stated he was a fighter and will be missed.

Motion by Councilmember Waller, seconded by Councilmember Castle, to adjourn the

meeting at 11:00 p.m. in memory of Jim Allen, former City employee.

Motion carried 5-0 by voice vote.

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, June 10, 2025, 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

H.4., File # 25-0758

Meeting Date: 7/1/2025

To: MAYOR AND CITY COUNCIL
From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

PAYROLL DEMANDS

CHECKS 30271-30290 IN THE AMOUNT OF \$17,123.62, PD. 6/20/25

DIRECT DEPOSIT 296539-297200 IN THE AMOUNT OF \$2,499,280.69, PD. 6/20/25

EFT/ACH \$9,346.45, PD. 6/6/25 (PP2512)

EFT/ACH \$471,134.70, PD. 6/16/25 (PP2511)

EFT/ACH \$470,565.40, PD. 6/30/25 (PP2512)

ACCOUNTS PAYABLE DEMANDS

CHECKS 120155-120369 IN THE AMOUNT OF \$1,861,040.00

EFT CALPERS MEDICAL INSURANCE \$503,889.97

DIRECT DEPOSIT 100009532-100009621 IN THE AMOUNT OF \$102,224.95, PD. 7/1/25

REPLACEMENT DEMANDS 120153-120154

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

- 07012025_RECOMMENDATION_TO_APPROVE
- 07012025_VENDOR_INVOICE_LIST

**RECOMMENDATION TO APPROVE
PAYROLL AND ACCOUNTS PAYABLE
COUNCIL MEETING JULY 1, 2025**

a. Payroll Demands

- Checks 30271-30290, \$17,123.62, Pd.6/20/25
- Direct Deposit 296539-297200, \$2,499,280.69, Pd.6/20/25
- EFT/ACH \$9,346.45, Pd. 6/6/25 (PP2512)
- EFT/ACH \$471,134.70, Pd. 6/16/25 (PP2511)
- EFT/ACH \$470,565.40, Pd. 6/30/25 (PP2512)

b. Accounts Payable Demands

- Checks 120155-120369, \$1,861,040.00
 - Dated 6/30/25 for fiscal year-end reconciliation purposes. Checks will be held until following Council approval on 7/1/25.
- EFT CalPERS Medical Insurance \$503,889.97
- Direct Deposit 100009532-100009621, \$102,224.95, Pd. 7/1/25

Replacement Demands

120153	Moffatt & Nichol (Replaced ck #118392-Correction)	\$91,432.73
120154	Fire Smart Promotions (Replaced ck #119233-Never rec'd)	\$1,116.90

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
15064 2420 IVES AVE LLC										
E2024-088A		06/09/2025	10323054	07012025	120155	1,500.00	06/20/2025	INV	PD	REFUND PERMIT E2024-088A
E2024-2130		06/09/2025	10323053	07012025	120155	1,000.00	06/20/2025	INV	PD	REFUND PERMIT E2024-2130
E2024-2241		06/09/2025	10323055	07012025	120155	1,041.00	06/20/2025	INV	PD	REFUND PERMIT E2024-2241
						3,541.00				
5820 ADMINISURE										
17993		06/15/2025	10323590	07012025	120156	12,200.00	06/23/2025	INV	PD	GL & WC JULY 2025
8759 ALAN'S LAWNMOWER & GARDEN CENTER										
88582		06/18/2025	10323533	07012025	120157	170.66	06/19/2025	INV	PD	TRENCH SHOVELS FOR PARKS
89068		06/18/2025	10323534	07012025	120157	154.81	06/19/2025	INV	PD	LANDSCAPE PARTS FOR PARKS
						325.47				
12747 ALL CITY MANAGEMENT SERVICES INC										
102052	6578	06/11/2025	10323321	07012025	120158	6,667.11	06/23/2025	INV	PD	05/25/2025-06/07/2025 CRO
11750 ALLIED UNIVERSAL SECURITY SERVICES										
168811		06/16/2025	10323249	07012025	120159	6,947.41	06/16/2025	INV	PD	USHER SERVICES FOR SDM 6/
168812		06/16/2025	10323250	07012025	120159	1,116.07	06/16/2025	INV	PD	USHER SERVICES FOR ALLIAN
168813		06/16/2025	10323252	07012025	120159	1,551.88	06/16/2025	INV	PD	USHER SERVICES FOR ALLIAN
168814		06/16/2025	10323253	07012025	120159	3,872.61	06/16/2025	INV	PD	USHER SERVICES ALLIANCE C
168815		06/16/2025	10323254	07012025	120159	1,668.00	06/16/2025	INV	PD	USHER SERVICE ALLIANCE HA
						15,155.97				
176 AMERICAN TEXTILE MAINTENANCE COMPANY										
21243132		06/06/2025	10323310	07012025	120160	279.20	06/19/2025	INV	PD	Inmate Linen
21244965		06/10/2025	10323312	07012025	120160	262.45	06/19/2025	INV	PD	Inmate Linen
21246955		06/13/2025	10323313	07012025	120160	264.90	06/19/2025	INV	PD	Inmate Linen
21248884		06/17/2025	10323314	07012025	120160	287.47	06/19/2025	INV	PD	Inmate Linen
						1,094.02				
4157 AMERON POLE PRODUCTS, INC.										
128354	6656	06/05/2025	10323222	07012025	120161	28,674.71	06/05/2025	INV	PD	PURCHASE CONCRETE & STEEL
6744 ANDY'S TERMITE & PEST CONTROL										
20251009	6927	06/19/2025	10323582	07012025	120162	9,350.00	06/20/2025	INV	PD	TERMITE ABATEMENT AT HIST
15062 ANGEL CITY CHORALE										
5232025		06/16/2025	10323248	07012025	120163	800.07	06/16/2025	INV	PD	PARTIAL REFUND ANGEL CITY
13587 ANTHONY, TORYE										
156899		06/17/2025	10323284	07012025	120164	214.50	06/17/2025	INV	PD	REFUND 156899 1SUM0306-02

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
11925	ARDURRA GROUP, INC.									
165276	6938	06/10/2025	10323182	07012025	120165	819.00	06/20/2025	INV	PD	CONSTRUCTION MANAGEMENT R
12137	AT&T									
567374		05/30/2025	10323360	07012025	120166	95.00	05/30/2025	INV	PD	TOWER AREA SEARCH BY DET
14436	AVELLEYRA, TANYA									
158292		06/16/2025	10323244	07012025	120167	200.00	06/16/2025	INV	PD	REFUND 158292 WP RETURN D
15096	BAER TREGER LLP									
061825		06/18/2025	10323594	07012025	120168	25,000.00	06/23/2025	INV	PD	6/25 J. Gornbein BI Loss
291	BAKER & TAYLOR									
2039083053		05/27/2025	10323232	07012025	120169	1,816.13	06/26/2025	INV	PD	BOOKS
2039086597		06/03/2025	10323449	07012025	120169	389.54	07/02/2025	INV	PD	BOOKS
2039092795		06/02/2025	10323448	07012025	120169	495.17	07/01/2025	INV	PD	BOOKS
2039105650		06/06/2025	10323450	07012025	120169	973.81	07/05/2025	INV	PD	BPPKS
2039107088		06/11/2025	10323445	07012025	120169	213.17	07/10/2025	INV	PD	BOOKS
2039112662		06/05/2025	10323459	07012025	120169	51.23	07/03/2025	INV	PD	JUVY BOOKS
2039118442		06/05/2025	10323463	07012025	120169	23.71	07/03/2025	INV	PD	BOOKS
2039130341		06/10/2025	10323458	07012025	120169	58.86	07/09/2025	INV	PD	JUVY BOOKS
2039131423		06/13/2025	10323465	07012025	120169	136.33	07/12/2025	INV	PD	BOOKS
H72537730		05/21/2025	10323231	07012025	120169	77.28	06/20/2025	INV	PD	AUDIOVISUAL
H72580460		05/27/2025	10323452	07012025	120169	64.15	06/26/2025	INV	PD	AUDIOVISUAL
H72611900		05/31/2025	10323453	07012025	120169	120.89	06/30/2025	INV	PD	AUDIOVISUAL
H72657330		06/06/2025	10323455	07012025	120169	97.85	07/05/2025	INV	PD	AUDIOVISUAL
						4,518.12				
15084	BARRETT, CHLOE									
157952		06/19/2025	10323476	07012025	120170	200.00	06/19/2025	INV	PD	REFUND 157952 AV RETURN D
6328	BAYSIDE MEDICAL CENTER									
00184703		06/19/2025	10323499	07012025	120171	1,480.00	06/19/2025	INV	PD	Inmate ok to books for Ma
10879	BH SUNRISE LLC									
1914BELMONT-REFUND		06/19/2025	10323547	07012025	120172	3,000.00	06/20/2025	INV	PD	DEMO DEPOSIT REFUND FOR 1
11865	BIKE CONCIERGE, LLC									
127527		06/11/2025	10323325	07012025	120173	533.90	06/23/2025	INV	PD	LABOR AND SUPPLIES - BIKE
11059	BLACKSTONE PUBLISHING									
2199423		05/28/2025	10323229	07012025	120174	70.00	06/27/2025	INV	PD	AUDIOVISUAL
2200377		06/06/2025	10323436	07012025	120174	274.14	07/05/2025	INV	PD	AUDIOVISUAL
2200514		06/09/2025	10323434	07012025	120174	35.00	07/08/2025	INV	PD	AUDIOVISUAL

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
3121 BLUE DIAMOND						379.14				
4107104		06/09/2025	10323353	07012025	120175	2,493.14	07/10/2025	INV	PD	SHEET ASPHALT, AC 3/8 FIN
4122745		06/16/2025	10323496	07012025	120175	1,040.78	07/10/2025	INV	PD	SHEET ASPHALT, EMULSION B
411 BORDEN DECAL COMPANY						3,533.92				
0095634		06/11/2025	10323106	07012025	120176	1,032.88	06/23/2025	INV	PD	WATERFRONT PARKING PERMIT
14363 BRADFORD, JOHN										
E2022-1409		06/09/2025	10323239	07012025	120177	295.00	06/20/2025	INV	PD	REFUND PERMIT E2022-1409
4763 BRENNTAG PACIFIC INC										
BPI523125	6903	06/05/2025	10323320	07012025	120178	4,016.41	07/05/2025	INV	PD	PURCHASE CHEMICALS FOR SE
BPI523476	6903	06/06/2025	10323660	07012025	120178	3,060.86	07/06/2025	INV	PD	6/9 PURCHASE CHEMICALS FO
BPI525193	6903	06/13/2025	10323352	07012025	120178	4,403.28	07/13/2025	INV	PD	PURCHASE CHEMICALS FOR SE
BPI525557	6903	06/16/2025	10323408	07012025	120178	3,422.77	07/16/2025	INV	PD	PURCHASE CHEMICALS FOR SE
15072 BUCK, KATHERINE						14,903.32				
06232025KB		06/17/2025	10323471	07012025	120179	565.90	06/23/2025	INV	PD	BUCK TRAVEL EXP REIMBURSE
363 BUREAU VERITAS NORTH AMERICA, INC.										
RI25025437	6382	06/18/2025	10323529	07012025	120180	280.00	06/19/2025	INV	PD	BUREAU VERITAS PLAN CHECK
15082 BURNS, JESSICA										
157080		06/19/2025	10323474	07012025	120181	420.75	06/19/2025	INV	PD	REFUND 157080 1SUM0328-03
577 CALIFORNIA WATER SERVICE										
0125637138-061025		06/10/2025	10323395	07012025	120182	1,589.92	06/30/2025	INV	PD	FISHERMANS WHARF 5/8/25 -
2754759120-060625		06/06/2025	10323427	07012025	120182	7,645.39	06/25/2025	INV	PD	MANHATTAN BEACH, ARTESIA,
4829034224-060225		06/02/2025	10323311	07012025	120182	225.89	06/23/2025	INV	PD	230 PORTOFINO WAY 4/10/25
6428284669-052925		05/29/2025	10323148	07012025	120182	18,286.02	06/17/2025	INV	PD	TORRANCE BLVD, FORD AVE,
9779295077-052825		05/28/2025	10323151	07012025	120182	32,602.42	06/16/2025	INV	PD	TORRANCE BLVD, HARBOR DR,
12923 CAM PROPERTY SERVICES						60,349.64				
116739	6628	06/20/2025	10323554	07012025	120183	27,243.33	06/23/2025	INV	PD	June 2025 CAM Manage and
594 CANON FINANCIAL SERVICES, INC.										
41227718	6849	06/11/2025	10323116	07012025	120184	4,369.99	06/12/2025	INV	PD	Year 2 of 5 Canon Lease M
15028 CANON USA 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
6012076093	6916	05/31/2025	10323061	07012025	120185	267.56	06/10/2025	INV	PD	PER PAGE COPY CHARGES FOR
6012076094	6916	05/31/2025	10323060	07012025	120185	522.80	06/10/2025	INV	PD	PER PAGE COPY CHARGES FOR
6012076095	6916	05/31/2025	10323059	07012025	120185	827.05	06/10/2025	INV	PD	PER PAGE COPY CHARGES FOR
6012076096	6916	05/31/2025	10323058	07012025	120185	288.79	06/10/2025	INV	PD	PER PAGE COPY CHARGES FOR
6012076097	6916	05/31/2025	10323057	07012025	120185	407.39	06/10/2025	INV	PD	PER PAGE COPY CHARGES FOR
6012076098	6916	05/31/2025	10323062	07012025	120185	133.36	06/10/2025	INV	PD	PER PAGE COPY CHARGES FOR
6012168458	6916	06/05/2025	10323117	07012025	120185	620.01	06/12/2025	INV	PD	PER PAGE COPY CHARGES FOR
						3,066.96				
15020 CENGAGE LEARNING INC										
999100481436		05/27/2025	10323230	07012025	120186	87.22	06/26/2025	INV	PD	BOOKS
999100499347		05/30/2025	10323440	07012025	120186	134.17	06/29/2025	INV	PD	BOOKS
999100537804		06/06/2025	10323444	07012025	120186	163.75	07/05/2025	INV	PD	BOOKS
999100539635		06/07/2025	10323443	07012025	120186	195.01	07/06/2025	INV	PD	BOOKS
999100557795		06/10/2025	10323441	07012025	120186	225.46	07/09/2025	INV	PD	BOOKS
999100572619		06/12/2025	10323439	07012025	120186	86.40	07/11/2025	INV	PD	BOOKS
						892.01				
15070 CERTIFIED ROOFING APPLICATORS INC										
2025-0814		03/24/2025	10323530	07012025	120187	2,009.74	06/19/2025	INV	PD	REFUND FOR PERMIT THAT WA
660 CHARLES ABBOTT ASSOCIATES INC										
69023	6497	06/17/2025	10323539	07012025	120188	8,882.50	06/20/2025	INV	PD	POLYSTYRENE,SINGLE-USE PL
661 CHARLES E. THOMAS CO.										
117814	6924	05/29/2025	10323045	07012025	120189	6,614.78	06/29/2025	INV	PD	UNLEADED FUEL PUMP REPAIR
13000 CHARTER COMMUNICATIONS										
237747601060125		06/01/2025	10323328	07012025	120190	457.36	06/17/2025	INV	PD	MONTHLY FEES ACCOUNT 2377
705 CITY OF REDONDO BEACH										
06112025		06/24/2025	10323664	07012025	120191	507.92	06/24/2025	INV	PD	PETTY CASH
709 CITY OF TORRANCE										
00020000015775-60225		06/02/2025	10323303	07012025	120192	55.10	07/03/2025	INV	PD	18140 HAWTHORNE BLVD 03/2
00020000015794-60225		06/02/2025	10323315	07012025	120192	632.18	07/03/2025	INV	PD	17560 HAWTHORNE BLVD 03/2
TorrIRR3.24-5.27.25		06/20/2025	10323569	07012025	120192	2,102.33	06/23/2025	INV	PD	Torrance Water service da
TorrWater3.24-5.27.2		06/20/2025	10323567	07012025	120192	235.48	06/23/2025	INV	PD	Torrance Water service da
TorrYard3.24-5.27.25		06/20/2025	10323566	07012025	120192	200.53	06/23/2025	INV	PD	Torrance Yard service day
						3,225.62				
725 CLEAN ENERGY										
CE12784374	6605	06/20/2025	10323558	07012025	120193	22,595.29	06/23/2025	INV	PD	May 2025 Clean Energy Fue
CE12786501	6883	06/09/2025	10323204	07012025	120193	5,348.99	07/24/2025	INV	PD	CNG M&O MAY 2025
						27,944.28				
12849 CLEAR INC										

CITY OF REDONDO BEACH



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January - March2025		06/06/2025	10323597	07012025	120194	32,925.00	06/23/2025	INV	PD	1/25 - 3/25 Services
14427 CLIFTONLARSONALLEN LLP										
L251365579	6453	06/10/2025	10323238	07012025	120195	7,560.00	06/16/2025	INV	PD	FISCAL YEAR AUDITING SERV
11907 COBRA-ADVANTAGE ADMINISTRATORS										
184734		05/31/2025	10323588	07012025	120196	455.90	06/23/2025	INV	PD	BENEFITS-PARTICIPANT FEES
14801 COLBERT, ROY E.										
25-007.301	6739	05/19/2025	10323056	07012025	120197	12,000.00	06/19/2025	INV	PD	DESIGN SERVICES OF ADMIN
15065 COMMERCIAL & RESIDENTIAL PLUMBING, INC										
E2024-093		06/09/2025	10323052	07012025	120198	1,500.00	06/20/2025	INV	PD	REFUND PERMIT E2024-093 7
14916 COMMERCIAL BUILDING MANAGEMENT,										
70787	6638	06/01/2025	10323212	07012025	120199	11,968.47	06/13/2025	INV	PD	MAY '25 JANITORIAL SERVIC
70788	6638	06/01/2025	10323213	07012025	120200	649.50	06/13/2025	INV	PD	MAY '25 AVIATION PARK SAT
7681 COMPLETE PAPERLESS SOLUTIONS						12,617.97				
4378	6199	03/03/2025	10323682	07012025	120201	16,269.86	06/24/2025	INV	PD	CPS- LASERFICHE SOFTWARE
6987 CONTROL, INC.										
3962572		06/13/2025	10323422	07012025	120202	611.24	06/19/2025	INV	PD	COIN BAGS
15098 COOK, MIKE										
155-06092025		06/24/2025	10323692	07012025	120203	155.40	06/24/2025	INV	PD	MIKE COOK EXPENSE REPORT
275-06122025		06/24/2025	10323691	07012025	120203	275.20	06/24/2025	INV	PD	MIKE COOK EXPENSE REPORT
12980 CORRAO, JOSHUA						430.60				
RBFA 04/01/25		04/01/2025	10323585	07012025	120204	125.00	06/23/2025	INV	PD	RBFA FIRE FIGHTER RPGRAD
RBFA 4/1/25		04/01/2025	10323584	07012025	120204	200.00	06/23/2025	INV	PD	RBFA FIRE FIGHTER 2 UPGRA
3648 COUNTY OF L.A. DEPT. OF PUBLIC WORKS						325.00				
25060906783		06/09/2025	10323337	07012025	120205	4,287.40	07/10/2025	INV	PD	SHARE OF TRAFFIC SIGNAL M
12043 CREATIVE INDULGENCE, INC.										
233379		04/12/2025	10323494	07012025	120206	3,216.00	05/12/2025	INV	PD	AWNING REPLACEMENT W/LOGO
8511 CROWELL & MORING, LLP.										

CITY OF REDONDO BEACH



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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
012512699		03/05/2025	10323622	07012025	120207	228.00	06/23/2025	INV	PD	2/25 New Commune DTLA Leg
012521949		03/31/2025	10323612	07012025	120207	1,216.00	06/23/2025	INV	PD	4/25 9300 wilshire Bankru
012521950		06/03/2025	10323623	07012025	120207	24,551.50	06/23/2025	INV	PD	4/25 9300 wilshire Invers
						25,995.50				
15086 CUNNINGHAM, JAMES										
158076		06/19/2025	10323481	07012025	120208	186.00	06/19/2025	INV	PD	REFUND 158076 1SUM0300-05
8043 D & R OFFICE WORKS INC										
135620	6839	04/08/2025	10323219	07012025	120209	14,245.55	05/08/2025	INV	PD	OFFICE FURNITURE-CITY HAL
14476 DAHLBERG, RUSS										
158301		06/16/2025	10323246	07012025	120210	200.00	06/16/2025	INV	PD	REFUND 158301WP RETURN DE
919 DANIELS TIRE SERVICE										
200541026		06/12/2025	10323488	07012025	120211	1,114.89	07/10/2025	INV	PD	UNIT 676-07 BEAR CAP AND
15092 DEMELLO, JOSEPH										
157848		06/19/2025	10323492	07012025	120212	132.00	06/19/2025	INV	PD	REFUND 157848 1SUM0307-04
3633 DILEVA, VINCE										
06010605DILEVA		06/19/2025	10323524	07012025	120213	387.00	06/19/2025	INV	PD	MANAGEMENT SCHOOL PER DIE
10499 DISABILITY ACCESS CONSULTANTS, LLC										
25-113	6702	06/10/2025	10323075	07012025	120214	2,350.00	06/20/2025	INV	PD	COMPLIANCE WITH AMERICANS
25-145		05/31/2025	10323150	07012025	120214	1,500.00	06/20/2025	INV	PD	DATRAX ANNUAL SUBSCRIPTI
						3,850.00				
13893 DORI CUSTOM HOMES										
E2025-238		06/09/2025	10323079	07012025	120215	325.00	06/20/2025	INV	PD	REFUND PERMIT E2025-238 2
10748 DOUG & SONS PEST CONTROL										
47123		05/30/2025	10323209	07012025	120216	105.00	06/30/2025	INV	PD	MONTHLY PEST/BAIT STNS OL
47695		05/30/2025	10323210	07012025	120216	60.00	06/30/2025	INV	PD	MONTHLY PEST CONTROL WILD
						165.00				
5852 DUMKE, ANNE										
HEARINGS06112025		06/11/2025	10323425	07012025	120217	480.00	06/19/2025	INV	PD	JUNE 11 2025- HEARINGS
1055 EASY READER										
ER25061218		06/12/2025	10323545	07012025	120218	385.00	06/20/2025	INV	PD	USED OIL RECYCLING AD
13793 ED'S FENCING INC.										

CITY OF REDONDO BEACH



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5066	6915	06/12/2025	10323220	07012025	120219	6,540.00	07/12/2025	INV	PD	REPLACE FENCING AT WILEY
1110 ENTENMANN-ROVIN COMPANY										
0188609-IN		06/06/2025	10323609	07012025	120220	54.06	06/23/2025	INV	PD	Prosecutor Badge Case - S
13645 EVAN BROOKS ASSOCIATES, INC.										
25004-2	6010	04/01/2025	10323451	07012025	120221	8,872.50	06/18/2025	INV	PD	CONSULTANT SERVICES FOR G
8822 EXSEL, INC.										
14624		06/16/2025	10323447	07012025	120222	2,436.70	06/18/2025	INV	PD	BLUE CERTIFICATE HOLDERS
14629		03/17/2025	10323446	07012025	120222	442.63	06/18/2025	INV	PD	NEW LOGO JACKET EMBROIDER
14630		06/17/2025	10323602	07012025	120222	16.43	06/23/2025	INV	PD	L. Omura Jacket Embroider
						2,895.76				
11556 FAILSAFE TESTING LLC										
14247		06/09/2025	10323503	07012025	120223	3,294.32	06/23/2025	INV	PD	LADDER MAINTENANCE T61
14261		06/17/2025	10323502	07012025	120223	2,200.00	06/23/2025	INV	PD	LADDER TESTING T61 ANNUAL
						5,494.32				
13065 FERNANDEZ-DAVILA DULANTO, ANA										
03240328DAVILA		06/19/2025	10323522	07012025	120224	115.00	06/19/2025	INV	PD	PER DIEM DRE SCHOOL DAVIL
04200425DAVILA		06/19/2025	10323521	07012025	120224	473.00	06/19/2025	INV	PD	PER DIEM FOR FTO SCHOOL F
						588.00				
10191 FRONTIER										
05282025		05/28/2025	10323338	07012025	120225	78.61	06/23/2025	INV	PD	MONTHLY FEES 209-150-4212
2091885137-06132025		06/24/2025	10323695	07012025	120225	2,107.07	06/24/2025	INV	PD	FRONTIER 2091885137050796
						2,185.68				
15089 FURUKAWA, SHIN										
157861		06/19/2025	10323487	07012025	120226	55.00	06/19/2025	INV	PD	REFUND 157861 1FCN1000-01
1289 GALLS INCORPORATED										
029755826		11/26/2024	10323515	07012025	120227	23.28	06/23/2025	INV	PD	UNIFORM ACCESSORIES - HAR
031590983	6733	06/10/2025	10323573	07012025	120227	134.75	06/23/2025	INV	PD	2 SETS OF NEW UNIFORMS FO
031628902		06/13/2025	10323575	07012025	120227	79.55	06/23/2025	INV	PD	FF UNIFORMS - OLVERA G
031628903		06/13/2025	10323574	07012025	120227	79.55	06/23/2025	INV	PD	FF UNIFORMS - OLVERA D
						317.13				
12982 GARCIA, GERARDO										
TEAMSTERS 6/16/25		06/16/2025	10323583	07012025	120228	181.00	06/23/2025	INV	PD	TEAMSTERS CDEV-103-2110 C
4171 GARCIA, SALVADOR										
06090611GARCIA		06/19/2025	10323525	07012025	120229	215.00	06/19/2025	INV	PD	PER DIEM GARCIA SLI JUNE

CITY OF REDONDO BEACH



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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1300 GAS COMPANY, THE										
06964443334-060425		06/04/2025	10323122	07012025	120230	6,112.20	06/24/2025	INV	PD	ESPLANADE, GRANT, ROCKEFE
16503508778-0525		06/06/2025	10323043	07012025	120230	10,816.85	06/25/2025	INV	PD	CNG FUEL 5/1 - 6/1/25
SoCalGas5.9-6.10.25		06/20/2025	10323560	07012025	120230	16.64	06/23/2025	INV	PD	SoCalGas 5.9.25-6.10.25
						16,945.69				
7023 GEOSYNTEC										
633941	5993	06/17/2025	10323535	07012025	120231	11,898.25	06/20/2025	INV	PD	FULTON PLAYFIELD PLANNING
6345 GOLD COAST TOURS, INC.										
439503		06/23/2025	10323643	07012025	120232	1,221.00	06/23/2025	INV	PD	SENIOR EXCURSION BUSTRIP
3706 GOLDEN STATE WATER										
48470300004-061025		06/10/2025	10323394	07012025	120233	555.68	07/01/2025	INV	PD	INGLEWOOD PKWY SE 5/6 - 6
54719000009-060425		06/04/2025	10323129	07012025	120233	256.96	06/25/2025	INV	PD	REDONDO BB AND ARTESIA 5/
77298524149-061025		06/10/2025	10323392	07012025	120233	414.37	07/01/2025	INV	PD	INGLEWOOD AVE 5/6 - 6/7/2
						1,227.01				
13507 GRAFIX SYSTEMS										
33910		06/10/2025	10323505	07012025	120234	1,095.03	06/23/2025	INV	PD	VEHICLE GRAPHICS - S61 &
33911		06/10/2025	10323504	07012025	120234	1,410.68	06/23/2025	INV	PD	VEHICLE GRAPHICS - S61 AN
						2,505.71				
14966 GREEN HALO SYSTEMS										
5768	6875	06/05/2025	10323431	07012025	120235	3,540.00	07/05/2025	INV	PD	HOSTING/SERVICE FEES JULY
13975 HANSEN, SAMANTHA										
156920		06/17/2025	10323285	07012025	120236	600.00	06/17/2025	INV	PD	REFUND 156920 AV RETURN D
12840 HARRIS, ELIZABETH										
156854		06/17/2025	10323283	07012025	120237	275.00	06/17/2025	INV	PD	REFUND 156854 1TEN1103-01
13317 HERC RENTALS										
35544009-003		06/05/2025	10323216	07012025	120238	1,080.91	06/13/2025	INV	PD	FRANKLIN PARK TELEHANDLER
6750 HF & H CONSULTANTS, LLC										
9722209	6633	06/11/2025	10323319	07012025	120239	7,940.05	07/11/2025	INV	PD	2024 REVIEW 2ND AMENDMENT
1509 HOM-WONG, DAISY										
43968-MISAC2025		06/18/2025	10323389	07012025	120240	439.68	06/18/2025	INV	PD	DAISY HOM MISAC MAY 2025
CEA 6/5/25		06/05/2025	10323589	07012025	120240	995.21	06/23/2025	INV	PD	CEA MS4005 & MS365
						1,434.89				
15011 HORN, TRACEY										

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158026		06/17/2025	10323289	07012025	120241	186.00	06/17/2025	INV	PD	REFUND 158026 1SUM0300-06
14522 IMPERIAL COUNTY OFFICE OF EDUCATION										
INV25-00866		06/03/2025	10323226	07012025	120242	882.13	07/03/2025	INV	PD	INTERNET SERVICES
1619 INTERSTATE BATTERIES OF CALIF COAST, INC										
130114186		06/10/2025	10323206	07012025	120243	583.67	07/10/2025	INV	PD	STOCK BATTERIES
15071 IWASAKI, MIO										
06232025MI		06/17/2025	10323308	07012025	120244	249.45	06/23/2025	INV	PD	IWASAKI TRAVEL EXP REIMBU
14485 J&B CREATION LLC										
E-5448		06/09/2025	10323305	07012025	120245	250.00	06/20/2025	INV	PD	REFUND PERMIT E-5448 2809
E-5834		06/09/2025	10323306	07012025	120245	295.00	06/20/2025	INV	PD	REFUND PERMIT E-5834 2809
						545.00				
14646 JENKINS, ANDREW C										
06242025	6629	06/24/2025	10323690	07012025	120246	4,992.32	06/24/2025	INV	PD	MURAL FOR THE PIER SKATE
11296 JOE MAR POLYGRAPH & INVESTIGATION										
25-033-RBPD		06/02/2025	10323516	07012025	120247	250.00	06/19/2025	INV	PD	POLYGRAPH LOPEZ A RECRUIT
25-034-RBPD		06/06/2025	10323517	07012025	120247	250.00	06/19/2025	INV	PD	POLYGRAPH GONZALEZ E RECR
25-035-RBPD		06/13/2025	10323518	07012025	120247	250.00	06/19/2025	INV	PD	POLYGRAPH RICHARD C RECRU
25-036-RBPD		06/19/2025	10323519	07012025	120247	250.00	06/19/2025	INV	PD	POLYGRAPH TAYLOR C DISPAT
						1,000.00				
1673 JOHN L. HUNTER & ASSOCIATES, INC.										
RB1TRA12503		06/11/2025	10323233	07012025	120248	2,080.00	06/20/2025	INV	PD	NPDES TRAINING
1749 KING HARBOR MARINE CENTER										
39466		05/02/2025	10323299	07012025	120249	1,235.00	06/02/2025	INV	PD	BOAT 801 CRYSTALINER MAIN
39480		05/07/2025	10323300	07012025	120249	570.00	06/07/2025	INV	PD	BOAT 801 CRYSTALINER MAIN
39490		05/12/2025	10323513	07012025	120249	972.83	06/23/2025	INV	PD	SEAWAY UPFIT - REINSTALL
39506		05/16/2025	10323512	07012025	120249	360.00	06/23/2025	INV	PD	SEAWAY UPFIT - INSTALL RU
407347BB		05/15/2025	10323511	07012025	120249	362.28	06/23/2025	INV	PD	SEAWAY UPFIT
59620932		05/08/2025	10323301	07012025	120249	247.12	06/08/2025	INV	PD	BOAT 801 CRYSTALINER MAIN
						3,747.23				
15080 KIRSNER, ANDREW										
159422		06/19/2025	10323472	07012025	120250	33.99	06/19/2025	INV	PD	REFUND 159422 1SUM0322-1
14134 KIS										
84190	6921	06/20/2025	10323571	07012025	120251	2,625.42	06/20/2025	INV	PD	ON CALL SERVICES REMOTE P

CITY OF REDONDO BEACH



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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
13505 KLOSOWSKI, JENAE										
159436		06/17/2025	10323282	07012025	120252	170.00	06/17/2025	INV	PD	REFUND159436 2 1FCN1000-0
5855 KOSMONT COMPANIES										
2208.12-023	6586	05/31/2025	10323093	07012025	120253	7,211.09	06/23/2025	INV	PD	KOSMONT REAL ESTATE SERVI
15078 KWOK-HINSLEY, GIGI										
158213		06/19/2025	10323470	07012025	120254	149.25	06/19/2025	INV	PD	REFUND 158213 1SUM0302-03
1807 L.N. CURTIS & SONS, INC.										
INV958063		06/12/2025	10323570	07012025	120255	1,673.33	06/23/2025	INV	PD	HOSE EQUIPMENT
13495 LABORDE, TASHANNA										
157849		06/17/2025	10323286	07012025	120256	420.00	06/17/2025	INV	PD	REFUND 157849 1SUM0327-05
1828 LANCE, SOLL & LUNGHARD, LLP										
69175	5840	05/31/2025	10323094	07012025	120257	5,000.00	06/23/2025	INV	PD	LANCE SOLL LUNGHARD - PIE
11194 LEECH TISHMAN FUSCALDO & LAMPL INC.										
351224		05/15/2025	10323596	07012025	120258	917.50	06/23/2025	INV	PD	4/25 D. Glenn Legal Fees
5151 LENCO ARMORED VEHICLES										
400671		06/19/2025	10323556	07012025	120259	1,403.36	07/19/2025	INV	PD	UNIT 676 RUNFLAT KIT
5953 LEXISNEXIS										
3095806846		05/31/2025	10323613	07012025	120260	1,403.00	06/23/2025	INV	PD	5/25 Monthly Library Char
45613168		06/04/2025	10323605	07012025	120260	889.28	06/23/2025	INV	PD	6/25 CA Public Labor Rela
1887 LIFE ASSIST, INC.						2,292.28				
1607249		06/09/2025	10323510	07012025	120261	3,056.51	06/23/2025	INV	PD	MEDICAL/PM AID SUPPLIES
1607929		06/10/2025	10323508	07012025	120261	3,309.74	06/23/2025	INV	PD	MEDICAL/PM AID SUPPLIES
1608003		06/10/2025	10323509	07012025	120261	344.31	06/23/2025	INV	PD	MEDICAL/PM AID SUPPLIES
1608395		06/11/2025	10323507	07012025	120261	1,072.81	06/23/2025	INV	PD	MEDICAL/PM AID SUPPLIES
12775 LINDE GAS & EQUIPMENT INC						7,783.37				
50240974		06/07/2025	10323501	07012025	120262	556.18	06/23/2025	INV	PD	PM SUPPLIES - OXYGEN
15025 LITCHMAN, TYLER										
12021206LITCHMAN		06/19/2025	10323526	07012025	120263	90.00	06/19/2025	INV	PD	PER DIEM IDAP LITCHMAN
14511 LOFTY GOALS										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
013		06/14/2025	10323326	07012025	120264	1,000.00	06/23/2025	INV	PD	6/2025 WELLNESS PROGRAM C
15079 LORD, DAVID										
158291		06/19/2025	10323469	07012025	120265	200.00	06/19/2025	INV	PD	REFUND 158291 WP RETURN D
1938 LOS ANGELES COUNTY ASSESSOR										
25ASRE207		06/13/2025	10323369	07012025	120266	84.00	06/23/2025	INV	PD	14 maps @ \$6.00 each
1951 LOS ANGELES COUNTY SHERIFF'S DEPT										
252927HN		05/13/2025	10323600	07012025	120267	703.04	06/23/2025	INV	PD	4/25 Homeless Court Servi
252929HN		05/13/2025	10323601	07012025	120267	703.04	06/23/2025	INV	PD	3/25 Homeless Court Servi
						1,406.08				
14472 MAAS, BRYAN										
157951		06/17/2025	10323287	07012025	120268	200.00	06/17/2025	INV	PD	REFUND 157951 AV RETURN D
10274 MACKAY METERS, INC.										
1069715	6523	05/31/2025	10323416	07012025	120269	134.00	06/19/2025	INV	PD	05/2025 TRANSACTION FEES
1069723	6523	05/31/2025	10323414	07012025	120269	5,334.00	06/19/2025	INV	PD	05/2025 TRANSACTION FEES
						5,468.00				
14317 MAL BATAAN LLC										
E2023-1789		06/09/2025	10323113	07012025	120270	325.00	06/20/2025	INV	PD	REFUND PERMIT E2023-1789
15088 MALINIS, DAIANNE										
157953		06/19/2025	10323485	07012025	120271	200.00	06/19/2025	INV	PD	REFUND 157953 AV RETURN D
7847 MANNING & KASS, ELLROD, RAMIREZ, TRESTER LLP										
832009		04/14/2025	10323610	07012025	120272	5,226.50	06/23/2025	INV	PD	3/25 D. Garces Legal Fees
833228		05/09/2025	10323620	07012025	120272	82.50	06/23/2025	INV	PD	4/25 M. Rhoads Legal Fees
						5,309.00				
2084 MCCUNE & HARBER, LLP.										
127953		03/31/2025	10323611	07012025	120273	80.35	06/23/2025	INV	PD	3/25 J. Koyanagi Legal Fe
127955		03/31/2025	10323621	07012025	120273	202.50	06/23/2025	INV	PD	3/25 S. Counter Legal Fee
128426		04/30/2025	10323617	07012025	120273	855.00	06/23/2025	INV	PD	4/25 J. Koyanagi Legal Fe
128429		04/30/2025	10323618	07012025	120273	315.00	06/23/2025	INV	PD	4/25 K. Brimer Legal Fees
						1,452.85				
4582 MELAD & ASSOCIATES										
RB25-11	6385	06/11/2025	10323541	07012025	120274	9,472.50	06/19/2025	INV	PD	Melad & Associates plan c
RB25-12	6385	05/31/2025	10323540	07012025	120274	38,145.00	06/19/2025	INV	PD	Melad & Associates plan c

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
15081 MELAMED, MICHAEL						47,617.50				
159425		06/19/2025	10323473	07012025	120275	214.50	06/19/2025	INV	PD	REFUND 159425 1SUM0304-05
15076 MERRILL, CINDY										
159713		06/19/2025	10323498	07012025	120276	115.00	06/19/2025	INV	PD	REFUND 159713 1YPG0805-01
9957 MICHAEL BAKER INTERNATIONAL, INC.										
1250219	6928	05/30/2025	10323063	07012025	120277	6,580.00	06/23/2025	INV	PD	DEVELOP COYOTE MANAGEMENT
2127 MICHAEL J ARNOLD & ASSOCIATES INC										
15025	6750	06/06/2025	10323012	07012025	120278	84.00	06/06/2025	INV	PD	CONSULTANT SERVICES FOR S
15026	6750	06/06/2025	10323013	07012025	120278	3,500.00	06/06/2025	INV	PD	CONSULTANT SERVICES FOR S
7177 MICHEL & ASSOCIATES, P.C.						3,584.00				
13321TS/8425QB		01/22/2025	10323624	07012025	120279	25,165.63	06/23/2025	INV	PD	12/24 D. Barker Legal Fee
13328TS/8428QB		01/22/2025	10323626	07012025	120279	711.70	06/23/2025	INV	PD	12/24 R. Rivas Legal Fees
13329TS/8426QB		01/22/2025	10323627	07012025	120279	1,011.55	06/23/2025	INV	PD	12/24 D. Trejo Legal Fees
13443TS/8465QB		02/27/2025	10323628	07012025	120279	7,647.36	06/23/2025	INV	PD	1/25 J. Gornbein Legal Fe
13444TS/8472QB		02/27/2025	10323629	07012025	120279	6,514.00	06/23/2025	INV	PD	1/25 D. Laughton Legal Fe
13445TS/8464QB		02/28/2025	10323631	07012025	120279	5,332.88	06/23/2025	INV	PD	1/25 P. Mack Legal Fees
13446TS/8460QB		02/28/2025	10323632	07012025	120279	6,891.62	06/23/2025	INV	PD	1/25 D. Mendoza Connor Le
13447TS/8462QB		02/28/2025	10323633	07012025	120279	1,137.48	06/23/2025	INV	PD	1/25 R. Rivas Legal Fees
13614TS		04/24/2025	10323607	07012025	120279	855.50	06/23/2025	INV	PD	3/25 BBK Landfill (PRP) L
13615TS		04/24/2025	10323608	07012025	120279	59.00	06/23/2025	INV	PD	3/25 BBK Landfill (Insura
13616TS/8525QB		04/24/2025	10323634	07012025	120279	3,213.51	06/23/2025	INV	PD	3/25 Law Offices of Chris
13620TS		04/24/2025	10323635	07012025	120279	2,967.00	06/23/2025	INV	PD	3/25 W. Cortez Legal Fee
13623TS		04/24/2025	10323636	07012025	120279	10,490.50	06/23/2025	INV	PD	3/25 P. Mack Legal Fees
13624TS/8523QB		04/24/2025	10323616	07012025	120279	4,768.45	06/23/2025	INV	PD	3/25 D. Mendoza Connor Le
13627TS		04/24/2025	10323606	07012025	120279	619.50	06/23/2025	INV	PD	3/25 General Counsel
13642TS/8521QB		05/06/2025	10323640	07012025	120279	9,761.94	06/23/2025	INV	PD	3/25 Stuver Insurance Leg
15085 MILLER, SHEILA						87,147.62				
158113		06/19/2025	10323479	07012025	120280	127.00	06/19/2025	INV	PD	REFUND 158113 1TEN1109-0
13349 MINUTEMAN PRESS REDONDO BEACH										
34238	6217	06/13/2025	10323388	07012025	120281	93.08	06/18/2025	INV	PD	Minuteman Press Printing
3566 MISSION LINEN & UNIFORM										
524016802		06/13/2025	10323491	07012025	120282	215.68	07/10/2025	INV	PD	DIAMOND GRIP GLOVES MED/L
15091 MITSUOKA, MIKI										
157850		06/19/2025	10323490	07012025	120283	214.50	06/19/2025	INV	PD	REFUND 157850 1SUM0306-06

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
6080 MOFFATT & NICHOL										
00797155	6622	03/12/2025	10323280	07012025	120284	109,904.02	06/16/2025	INV	PD	Moffatt & Nichol Public B
00798055	6622	04/10/2025	10323279	07012025	120284	17,029.88	06/16/2025	INV	PD	Moffatt & Nichol Public B
00799876	6622	06/11/2025	10323792	07012025	120284	16,668.88	06/23/2025	INV	PD	Moffatt & Nichol Public B
						143,602.78				
7834 MORROW-MEADOWS CORPORATION										
17394	5953	06/17/2025	10323537	07012025	120285	1,610.40	06/20/2025	INV	PD	TECH SUPPORT/EMGCY RESP S
9617 MULTICARD, INC.										
72498		06/13/2025	10323520	07012025	120286	272.87	06/19/2025	INV	PD	LAMINATE RIBBON FOR DATAC
9155 MUNISERVICES, LLC										
INV06-021157	6867	06/22/2025	10323641	07012025	120287	2,500.00	07/22/2025	INV	PD	UUT AUDIT AND SUPPORT SER
2217 NAFCO, INC.										
46298		06/10/2025	10323107	07012025	120288	847.76	06/23/2025	INV	PD	WATERFRONT PARKING HANGER
15083 NAKAHASI, RAKKI										
156853		06/19/2025	10323475	07012025	120289	372.00	06/19/2025	INV	PD	REFUND 156853 1SUM0302-04
14196 NAPA AUTO PARTS										
053620		06/11/2025	10323205	07012025	120290	192.26	07/11/2025	INV	PD	UNIT 060-18 FRONT BRAKES
053754		06/12/2025	10323361	07012025	120290	90.65	07/12/2025	INV	PD	UNIT 203-22 FRONT BRAKE P
053771		06/12/2025	10323359	07012025	120290	163.46	07/12/2025	INV	PD	UNIT 603-11 UPPER/LOWER R
053988		06/16/2025	10323358	07012025	120290	8.26	07/16/2025	INV	PD	UNIT 407-17 AIR FILTER
054020		06/16/2025	10323551	07012025	120290	112.27	07/16/2025	INV	PD	UNIT 603 ENGINE COOLANT T
054080		06/17/2025	10323477	07012025	120290	90.65	07/17/2025	INV	PD	UNIT 242 BRAKE PADS
054332		06/19/2025	10323552	07012025	120290	91.96	07/19/2025	INV	PD	UNIT 255 SUSPENSION SHOCK
054337		06/19/2025	10323553	07012025	120290	-102.82	07/19/2025	CRM	PD	CREDIT/RETURN ON INVOICE
						646.69				
6039 NASSIF, AMIR										
E2024-2126		06/09/2025	10323386	07012025	120291	325.00	06/20/2025	INV	PD	REFUND PERMIT E2024-2126
5578 NATIONAL SIGNAL										
0052924-IN	6796	06/10/2025	10323076	07012025	120292	50,181.69	06/20/2025	INV	PD	REPLACEMENT OF EXISTING I
4796 OCCU-MED, LTD.										
0625900		05/30/2025	10323587	07012025	120294	2,983.46	06/23/2025	INV	PD	PHYSICALS 10 PT EE MAY 20
0625900.3		05/30/2025	10323586	07012025	120293	3,906.90	06/23/2025	INV	PD	PHYSICALS 10 PT EE AND 1
						6,890.36				
13029 ODP BUSINESS SOLUTIONS, LLC										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
423078240001		05/23/2025	10323362	07012025	120295	47.39	06/27/2025	INV	PD	DB GENERAL OFFICE SUPPLIE
423097388001		05/23/2025	10323363	07012025	120295	28.74	06/27/2025	INV	PD	DB GENERAL AND SIU OFFICE
423427984001		05/29/2025	10323118	07012025	120295	373.57	06/12/2025	INV	PD	OFFICE SUPPLIES PAPER
423797560001		06/06/2025	10323356	07012025	120295	54.43	06/20/2025	INV	PD	COFFEE AND OFFICE SUPPLIE
423878016001		06/06/2025	10323355	07012025	120295	52.78	06/20/2025	INV	PD	COFFEE AND OFFICE SUPPLIE
424041459001		06/06/2025	10323428	07012025	120295	24.36	07/11/2025	INV	PD	NOTEPADS/HIGHLIGHTERS FOR
424044543001		06/09/2025	10323429	07012025	120295	228.52	07/11/2025	INV	PD	EXTERNAL HD FOR SEWER
424698158001		05/27/2025	10323365	07012025	120295	173.92	06/27/2025	INV	PD	DB GENERAL AND SIU OFFICE
424904130001		06/11/2025	10323354	07012025	120295	38.98	06/20/2025	INV	PD	OFFICE AND COFFEE SUPPLIE
424955505001		05/27/2025	10323366	07012025	120295	19.31	06/27/2025	INV	PD	DB GENERAL OFFICE SUPPLIE
424955647001		05/28/2025	10323368	07012025	120295	70.93	06/27/2025	INV	PD	DB GENERAL OFFICE SUPPLIE
424955650001		05/27/2025	10323364	07012025	120295	49.37	06/27/2025	INV	PD	DB GENERAL OFFICE SUPPLIE
425155231001		06/20/2025	10323562	07012025	120295	141.35	06/23/2025	INV	PD	markers, pens, post its,
425246914001		05/29/2025	10323221	07012025	120295	106.57	07/04/2025	INV	PD	PENS FOR ADMIN/STREETS/SE
425401811001		06/06/2025	10323014	07012025	120295	149.48	06/06/2025	INV	PD	OFFICE SUPPLIES
425452384001		05/30/2025	10323591	07012025	120295	46.86	06/23/2025	INV	PD	OFFICE SUPPLIES WATERS MA
425491649001		06/03/2025	10323227	07012025	120295	1,506.58	07/03/2025	INV	PD	OFFICE SUPPLIES
425657931001		06/04/2025	10323228	07012025	120295	32.68	07/03/2025	INV	PD	OFFICE SUPPLIES
425743538001		06/18/2025	10323381	07012025	120295	673.70	06/18/2025	INV	PD	OFFICE SUPPLIES -PAPER FO
426014779001		06/09/2025	10323500	07012025	120295	248.03	06/23/2025	INV	PD	FIRE ADMIN OFFICE SUPPLIE
426181770001		06/02/2025	10323592	07012025	120295	34.19	06/23/2025	INV	PD	OFFICE SUPPLIES GUM
426181985001		06/02/2025	10323593	07012025	120295	34.44	06/23/2025	INV	PD	OFFICE SUPPLIES FOLDERS
427736907001		06/10/2025	10323464	07012025	120295	360.95	06/19/2025	INV	PD	RECINOS Toner
427919094001		06/10/2025	10323430	07012025	120295	75.76	07/11/2025	INV	PD	LABEL MAKER TAPE FOR SEWE
						4,572.89				
14740 OLATHE FORD SALES INC										
122132	6858	03/31/2025	10323549	07012025	120296	44,946.57	03/31/2025	INV	PD	PURCHASE THREE 2025 VEHIC
122143	6858	03/31/2025	10323550	07012025	120296	55,696.58	03/31/2025	INV	PD	PURCHASE THREE 2025 VEHIC
123365	6858	04/30/2025	10323548	07012025	120296	58,593.98	04/30/2025	INV	PD	PURCHASE THREE 2025 VEHIC
						159,237.13				
10183 ON THE WING FALCONRY										
781097	6626	06/09/2025	10323111	07012025	120297	10,506.00	06/23/2025	INV	PD	PEST BIRD ABATEMENT SERVI
14675 OOMA INC										
135903		06/12/2025	10323147	07012025	120298	65.85	06/12/2025	INV	PD	R232-0026501
10315 PACIFIC ADVANCED CIVIL ENGINEERING, INC.										
10306	6356	06/17/2025	10323542	07012025	120299	965.00	06/20/2025	INV	PD	YACHT CLUB WAY AND PORTOF
7638 PACIFIC PRODUCTS & SERVICES, INC.										
36202		06/05/2025	10323217	07012025	120300	1,056.34	07/05/2025	INV	PD	BLANK SIGNS FOR SIGN SHOP
36204		06/05/2025	10323218	07012025	120300	2,705.34	07/05/2025	INV	PD	BLANK SIGNS FOR SIGN SHOP
						3,761.68				
2408 PV VILLAGE PET HOSPITAL										
713414372		06/05/2025	10323396	07012025	120301	10.00	06/19/2025	INV	PD	RAZZLEBERRY STRAY

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
715411324		06/11/2025	10323385	07012025	120301	10.00	06/19/2025	INV	PD	INJURED OPPOSUM 6/11/25
						20.00				
12012 PAPE MATERIAL HANDLING, INC.										
9329615		05/29/2025	10323163	07012025	120302	472.81	06/08/2025	INV	PD	UNIT 855 ACCELERATOR
12759 PARKMOBILE LLC										
US032-2025-000147		05/31/2025	10323400	07012025	120303	2,790.75	06/19/2025	INV	PD	05/2025 TRANSACTION FEES
11728 PEARCE CONSTRUCTION										
E2024-2301		06/09/2025	10323468	07012025	120304	1,041.00	06/20/2025	INV	PD	REFUND PERMIT E2024-2301
12863 PIPER, KAWAILANI										
158286		06/16/2025	10323242	07012025	120305	110.00	06/16/2025	INV	PD	REFUND 158286 WP RETURN D
14284 PLAYCORE WISCONSIN INC										
PJI-0240729-R		06/17/2025	10323412	07012025	120306	27,876.22	06/20/2025	INV	PD	DOMINGUEZ PARK PG IMPROVE
14475 PRIETO, JACOB										
158289		06/16/2025	10323243	07012025	120307	200.00	06/16/2025	INV	PD	REFUND 158289 WP RETURN D
13205 PROSHRED SECURITY										
100072622		06/16/2025	10323341	07012025	120308	1,115.00	06/17/2025	INV	PD	DOCUMENT DESTRUCTION SERV
2548 PRUDENTIAL OVERALL SUPPLY										
43035215		06/10/2025	10323419	07012025	120309	27.50	06/23/2025	INV	PD	6/25 FS1/DEL #20419018 SH
43036064		06/12/2025	10323421	07012025	120309	54.52	06/23/2025	INV	PD	6/25 FS2/DEL #40419014 SH
						82.02				
10446 PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.										
900698		06/05/2025	10323514	07012025	120310	462.00	06/19/2025	INV	PD	PSYCHOLOGICAL GUTIERREZ A
2573 QUICK CRETE PRODUCTS CORP.										
133175		06/05/2025	10323336	07012025	120311	3,355.23	07/06/2025	INV	PD	BOLLARDS FOR EATON PARKET
133179	6871	06/09/2025	10323318	07012025	120311	11,507.19	07/08/2025	INV	PD	CONCRETE BENCH FOR CH COU
						14,862.42				
14386 R5 CONSTRUCTION & DEVELOPMENT										
341AVEF-REFUND		06/19/2025	10323546	07012025	120312	3,000.00	06/20/2025	INV	PD	DEMO DEPOSIT REFUND FOR 3
11590 RAL PETROLEUM EQUIPMENT, INC.										
90973-1		05/22/2025	10323208	07012025	120313	341.10	06/22/2025	INV	PD	FUEL HOSE GAS ISLAND - IN
91070		06/02/2025	10323379	07012025	120313	1,218.48	07/02/2025	INV	PD	GAS ISLAND FILL NOZZLES -

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
11255 RED SECURITY GROUP, LLC						1,559.58				
64736		11/08/2023	10323331	07012025	120314	581.46	06/17/2025	INV	PD	DOOR CLOSERS FOR AVIATION
65222		07/26/2024	10323327	07012025	120314	1,460.62	06/17/2025	INV	PD	NEW LOCKS FOR AVIATION GY
9753 REGENTS OF THE UNIVERSITY OF CALIFORNIA						2,042.08				
IN00325355		05/23/2025	10323603	07012025	120315	2,686.39	06/23/2025	INV	PD	5/25 CA Criminal Law Proc
14102 ROBERT HALF										
65075406	6391	06/12/2025	10323234	07012025	120316	2,354.80	06/23/2025	INV	PD	ROBERT HALF INC Contracto
65099705	6391	06/19/2025	10323647	07012025	120316	1,256.75	06/23/2025	INV	PD	ROBERT HALF INC Contracto
65099708	6391	06/19/2025	10323648	07012025	120316	2,354.80	06/23/2025	INV	PD	ROBERT HALF INC Contracto
6661 ROBERTSON'S						5,966.35				
669886		06/05/2025	10323339	07012025	120317	815.15	07/10/2025	INV	PD	CONCRETE FOR 803 FLAGLER
15090 RYAN, TRISHA										
157852		06/19/2025	10323489	07012025	120318	132.00	06/19/2025	INV	PD	REFUND 157852 1SUM0307-04
3031 SC FUELS										
IN-0000730785	6940	06/11/2025	10323576	07012025	120319	25,437.85	07/11/2025	INV	PD	8,000 GALLONS UNLEADED FU
14226 SCHOEN, ERICKA										
158293		06/16/2025	10323245	07012025	120320	400.00	06/16/2025	INV	PD	REFUND 158293 WP RETURN D
4861 SECTRAN SECURITY, INC.										
25061602		06/12/2025	10323240	07012025	120321	561.60	06/16/2025	INV	PD	415 DIAMOND ST - JUNE 202
4744 SHAKESPEARE BY THE SEA										
04.761SBTS	6937	06/10/2025	10323074	07012025	120322	15,000.00	06/20/2025	INV	PD	SHAKESPEARE BY THE SEA 20
15075 SHIGEKUNI, LAUREN										
159715		06/19/2025	10323497	07012025	120323	115.00	06/19/2025	INV	PD	REFUND 159715 1YPG0805-01
14214 SIERRA CONSTRUCTION AND EXCAVATION INC										
2000-8139R		06/17/2025	10323410	07012025	120324	82,814.44	06/20/2025	INV	PD	RETENTION DOMINGUEZ PARK
8931 SIGNAL ATTORNEY SERVICE, INC.										
053125		05/31/2025	10323614	07012025	120325	390.25	06/23/2025	INV	PD	Services Rendered from 05
061525		06/15/2025	10323615	07012025	120325	426.00	06/23/2025	INV	PD	Services Rendered from 06

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
14895 SITE DESIGN STUDIO INC						816.25				
25-06021	6908	06/02/2025	10323330	07012025	120326	6,400.00	07/03/2025	INV	PD	LANDSCAPE DESIGN SERVICES
2924 SMARDAN SUPPLY CO										
54230624.001	6900	05/28/2025	10323215	07012025	120327	5,696.66	06/28/2025	INV	PD	WATER HEATERS FOR VETERAN
15068 SOLAR FREEDOM USA										
2500200		05/12/2025	10323536	07012025	120328	254.72	06/19/2025	INV	PD	REFUND FOR INCORRECT PERM
11210 SOUTH BAY FLEET SPECIALIST										
21826		06/04/2025	10323202	07012025	120329	995.00	07/04/2025	INV	PD	UNIT 662 FRONT DOOR REPAI
21831		06/16/2025	10323555	07012025	120329	1,595.49	07/16/2025	INV	PD	UNIT 058 BUMPER/LAMPS/FEN
2990 SOUTH BAY FORD						2,590.49				
540385		05/14/2025	10323296	07012025	120330	21.50	06/14/2025	INV	PD	UNIT 653 ENGINE GASKET
544444		06/11/2025	10323207	07012025	120330	332.27	07/11/2025	INV	PD	UNIT 611-14 DOOR LOCK ACT
545159		06/17/2025	10323483	07012025	120330	17.71	07/17/2025	INV	PD	UNIT 242-22 CALIPER PIN K
545214		06/17/2025	10323486	07012025	120330	162.06	07/17/2025	INV	PD	UNIT 353 MIRROR LAMP
2999 SOUTH BAY SHELL						533.54				
SHELLCARWASH 5/25		05/01/2025	10323042	07012025	120331	672.00	06/01/2025	INV	PD	5/25 CITY VEHICLE CAR WAS
3016 SOUTHERN CALIFORNIA EDISON										
700062327897-060325		06/03/2025	10323309	07012025	120332	3,199.59	06/23/2025	INV	PD	N. HARBOR DR,MAR WAY,FISH
700062391656-060325		06/03/2025	10323143	07012025	120332	1,253.57	06/23/2025	INV	PD	BERYL/HARBOR, PORTOFINO W
700062474209-061025		06/10/2025	10323397	07012025	120332	3,280.59	06/30/2025	INV	PD	STEINHART AVE, MORGAN LN,
700634979323-060425		06/04/2025	10323136	07012025	120332	1,659.81	06/24/2025	INV	PD	REDONDO BCH BLVD, CAMINO
700724544574-052925		05/29/2025	10323139	07012025	120332	1,211.48	06/18/2025	INV	PD	1521 KINGS DALE AVE 4/25/2
3045 SPECIALTY DOORS						10,605.04				
56039S		05/28/2025	10323048	07012025	120333	812.22	06/28/2025	INV	PD	ROLL-UP DOOR AT FS2 SERVI
56040S		05/28/2025	10323047	07012025	120333	670.60	06/28/2025	INV	PD	ROLL-UP DOOR AT FS1 SERVI
15077 SPICE, BILL						1,482.82				
E2024-2306		06/09/2025	10323467	07012025	120334	325.00	06/20/2025	INV	PD	REFUND PERMIT E2024-2306
6314 SPORTS FACILITIES GROUP, INC.										
A18760		06/17/2025	10323333	07012025	120335	3,275.00	06/17/2025	INV	PD	BASKETBALL HOOP MAINTENAN

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
13734	SUTHERLAND, MICHELLE									
158302		06/16/2025	10323247	07012025	120336	200.00	06/16/2025	INV	PD	REFUND 158302 WP RETURN D
15061	T AND A BUILDERS									
E-8811		06/09/2025	10323342	07012025	120337	1,194.00	06/20/2025	INV	PD	REFUND PERMIT E-8811 1 SP
8435	T-MOBILE USA									
9607704048		06/11/2025	10323383	07012025	120338	100.00	06/11/2025	INV	PD	CASE NO 25-2791 TOWER DUM
9607926405		06/13/2025	10323384	07012025	120338	115.00	06/13/2025	INV	PD	SIU NO 25-SIU-006 GPS LOC
9715	T2 SYSTEMS CANADA INC.					215.00				
INVEBP0000010125		06/17/2025	10323367	07012025	120339	230.50	06/23/2025	INV	PD	EXTEND BY PHONE USAGE 5/2
11787	THOMAS, JOSEPH G.									
MAY2025		06/23/2025	10323642	07012025	120340	882.00	06/23/2025	INV	PD	SENIORBRIDGE CLASS JTHOMA
9019	THOMSON REUTERS - WEST									
852084206		06/01/2025	10323604	07012025	120341	1,256.43	06/23/2025	INV	PD	6/25 Monthly Library Char
71	TIME WARNER CABLE									
187587201060125		06/10/2025	10323071	07012025	120342	5,711.07	06/10/2025	INV	PD	187587201-5711.07
188418401060125		06/10/2025	10323067	07012025	120342	420.00	06/10/2025	INV	PD	188418401-420
188420401060125		06/10/2025	10323065	07012025	120342	420.00	06/10/2025	INV	PD	188420401-420
188500801060125		06/10/2025	10323069	07012025	120342	258.53	06/10/2025	INV	PD	188500801-420
11361	TIREHUB, LLC					6,809.60				
50306716		06/09/2025	10323201	07012025	120343	985.55	09/10/2025	INV	PD	STOCK TIRES
50499236		06/17/2025	10323375	07012025	120343	135.31	09/10/2025	INV	PD	STOCK TIRE
50499429		06/17/2025	10323480	07012025	120343	405.95	07/17/2025	INV	PD	STOCK TIRES
14382	TM PIANOS LLC					1,526.81				
4122		06/16/2025	10323256	07012025	120344	160.00	06/16/2025	INV	PD	PIANO TUNING FOR GSPO 12/
4212		06/16/2025	10323257	07012025	120344	160.00	06/16/2025	INV	PD	PIANO TUNING FOR ANGEL CI
3216	TODDCO SWEEPING CO					320.00				
40114		06/01/2025	10323225	07012025	120345	475.00	07/01/2025	INV	PD	PARKING STRUCTURE MAINTEN
7130	TORRANCE AUTO REPAIR									
0190265		06/06/2025	10323167	07012025	120346	1,830.86	07/06/2025	INV	PD	UNIT 206 REMOVE/REPLACE E
0190283		06/06/2025	10323200	07012025	120346	1,344.78	07/06/2025	INV	PD	UNIT 622 REMOVE AND REPLA

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
0190340		06/12/2025	10323373	07012025	120346	2,313.37	07/12/2025	INV	PD	UNIT 347 REMOVE AND REPLA
0190443		06/17/2025	10323478	07012025	120346	119.95	07/17/2025	INV	PD	UNIT 407 WHEEL ALIGNMENT
3227 TORRANCE MEMORIAL MEDICAL CENTER						5,608.96				
34114		06/17/2025	10323340	07012025	120347	70.00	06/23/2025	INV	PD	05/2025 DUI BLOODDRAWS
8060 TORRANCE UNIFIED SCHOOL DISTRICT										
158295		06/16/2025	10323241	07012025	120348	400.00	06/16/2025	INV	PD	REFUND 158295 WP RETURN D
7361 TRANSPORTATION CONCEPTS										
516-05-2025	6575	06/20/2025	10323559	07012025	120349	318,323.26	06/23/2025	INV	PD	TC 102 109 WAVE OPS May 2
3261 TURF STAR INC										
INV094399		06/12/2025	10323298	07012025	120350	191.53	07/12/2025	INV	PD	UNIT 296 BELTS
5885 U.S. BANK CORPORATE PAYMENT SYSTEM										
008805222025		05/22/2025	10322899	07012025	120351	1,672.50	06/22/2025	INV	PD	CAL CARD MAY 2025 - SAXWE
012505222025		06/12/2025	10323154	07012025	120351	750.00	06/12/2025	INV	PD	TYRON GUNN -CTAA 2025 con
013305222025		06/12/2025	10323121	07012025	120351	3,135.65	06/12/2025	INV	PD	BRIAN MAGUMCIA -CTAA, CTA
027005222025		05/22/2025	10323134	07012025	120351	194.94	06/16/2025	INV	PD	PORTOLESE CALCARD 05/22/2
030305222025		05/29/2025	10322539	07012025	120351	2,769.93	05/29/2025	INV	PD	CLAUDIA HUIZAR 5/25 CAL C
030405222025		05/22/2025	10323089	07012025	120351	4,722.61	06/22/2025	INV	PD	CAL CARD MAY 2025 - JUSTI
0373052225		06/17/2025	10323291	07012025	120351	765.00	06/17/2025	INV	PD	VICTORIA CHANG CALCARD MA
0404 05-22-25		05/22/2025	10323371	07012025	120351	89.01	06/16/2025	INV	PD	C. NAVARRO MAY CAL CARD 2
05252025-4451		05/22/2025	10323268	07012025	120351	197.23	06/16/2025	INV	PD	Office supplies for kitch
05252025-6846		05/22/2025	10323271	07012025	120351	1,324.23	06/16/2025	INV	PD	Training Courses and subs
064305222025		05/22/2025	10323176	07012025	120351	832.29	06/16/2025	INV	PD	HARRISON CALCARD 05/22/20
067305222025		05/22/2025	10323173	07012025	120351	1,109.31	06/16/2025	INV	PD	HAVRILCHAK CALCARD 05/22/
080905222025		05/22/2025	10323124	07012025	120351	16.55	06/16/2025	INV	PD	AHUMADA CALCARD 05/22/202
082605222025		05/22/2025	10323036	07012025	120351	5,792.66	06/22/2025	INV	PD	CAL CARD MAY 2025 - DAVID
098605222025		05/22/2025	10323123	07012025	120351	6.00	06/16/2025	INV	PD	KORTE CALCARD 05/22/2025
101705222025		05/22/2025	10322965	07012025	120351	1,062.17	06/22/2025	INV	PD	CAL CARD MAY 2025 - AIRRO
110305222025		05/22/2025	10323157	07012025	120351	54.92	06/16/2025	INV	PD	WESTPHAL CALCARD 05/22/20
111105222025		05/22/2025	10323170	07012025	120351	109.39	06/16/2025	INV	PD	HOLLEY CALCARD 05/22/2025
115205222025		05/22/2025	10323175	07012025	120351	170.94	06/16/2025	INV	PD	SADEGHI CALCARD 05/22/202
140205222025		05/22/2025	10323169	07012025	120351	179.07	06/16/2025	INV	PD	STEVENS CALCARD 05/22/202
1599-05222025		05/22/2025	10323196	07012025	120351	3,884.94	06/16/2025	INV	PD	J REYES CC 5/25
1615-05222025		05/22/2025	10323185	07012025	120351	76.84	06/16/2025	INV	PD	B BOSTER CC 5/25
164705222025		05/22/2025	10322531	07012025	120351	345.19	06/22/2025	INV	PD	CAL CARD MAY 2025 - MARK
1840 05-22-25		05/22/2025	10323370	07012025	120351	93.85	06/16/2025	INV	PD	D. STRICKFADEN MAY CAL CA
1857052225		06/18/2025	10323438	07012025	120351	2,341.53	06/18/2025	INV	PD	RMICHEL CALCARD 052025
207605222025		05/22/2025	10322963	07012025	120351	592.51	06/22/2025	INV	PD	CAL CARD MAY 2025 - MICHA
213305222025		05/22/2025	10323178	07012025	120351	-477.99	06/16/2025	CRM	PD	DOSSETT CALCARD 05/22/202
221305222025		05/22/2025	10323158	07012025	120351	56.37	06/16/2025	INV	PD	MONTEILH CALCARD 05/22/20
229305222025		06/12/2025	10323153	07012025	120351	78.91	06/12/2025	INV	PD	N BONILLA -LL Bean Transi
260205222025		05/22/2025	10323101	07012025	120351	7,069.00	06/22/2025	INV	PD	CAL CARD MAY 2025 - ROBER
263105222025		05/22/2025	10323199	07012025	120351	8,015.41	06/22/2025	INV	PD	CAL CARD MAY 2025 - GARY
2794-05222025		06/18/2025	10323390	07012025	120351	1,656.33	06/18/2025	INV	PD	2794-05222025 MIKE COOK C
287005222025		05/22/2025	10323164	07012025	120351	296.07	06/16/2025	INV	PD	PRESTIA CALCARD 05/22/202

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
293605222025		05/22/2025	10323162	07012025	120351	792.65	06/16/2025	INV	PD	LONG CALCARD 05/22/2025
2968-05222025		05/22/2025	10323187	07012025	120351	141.87	06/16/2025	INV	PD	C MAHONEY CC 5/25
296905222025		05/22/2025	10323091	07012025	120351	-175.00	05/22/2025	CRM	PD	DAVE ICSC MEMBERSHIP (RE
324805222025		05/22/2025	10322562	07012025	120351	136.81	06/22/2025	INV	PD	CAL CARD MAY 2025 - GLEND
3460-05222025		05/22/2025	10323186	07012025	120351	178.79	06/16/2025	INV	PD	K CAMPOS CC 5/25
347105222025		05/22/2025	10323039	07012025	120351	2,020.49	06/22/2025	INV	PD	CAL CARD MAY 2025 - VICTO
3478-05222025		05/22/2025	10323188	07012025	120351	1,105.16	06/16/2025	INV	PD	R STOUT CC 5/25
348105222025		05/22/2025	10323159	07012025	120351	170.60	06/16/2025	INV	PD	HENRY CALCARD 05/22/2025
3523-052225		06/12/2025	10323180	07012025	120351	139.51	06/16/2025	INV	PD	VILLA - MAY CALCARD
3686-05222025		05/22/2025	10323195	07012025	120351	683.20	06/16/2025	INV	PD	B REGAN CC 5/25
368905222025		06/06/2025	10323020	07012025	120351	4,141.34	06/06/2025	INV	PD	JACK MEYER CAL CARD 5/22/
397707012025		05/22/2025	10323086	07012025	120351	1,641.54	06/16/2025	INV	PD	ICSC CONFERENCE TRAVEL EX
3986-052225		06/12/2025	10323181	07012025	120351	1,278.53	06/16/2025	INV	PD	DIAZ MAY CALCARD
4196-052225		05/22/2025	10323273	07012025	120351	578.15	06/16/2025	INV	PD	5/25 J. Ford Cal Card
4204052225		06/17/2025	10323288	07012025	120351	1,351.03	06/17/2025	INV	PD	MICHELLE PINEDO CALCARD M
4212052225		06/16/2025	10323269	07012025	120351	147.98	06/16/2025	INV	PD	GERALDINE "GINA" MANZANO
4436-05222025		05/22/2025	10323261	07012025	120351	40.20	06/16/2025	INV	PD	J SISANTE CC 5/25
4444-05222025		05/22/2025	10323197	07012025	120351	1,187.53	06/16/2025	INV	PD	B LACKEY CC 5/25
4603-052225		05/22/2025	10323066	07012025	120351	625.00	06/12/2025	INV	PD	JESSE REYES, CAL CARD, 05
460805222025		05/22/2025	10322528	07012025	120351	695.10	06/22/2025	INV	PD	CAL CARD MAY 2025 - ADRIA
469405222025		05/22/2025	10322537	07012025	120351	911.55	06/22/2025	INV	PD	CAL CARD MAY 2025 - STEVE
4837052225		06/18/2025	10323435	07012025	120351	825.00	06/18/2025	INV	PD	ZOBAGIJR CALCARD 052025
4839-05222025		05/22/2025	10323194	07012025	120351	4,523.92	06/16/2025	INV	PD	P BUTLER CC 5/25
507405222025		05/22/2025	10323198	07012025	120351	1,355.12	06/22/2025	INV	PD	CAL CARD MAY 2025 - CHARL
510102222025		05/22/2025	10323104	07012025	120351	756.00	06/21/2025	INV	PD	LIBRARY/PARKER
515105222025		05/22/2025	10323085	07012025	120351	1,002.86	06/22/2025	INV	PD	CAL CARD MAY 2025 - JUAN
530305222025		05/22/2025	10323160	07012025	120351	922.70	06/16/2025	INV	PD	WEISS CALCARD 05/22/2025
535805222025		05/22/2025	10323131	07012025	120351	15.00	06/16/2025	INV	PD	ALSTON CALCARD 05/22/2025
5504-052225		05/22/2025	10323262	07012025	120351	520.74	06/16/2025	INV	PD	5/25 A. Hashmi Cal Card
554305222025		05/22/2025	10323128	07012025	120351	78.30	06/16/2025	INV	PD	RUBIO CALCARD 05/22/2025
5614052225		06/17/2025	10323304	07012025	120351	2,030.28	06/17/2025	INV	PD	PAMELA SCOTT CALCARD MAY
562805222025		05/22/2025	10323030	07012025	120351	498.81	06/22/2025	INV	PD	CAL CARD MAY 2025 - JOE F
5708-05222025		05/22/2025	10323190	07012025	120351	796.69	06/16/2025	INV	PD	J MAY CC 5/25
5732052225		05/22/2025	10323152	07012025	120351	2,360.46	06/12/2025	INV	PD	LORENA SOULES CAL CARD 05
574005222025		05/22/2025	10323120	07012025	120351	20.00	06/16/2025	INV	PD	MERRILL CALCARD 05/20/202
5820052225		06/17/2025	10323302	07012025	120351	1,076.41	06/17/2025	INV	PD	KRISTEN MARTIN CALCARD MA
589705222025		05/22/2025	10323028	07012025	120351	2,760.64	06/22/2025	INV	PD	CAL CARD MAY 2025 - CHRIS
600105222025		05/22/2025	10323126	07012025	120351	270.00	06/16/2025	INV	PD	MENDENCE CALCARD 05/22/20
609605222025		05/22/2025	10323155	07012025	120351	63.62	06/16/2025	INV	PD	WEADOCK CALCARD 05/22/202
6099052225		06/17/2025	10323316	07012025	120351	2,908.44	06/17/2025	INV	PD	ZACHARIAH PAINTER CALCARD
610405222025		06/07/2025	10323026	07012025	120351	24.05	06/07/2025	INV	PD	Jacob Grajeda Cal Card 05
6112-052225		05/22/2025	10323263	07012025	120351	65.00	06/16/2025	INV	PD	5/25 R. Vega Cal Card
6120-052225		05/22/2025	10323264	07012025	120351	622.62	06/16/2025	INV	PD	5/25 M. Morallo Cal Card
628205222025		05/22/2025	10323149	07012025	120351	260.97	06/16/2025	INV	PD	GONZALEZ CALCARD 05/22/20
6290-05222025		05/22/2025	10323192	07012025	120351	1,861.80	06/16/2025	INV	PD	B BELLANTE CC 5/25
632405222025		05/22/2025	10322859	07012025	120351	1,756.49	06/22/2025	INV	PD	CAL CARD MAY 2025 - ROBER
636605222025		05/22/2025	10323119	07012025	120351	3,343.24	06/22/2025	INV	PD	CAL CARD MAY 2025 - BRIAN
639005222025		05/22/2025	10323110	07012025	120351	2,685.97	06/22/2025	INV	PD	CAL CARD MAY 2025 - MICHA
6431-05222025		05/22/2025	10323193	07012025	120351	785.91	06/16/2025	INV	PD	B WADDELL CC 5/25
644105222025		05/22/2025	10322900	07012025	120351	49.39	06/22/2025	INV	PD	CAL CARD MAY 2025 - MIKE
654605222025		05/22/2025	10323135	07012025	120351	380.75	06/16/2025	INV	PD	ARNOLD CALCARD 05/22/2025
6645052225		05/22/2025	10323174	07012025	120351	250.00	06/12/2025	INV	PD	STEVE SHIANG CAL CARD 052
674105222025		05/22/2025	10323144	07012025	120351	1,398.57	06/16/2025	INV	PD	SPRENGEL CALCARD 05/22/20
6805052224		06/18/2025	10323432	07012025	120351	825.00	06/18/2025	INV	PD	BWALLER CALCARD 052025
6813052225		06/18/2025	10323433	07012025	120351	825.00	06/18/2025	INV	PD	CCASTLE CALCARD 052025

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

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693205222025		05/22/2025	10322540	07012025	120351	3,686.51	06/22/2025	INV	PD	CAL CARD MAY 2025 - MARIO
709605222025		05/22/2025	10323142	07012025	120351	120.76	06/16/2025	INV	PD	VALDIVIA CALCARD 05/22/20
710605222025		05/22/2025	10323166	07012025	120351	242.37	06/16/2025	INV	PD	ROSE CALCARD 05/22/2025
728305222025		05/22/2025	10323146	07012025	120351	203.19	06/16/2025	INV	PD	PLUGGE CALCARD 05/22/2025
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753105222025		05/22/2025	10323080	07012025	120351	3,625.31	06/22/2025	INV	PD	CAL CARD MAY 2025 - JERRY
757205222025		05/22/2025	10323088	07012025	120351	3,344.27	06/22/2025	INV	PD	CAL CARD MAY 2025 - ROY L
7606052225		06/17/2025	10323292	07012025	120351	394.00	06/17/2025	INV	PD	ROBERT PIERCE CALCARD MAY
766305222025		05/22/2025	10323112	07012025	120351	3,612.41	06/22/2025	INV	PD	CAL CARD MAY 2025 - JOSE
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782005222025		05/29/2025	10322475	07012025	120351	42.66	05/29/2025	INV	PD	ROBERT NORMAN 5/25 CAL CA
782505222025		05/22/2025	10323130	07012025	120351	27.56	06/16/2025	INV	PD	SPRY CALCARD 05/22/2025
7933-05222025		05/22/2025	10323265	07012025	120351	1,480.87	06/16/2025	INV	PD	I YANG CC 5/25
8353-05222025		05/22/2025	10323191	07012025	120351	238.97	06/16/2025	INV	PD	T HOFF CC 5/25
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8866-05222025		05/22/2025	10323184	07012025	120351	49.86	06/16/2025	INV	PD	G CURRIE CC 5/25
8908-05222025		05/22/2025	10323183	07012025	120351	554.09	06/16/2025	INV	PD	D MALLABON CC 5/25
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918505222025		05/22/2025	10323127	07012025	120351	73.41	06/16/2025	INV	PD	DELERY CALCARD 05/22/2025
920305222025		05/22/2025	10323177	07012025	120351	903.18	06/16/2025	INV	PD	RECINOS CALCARD 05/22/202
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922405222025		05/22/2025	10323102	07012025	120351	8,119.17	06/22/2025	INV	PD	CAL CARD MAY 2025 - CHRIS
923405222025		05/22/2025	10323098	07012025	120351	331.00	06/22/2025	INV	PD	CAL CARD MAY 2025 - MITCH
9360-052225		05/22/2025	10323274	07012025	120351	16.75	06/16/2025	INV	PD	5/25 C. Park Legal Fees
9449052225		05/22/2025	10322844	07012025	120351	1,116.31	06/22/2025	INV	PD	CAL CARD MAY 2025 - TOMMY
946005222025		06/07/2025	10323025	07012025	120351	3,469.61	06/07/2025	INV	PD	Anthony Wilson Cal Card 0
9498052225		06/17/2025	10323293	07012025	120351	299.88	06/17/2025	INV	PD	SONNACA LUCKEY CALCARD MA
960205222025		05/22/2025	10323125	07012025	120351	457.75	06/16/2025	INV	PD	COOK CALCARD 05/22/2025
984405222025		05/22/2025	10323260	07012025	120351	8,904.32	06/16/2025	INV	PD	TEMPRANO CALCARD 05/22/20
991705222025		05/22/2025	10323179	07012025	120351	722.16	06/16/2025	INV	PD	LOFSTROM CALCARD 05/22/20
996405222025		05/22/2025	10323114	07012025	120351	3,414.25	06/22/2025	INV	PD	CAL CARD MAY 2025 - RICH
						170,831.81				
3281 UC REGENTS										
3013-1259	6258	06/12/2025	10323457	07012025	120352	3,703.34	06/23/2025	INV	PD	ONE YEAR OF PM CE/QI SERV
3013-1260	6258	06/12/2025	10323461	07012025	120352	3,703.34	06/23/2025	INV	PD	ONE YEAR OF PM CE/QI SERV
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4616 UNITED SITE SERVICES OF CALIFORNIA, INC.										
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						2,369.60				
15073 VACKER INC										
4523		05/15/2025	10323420	07012025	120354	3,477.00	06/18/2025	INV	PD	VACKER SIGN FOR WILDERNES

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
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GERARDOM-BOOTFY24-25		06/10/2025	10323161	07012025	120355	330.74	07/10/2025	INV	PD	GERARDO MARTINEZ WORK BOO
13579 VEOLIA WTS SERVICES USA, INC.										
903279476	100972184	06/06/2025	10323424	07012025	120356	91.41	06/23/2025	INV	PD	EXCHANGE DI MIX BED
903279477	100972185	06/06/2025	10323423	07012025	120356	180.91	06/23/2025	INV	PD	EXCHANGE DI MIX BED
						272.32				
8088 VERIZON BUSINESS SERVICES										
73374100		06/24/2025	10323693	07012025	120357	3,201.13	06/24/2025	INV	PD	SV646027 PIP 500 MBPS
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						3,243.58				
14811 VESTIS UNIFORM AND WORK PLACE										
5860447527	6754	06/04/2025	10323347	07012025	120358	114.34	07/10/2025	INV	PD	6/4 PIER UNIFORMS
5860447528	6754	06/04/2025	10323344	07012025	120358	188.18	07/10/2025	INV	PD	6/4 PARKS UNIFORMS
5860447529	6754	06/04/2025	10323349	07012025	120358	352.87	07/10/2025	INV	PD	6/4 PW YARD UNIFORMS
5860450147	6754	06/11/2025	10323348	07012025	120358	114.12	07/10/2025	INV	PD	6/11 PIER UNIFORMS
5860450148	6754	06/11/2025	10323346	07012025	120358	185.80	07/10/2025	INV	PD	6/11 PARKS UNIFORMS
5860450149	6754	06/11/2025	10323350	07012025	120358	350.50	07/10/2025	INV	PD	6/11 PW YARD UNIFORMS
5860452733	6754	06/18/2025	10323426	07012025	120358	113.55	07/10/2025	INV	PD	6/18 PIER UNIFORMS
5860452734	6754	06/18/2025	10323418	07012025	120358	179.35	07/10/2025	INV	PD	6/18 PARKS UNIFORMS
5860452735	6754	06/18/2025	10323415	07012025	120358	350.50	07/10/2025	INV	PD	6/18 PW YARD UNIFORMS
						1,949.21				
15087 VO, JULIETTE										
157955		06/19/2025	10323484	07012025	120359	200.00	06/19/2025	INV	PD	REFUND 157955 AV RETURN D
3392 WALTERS WHOLESALE ELECTRIC CO.										
S127085090.002		06/03/2025	10323323	07012025	120360	213.64	07/25/2025	INV	PD	FREIGHT FOR TWO PEDESTALS
3408 WAXIE SANITARY SUPPLY										
83273980		06/02/2025	10323403	07012025	120361	707.04	07/02/2025	INV	PD	PARKS JANITORIAL SUPPLIES
83287029		06/06/2025	10323407	07012025	120361	2,252.18	07/06/2025	INV	PD	PIER JANITORIAL SUPPLIES
83287367		06/06/2025	10323402	07012025	120361	232.36	07/06/2025	INV	PD	PARKS JANITORIAL SUPPLIES
83306376		06/16/2025	10323343	07012025	120361	2,542.07	07/16/2025	INV	PD	PIER JANITORIAL SUPPLIES
						5,733.65				
9128 WEST COAST LIGHTS & SIRENS, INC.										
27926	6841	06/12/2025	10323307	07012025	120362	3,260.91	07/12/2025	INV	PD	POLICE PATROL VEHICLE UPF
10426 WEST MARINE PRO										
002087		03/06/2025	10323108	07012025	120363	89.70	06/11/2025	INV	PD	SAILING 002087 LINE STASE
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VENDOR INVOICE LIST

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15074 WILLIAMS, TINA										
159717		06/19/2025	10323493	07012025	120365	490.00	06/19/2025	INV	PD	REFUND 159717 1SUM0330-03
15055 YI, JOHN JASON										
05232025		05/23/2025	10323324	07012025	120366	200.00	06/23/2025	INV	PD	REFUND CCW FEES
15067 YORKE ENGINEERING LLC										
44336		06/10/2025	10323376	07012025	120367	809.75	06/18/2025	INV	PD	YORKE ENGINEERING LLC (AV
9320 ZERO WASTE USA										
767315		06/05/2025	10323046	07012025	120368	498.98	07/05/2025	INV	PD	DOGGIE BAGS - PARKS
3510 ZOLL MEDICAL CORPORATION										
4219193		06/10/2025	10323506	07012025	120369	806.66	06/23/2025	INV	PD	MEDICAL AID SUPPLIES
521 INVOICES						1,861,040.00				

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



Administrative Report

H.5., File # 25-0913

Meeting Date: 7/1/2025

To: MAYOR AND CITY COUNCIL
From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE A SECOND AMENDMENT TO THE AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE PROVISION OF INMATE FOOD SERVICES BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOOD SERVICES UNIT AMENDING EXHIBIT A TO INCREASE THE UNIT COST FROM \$3.26 PER MEAL TO \$3.36 PER MEAL FOR FISCAL YEAR 2025-26

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

EXECUTIVE SUMMARY

Approve Contracts Under \$35,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Second Amendment to the Agreement with the County of Los Angeles
- Agmt - First Amendment & Original Agreement with the County of Los Angeles
- Insurance - County of Los Angeles



Food Services Rates

Fiscal Year 2025-2026 Redondo Beach Police Department

Billing rates for Food Services effective July 1, 2025:

Service	Rate
Per meal	\$3.36

Signatures

Authorized Public Entity Representative:

Contract Law Enforcement Bureau Representative:

Print Name

Sergeant Jason Lee
Print Name

Signature

Signed by:

081C7F23AAF842B...
Signature

Date

6/25/2025 | 1:29 PM PDT
Date

EXHIBIT A

Food Services Rates



Fiscal Year 2024-2025 Redondo Beach Police Department

Billing rates for Food Services effective July 1, 2024:

Service	Rate
Per meal	\$3.26

Signatures

Authorized Public Entity Representative:

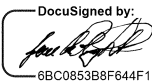
Contract Law Enforcement Bureau Representative:


James A. Light, Mayor

Sergeant Jason Lee

Print Name

Print Name

DocuSigned by:


DocuSigned by:


Signature

Signature

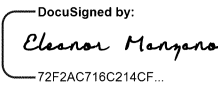
7/26/2024 | 2:30 PM PDT

7/17/2024 | 1:10 PM PDT

Date

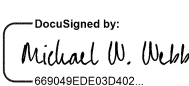
Date

ATTEST:

DocuSigned by:


Eleanor Manzano, CMC
City Clerk
City of Redondo Beach

APPROVED AS TO FORM:

DocuSigned by:


Michael W. Webb
City Attorney
City of Redondo Beach

**FOOD SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF REDONDO BEACH**

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EXHIBIT A: FOOD SERVICES RATES		

FOOD SERVICES AGREEMENT

This Food Services Agreement ("Agreement") is made and entered into this _____ day of _____, _____, by and between by the County of Los Angeles ("COUNTY") and the City of Redondo Beach ("PUBLIC ENTITY").

RECITALS

- A. WHEREAS, public entities require pre-packaged, prepared meals to feed various individuals, such as prisoners in their jail facilities and/or juveniles under their care; and
- B. WHEREAS, PUBLIC ENTITY is desirous of contracting with COUNTY for the provision food services by the Los Angeles County Sheriff's Department ("LASD"), Food Services Unit ("FSU"); and
- C. WHEREAS, such food services will encompass the preparation and delivery of pre-packaged, prepared meals; and
- D. WHEREAS, COUNTY and LASD are agreeable to rendering such food services on the terms and conditions set forth in this Agreement; and
- E. WHEREAS, this Agreement is authorized by Sections 56 1/2 and 56 3/4 of the Charter of the County of Los Angeles and/or California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 COUNTY, through LASD, agrees to provide pre-packaged, prepared meals to PUBLIC ENTITY as set forth herein.
- 1.2 The number of meals and delivery days shall be as mutually agreed upon by LASD FSU and PUBLIC ENTITY. PUBLIC ENTITY may request meals from LASD FSU via email or telephone. Requests shall be submitted to LASD FSU via a COUNTY-provided email address, which contains PUBLIC ENTITY name (PUBLIC ENTITYNAME@lasd.org) so ordering is specific to PUBLIC ENTITY, or via telephone call to LASD FSU at 323-526-5558.
- 1.3 LASD shall be responsible for the delivery of the meals to PUBLIC ENTITY. LASD FSU will propose the best delivery day to PUBLIC ENTITY, according to the existing delivery routes, which helps to keep the meal cost to a minimum. The

frequency of deliveries will be tailored to the specific need of PUBLIC ENTITY. Delivery hours will be off-peak hours between 10:00 p.m. and 8:00 a.m., Monday through Friday. The specific day of delivery is subject to change at the sole discretion of LASD FSU. If a critical food shortage occurs, PUBLIC ENTITY can request meals and pick them up at LASD Century Regional Detention Facility.

- 1.4 Special requests may be accommodated by LASD FSU, in its sole discretion, with at least twenty-four (24) hours advance notice.
- 1.5 LASD shall deliver the meals to a pre-designated, mutually agreed upon food storage location. Thereafter, it is the responsibility of PUBLIC ENTITY to serve the meals and provide any necessary clean-up.
- 1.6 At the time of delivery, the meals provided by COUNTY will meet the nutritional and caloric requirements established by the Food and Nutrition Board of the National Research Council, the Institute of Medicine of the National Academies, the California Daily Food Guide, and the Dietary Guidelines for Americans, in accordance with the Title 15 of the California Code of Regulations.
- 1.7 At the time of delivery, LASD FSU's food preparation and the quality of the meals shall comply with the standards set forth in the California Health and Safety Code, Division 104, Part 7, Chapter 4, Articles 1-8.
- 1.8 LASD shall provide PUBLIC ENTITY with a monthly menu not less than one (1) week prior to the beginning of the following month. Menus are subject to change based upon the availability of food ingredients from vendors; therefore, LASD reserves the right to make menu changes as necessary.

2.0 ADMINISTRATION OF COUNTY PERSONNEL

- 2.1 The rendition of the food services performed by COUNTY, through LASD, the standards of performance, the discipline of officers and civilian employees, and other matters incident to the performance of such food services and the control of personnel so employed shall remain with COUNTY and the Sheriff of Los Angeles County. COUNTY shall pay all wages, salaries, worker's compensation, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them.
- 2.2 With regard to Paragraph 2.1 above, COUNTY, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

3.0 INDEMNIFICATION AND INSURANCE

- 3.1 PUBLIC ENTITY shall indemnify, defend, and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with PUBLIC ENTITY's acts and/or omissions arising from and/or relating to this Agreement.
- 3.2 COUNTY shall indemnify, defend, and hold harmless PUBLIC ENTITY, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with COUNTY's acts and/or omissions arising from and/or relating to this Agreement.
- 3.3 COUNTY shall provide to PUBLIC ENTITY a certificate of self-insurance certifying that COUNTY is self-insured for general liability, automobile liability, and workers' compensation liability.

4.0 BILLING RATES

- 4.1 For and in consideration of the rendition of the food services performed by COUNTY under this Agreement, PUBLIC ENTITY shall pay COUNTY for said services according to the billing rates set forth in Exhibit A, Food Services Rates, of this Agreement.
- 4.2 Billing rates for the meals shall be based on the recovery of ingredient costs, mileage costs, labor costs, and other relevant costs.
- 4.3 The billing rates shall be readjusted by the COUNTY Auditor-Controller annually effective July 1 of each year to reflect the cost of such food services in accordance with the policies and procedures for the determination of such rates as adopted by COUNTY. COUNTY shall notify PUBLIC ENTITY of billing rate changes no later than May 1 of the current contract year. Any change in billing rates shall be documented in a written notification from COUNTY to PUBLIC ENTITY. Such written notification will be in the form of a revised Exhibit A, Food Services Rates, which shall be signed by authorized representatives of LASD Contract Law Enforcement Bureau and PUBLIC ENTITY and attached as an Amendment to this

Agreement pursuant to Section 8.0, Amendments, of this Agreement.

5.0 PAYMENT PROCEDURES

- 5.1 COUNTY, through LASD, shall invoice PUBLIC ENTITY monthly for all food services performed during the previous month, and PUBLIC ENTITY shall pay COUNTY for all undisputed amounts within sixty (60) calendar days after the date of said invoice.
- 5.2 If such payment is not delivered to the COUNTY office which is described on said invoice within sixty (60) calendar days after the date of the invoice, COUNTY is entitled to recover interest thereon.
- 5.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.
- 5.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the COUNTY office which is described on said invoice within ninety (90) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of PUBLIC ENTITY on deposit with COUNTY without giving further notice to PUBLIC ENTITY of the COUNTY's intention to do so.

6.0 TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2023 or upon execution by the Sheriff, whichever is later, and shall terminate June 30, 2028, unless sooner extended or terminated, in whole or in part, as provided for herein.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.
- 7.2 In the event of the termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.
- 7.3 Notwithstanding the foregoing, COUNTY may cancel the provision of service at any time, in the event of exigent circumstances, if the Sheriff concludes that there

are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law. In the event of such a circumstance, COUNTY will provide at least a ten (10) calendar day notice of its inability unless circumstances preclude them, as a practical matter, from giving at least a ten (10) calendar day notice, in which event the COUNTY shall provide such notice of less than ten (10) calendar days as is feasible and practical under the circumstances.

8.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of COUNTY and PUBLIC ENTITY.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

PUBLIC ENTITY represents and warrants that the person executing this Agreement for PUBLIC ENTITY is an authorized agent who has actual authority to bind the PUBLIC ENTITY to each and every term, condition herein.

11.0 INDEPENDENT CONTRACTOR STATUS

This Agreement is between COUNTY and PUBLIC ENTITY and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between COUNTY and PUBLIC ENTITY. The employees and agents of one party shall not be construed to be employees and agents of the other party.

12.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

13.0 NOTICES

13.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

13.2 Notices to COUNTY shall be addressed as follows:

Los Angeles County Sheriff's Department
Food Services Unit
Attn: Unit Commander
4700 Ramona Blvd, Room 316
Monterey Park, CA 91754
Tel No. 323-526-5558
Fax. No. 323-415-1023

13.3 Notices to PUBLIC ENTITY shall be addressed as follows:

City of Redondo Beach
Attn: Maria Temprano
401 Diamond St.
Redondo Beach, CA 90277
Tel. No. 310-379-2477

14.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

15.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

16.0 ENTIRE AGREEMENT

This Agreement, and any Exhibit hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or

oral, and all communications between the parties relating the subject matter hereof. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

FOOD SERVICES AGREEMENT

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and PUBLIC ENTITY has caused this Agreement to be executed on its behalf by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
ROBERT G. LUNA, Sheriff

Date _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____ Approval on File _____
Principal Deputy County Counsel

CITY OF REDONDO BEACH


By 
Authorized Representative

Date 11/13/2023

APPROVED AS TO FORM:

By 
Public Entity Attorney

ATTEST:


ELEANOR MANZANO, CMC, CITY CLERK
November 14, 2023

FOOD SERVICES AGREEMENT

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and PUBLIC ENTITY has caused this Agreement to be executed on its behalf by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
ROBERT G. LUNA, Sheriff

Date _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____ Approval on File _____
Principal Deputy County Counsel

CITY OF REDONDO BEACH

By 
Authorized Representative

Date 11/13/2023

ATTEST :

APPROVED AS TO FORM:

By 
Public Entity Attorney



ELEANOR MANZANO, CMO, CITY CLERK
November 14, 2023

EXHIBIT A



Food Services Rates

Fiscal Year 2023-2024 Redondo Beach Police Department

Billing rates for Food Services effective July 1, 2023:

Service	Rate
Per meal	\$3.20

Signatures W. C. Brand

Authorized Public Entity Representative:

Mayor William C. Brand
Print Name

Contract Law Enforcement Bureau Representative:

Sergeant Ruben Loera
Print Name

Signature

Signature

Date

Date



COUNTY OF LOS ANGELES

06-25-2025

CERTIFICATE OF SELF-INSURANCE COVERAGE

PRODUCER/INSURED

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
RISK MANAGEMENT BRANCH
320 WEST TEMPLE STREET, 7TH FLOOR
LOS ANGELES, CA 90010

This certificate is provided for informational purposes only, and does not affect, or expand any of the County's obligations pursuant to the Agreement. This Certificate also confirms that the County is not an insurance company, and that no insurance obligation or relationship exists, or will be established in any manner whatsoever between the County and any individual, contractor, vendor and public or private entity/organization.

ENTITIES AFFORDING COVERAGE

COUNTY OF LOS ANGELES

PARTICIPATION
100%

COVERAGES

This Certificate of County Self-Funding Insurance Obligation (Certificate) is the County of Los Angeles (County) authorized Statement that is elected to self-fund its financial obligations. This self-funding of liability is in lieu of commercial insurance coverage, and applies only to the extent permitted by State Law.

The County is permitted to self-fund its liabilities arising from acts or omissions of the County; its appointed and elected officers, employees and volunteers (except actual fraud, corruption, or malice), by virtue of California Government Code Sections 989-991.2, County Code 5.32 and Articles 1 and 2 of the County Charter. The liabilities that the County self-funds include general, automobile, property and workers' compensation.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
<input checked="" type="checkbox"/> Commercial General Liability	Self Insured	06/25/2025	06/25/2026	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
<input checked="" type="checkbox"/> Automobile Liability	Self Insured	06/25/2025	06/25/2026	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
<input checked="" type="checkbox"/> Property Liability	Self Insured	06/25/2025	06/25/2026	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
<input checked="" type="checkbox"/> Workers' Compensation and Employers Liability	Self Insured	06/25/2025	06/25/2026	Occurrence Amount - Statutory Statutory aggregate

DEPARTMENT OF OPERATIONS/LOCATIONS

County Department **Sheriff**
Facility Use Agreement Food Services Agreement

Certificate Holder
City of Redondo Beach

401 Diamond Street
Redondo Beach, CA, 90277

CANCELLATION

SHOULD THE COUNTY ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY WILL NOTIFY THE HOLDERS ON ITS RISK MANAGEMENT WEBSITE

BY:

DESTINY CASTRO, ACTING COUNTY RISK MANAGER



Administrative Report

H.6., File # 25-0880

Meeting Date: 7/1/2025

To: MAYOR AND CITY COUNCIL
From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE THE PURCHASE OF ONE NAUTILUS HD RIDER SCRUBBER/SWEEPER VEHICLE FROM HAAKER EQUIPMENT COMPANY, DBA TOTAL CLEAN EQUIPMENT, FOR USE BY THE PUBLIC WORKS DEPARTMENT FOR A TOTAL COST OF \$86,868

EXECUTIVE SUMMARY

The FY 2025-26 Adopted Budget included funding for the purchase of a scrubber/sweeper for the Pier Division of the Public Works Department. Recommended is the purchase of a Nautilus High Dump (HD) Scrubber/Sweeper utilizing competitive pricing secured through the City's regular purchasing procedures.

BACKGROUND

In June 2025, the City Council Approved Decision Package (DP) #51 - *Annual Vehicle Replacement Purchases* as a part of the FY 2025-26 Adopted Budget. This action set aside \$1,347,474 for the replacement of 14 City vehicles and other required equipment. DP #51 also approved the purchase of scrubber/sweeper instead of a planned truck purchase for the Public Works Department's Parks Division. The total cost difference between the originally planned Parks truck (\$71,340) and the Pier scrubber is \$15,527.93, which was included in the funding appropriated by DP #51. If approved, the vehicle will be ordered and is anticipated to be delivered to the City within the next two months.

The vehicles and equipment approved for replacement as part of the FY 2025-26 budget, and the status of their acquisition, is as follows:

Vehicle Replacement Fund - Decision Package						
Unit	Year	Description	Assigned	Dept	Total Funding Per Unit	Status
340	2004	BOBCAT ROLLER	STREETS	PW	\$ 61,093	
861	2017	TAYLOR-DUNN ELECT CART	UPLANDS MAINT	PW	\$ 17,890	
862	2017	TAYLOR-DUNN ELECT CART	UPLANDS MAINT	PW	\$ 17,992	
863	2017	TAYLOR-DUNN ELECT CART	UPLANDS MAINT	PW	\$ 17,890	
864	2017	TAYLOR-DUNN ELECT CART	UPLANDS MAINT	PW	\$ 17,890	
899	2017	TAYLOR-DUNN ELECT CART	UPLANDS MAINT	PW	\$ 17,890	
364	2003	CAT RC60 FORKLIFT	FLEET SERVICES	PW	\$ 81,633	
20	2013	FORD TRANSIT CONNECT	BUILDING	PW	\$ 35,505	
103	2009	FORD F-250 PICKUP-EQ	FLEET	PW	\$ 38,367	
Units Previously Approved by Council - Funding re-appropriation requ						
333	2006	CHEVROLET CC7500 CNG D	STREETS	PW	\$ 203,938	
350	2006	GMC TC 7500 CNG KNUCKLE	STREETS	PW	\$ 295,990	
200	2006	GMC TC 7500 INSULATED M	STREETS	PW	\$ 287,546	
G-1	1999	CATEPILLAR 3306 GENERAT	SEWER	PW	\$ 159,632	
G-3	2000	MQ POWER DCA-25SSIU	SEWER	PW	\$ 78,560	
					\$ 1,331,814	
207		PIER SCRUBBER			\$ 15,660	Recommend
					\$ 1,347,474	

Competitive pricing for the electric carts was secured through the City's regular purchasing procedures. The procedures contain a number of competitive purchasing options including the use of a "Piggyback Bid," which enables the City to procure goods or services by utilizing another public entity's recent Request for Proposal or Bid, or the Sourcewell Cooperative Purchasing Program. Cooperative purchasing programs provide valuable benefits to state and local governments. By attaching to national or regional cooperatives, the City has immediate access to legitimately solicited contracts that guarantee pricing and delivery options without expending staff resources on the preparation of its own competitive proposal. Pricing is often better than what the City could obtain independently due to the increased purchasing power of these cooperatives. If approved, the recommended scrubber/sweeper would be acquired via Los Angeles Community Colleges District Master Agreement (attached) Bid No. FE-23-04-RFB.

COORDINATION

The Public Works Department coordinated this report with the Financial Services Department.

FISCAL IMPACT

Funding for the purchase of the vehicle was approved as part of the FY 2025-26 Adopted Budget via Decision Package #51 - *Annual Vehicle Replacement Purchases*. Specifically, \$15,660 was set aside for the purchase of a Pier Scrubber to supplement funds available for the replacement of Parks Division Unit #207. There is no additional appropriation required to purchase this vehicle.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Quote - Nautilus HD Rider Scrubber Sweeper from Haaker Equipment Company, June 9, 2025

- Agmt - Los Angeles Community College District Master Procurement Agreement Bid No. FE-23-04-RFB

Buyer: Chris King
City of Redondo Beach
531 N Gertruda Ave.
Redondo Beach, CA 90277

Factory Rep: Chris Chevarria
Total Clean Equipment
2070 N White Ave
La Verne, Ca 91750
phone: 909-260-4717 email: chris.chevarria@haaker.com



PowerBoss
Authorized Dealer

Quote Date : 06/09/25
Expires : 07/09/25

BUILT-IN "THE POWER OF CLEAN" INCLUDES:

Standard Equipment and Features NAUTILUS High Dump Rider Scrubber / Sweeper

- Cleans 130,000 sq ft per hr (12,077 m2 per hr)
- 45" (114.3 cm) Cleaning Path
- 60" (152 cm) Path w/opt. 16" Side Scrub Brush
- Two 45" (114 cm) Cylindrical Scrub Brushes
- Cylindrical Scrub Brush Diameter 12" (30 cm)
- 3.9 cu. ft. (.060 m3) 390 lbs. Debris Hopper
- 60" Hydraulic High Dump Hopper Standard
- Quick View Hydraulic Squeegee
- 90 Gallon (379 L) Solution Tank, 90 Gallon (379 L) Recovery Tank
- 15 gallon demisting chamber
- Clogged Filter Indicator
- Solution/Recovery Tank Warning Lights
- Durable, Rust-Free, Large Poly Tanks
- Automatic Squeegee Lift in Reverse
- Cylindrical Wet Sweep Scrub System
- Auto Shutdown (High Temp / Low Oil) Std Gas/LPG / Hour Meter
- Cast iron engine / cast iron block - Powered by Kubota
- (1) 180 Mid-Grit Cylindrical Brush, Standard
- Engine Air Filter Indicator
- Stainless Steel Side Squeegee Band Clamp
- Rotomolded Hopper with Stainless Steel Bottom Standard
- KUBOTA Gasoline, Diesel or LP Powered
- Aluminum Radiator, Industrial Heavy-Duty
- Parking Brake (standard)
- Power Steering
- PRO Scrub Standard
- Forward Speed 7.7 mph (12.8 km/h)
- Reverse up to 4 mph (4.8 km/h)
- Heavy Duty Air Cleaner
- Head, Tail and Instrument Lights
- Weight: 3,450 lbs (1564 kg)
- Shipping Weight: 5,300 lbs (2404 kg)
- L x W Frame x H: 95 x 55 x 60.5"
- L x W Frame x H: 241 x 137 x 241 cm
- L x W x H: 95 x 56 x 83.5" with OHG
- L x W x H: 241 x 137 x 212 cm with OHG
- (2) Side Squeegees, (1) Rear, (1) Inner Squeegee-Linatex Standard
- Stainless Steel Door Hinge
- Stainless Steel Rear Squeegee Band Clamps
- Stainless Steel Squeegee Assembly
- Stainless Steel Scrub Deck

NAUTILUS HD (HIGH DUMP)

NAUTILUS HD Rider Scrubber-Sweeper Warranty:

Parts / Replacement Parts	36 Months / 3,000 Hours
Labor	24 Months
Travel (2 hour cap)	180 Days
Engine	60 Months / 3,000 Hours **
Tanks	10 Years
Extended Warranty	Available up to +24 months / +3,000 hours
PowerBoss O-Ring faced hydraulic hose seal design come with a 3 year leak proof warranty.	



Base Configuration

Description	Part Number	Price	Qty.	Extended Price
Nautilus HD LPG	PB45HLP	\$73,042.17	1	\$ 73,042.17
Opt- TGT Heated Solution, LP Includes Install.	731507-A	\$4,695.75	1	\$ 4,695.75
LP TANK Includes Install.	3302649	\$425.00	1	\$ 425.00
Opt -Pressure Washer 2000PSI Nautilus/HD Includes	730041	\$4,208.45	1	\$ 4,208.45
Opt - Front Wheel Fender Nautilus/HD Includes Install.	730052	\$195.65	1	\$ 195.65
Opt - Low LP Indicator Nautilus/HD Includes Install.	730042	\$240.51	1	\$ 240.51
Opt - Back-up Alarm Nautilus/HD Includes Install.	730008	\$558.63	1	\$ 558.63
Opt - Fire Extinguisher Nautilus/HD Includes Install.	730016	\$260.03	1	\$ 260.03
Opt -Parking Brake Indicator Nautilus/HD Includes Install.	730045	\$250.64	1	\$ 250.64
Opt - Light, Amber LED, Sol Tnk Naut/HD Includes Install.	730189-4	\$443.05	1	\$ 443.05
Opt - Blue Safety Light Front Nautilu/HD Includes Install.	730182	\$329.34	1	\$ 329.34
Opt - Blue Safety Light Rear Nautilus/HD Includes Install.	730183	\$329.34	1	\$ 329.34
Opt - High Water Flow Nautilus/HD Includes Install.	730123-HF	\$959.62	1	\$ 959.62

Opt - Wash-Down Spray Hose Nautilus/HD Includes	730040	\$1,531.07	1	\$ 1,531.07
Broom, 45" 180 Grit Abrasive, PH	731588-PH	Included		
Squeegee, Side, Linatex, Nautilus	730644	Included		
Squeegee, Front, Linatex, Nautilus	730787	Included		
Squeegee, Rear, Linatex, Nautilus	730788	Included		
36 Months Parts, 24 Months Labor	Standard	Included		
Machine & Options Sub-Total		\$ 87,469.25	1	\$ 87,469.25
LACCD Master Agreement Discount 15% Machine Only		\$ 10,956.33	-1	\$ (10,956.33)
Machine & Options Total After Discount		\$ 76,512.92	1	\$ 76,512.92
Freight		\$ 2,895.00	1	\$ 2,895.00
Tax		\$ 7,460.01	1	\$ 7,460.01
Subject to all applicable taxes				
		9.75%		
MACHINE TOTAL*				\$ 86,867.93

Quote Special Instructions:

Terms and Conditions

Ask your local sales rep for estimated lead times. Verify details when placing your order
All orders subject to acceptance by Minuteman Interantional Inc
Prices subject to change without notice.
Terms: Net 30 days. Subject to any applicable taxes and dealer profile.
All orders are subject to Minuteman's Terms and Conditions

Order Placement Information: To place your order, fill in PO# and customer signatures,
call or fax to the numbers listed below. Customer Purchase Order is required.
If information is missing, orders will be entered and held until all information is received.

Quote Date : 45817

Customer Number

Sold To Information (Please Verify)

Company:

City of Redondo Beach

Address:

531 N Gertruda Ave.
Redondo Beach, CA 90277

Name:

Chris King

Phone:

310-697-3619 chris.king@redondo.org

Ship to Information (Please Verify)

Company:

City of Redondo Beach

Address:

531 N Gertruda Ave.
Redondo Beach, CA 90277

Name:

Chris King

Phone:

310-697-3619 chris.king@redondo.org

Shipping/Carrier Instructions:

TBD

Order Special Instruction:

Customer Purchase Order No.

(please attach copy)

Tax Exempt

Yes

No

If Yes, attach a copy of your exemption certificate.

Requested Delivery Date

Chris King

Authorized Buyer (please print)

Authorized Buyer Signature

Power Boss Representative

310-697-3619

Phone Number

The Power of Clean
Total Clean Equipment
Direct: 909-598-2706

PURCHASE AGREEMENT

Contract No.: 40590
Supplier: Haaker Equipment Company
D/B/A Total Clean Equip.
Contact: Wilson Shyu, General Manager
Telephone: (909) 598-2706
Email Address: wilsons@haaker.com
Address: 2070 N. White Avenue
La Verne, CA 91750
Financial ID: 40J.5J55.05 / 50J.4J55.05
Bid No.: FE-23-04-RFB

THIS MASTER PROCUREMENT AGREEMENT BETWEEN DISTRICT AND SUPPLIER FOR CUSTODIAL EQUIPMENT AND SUPPLIES ("Purchase Agreement") is entered into on this 4th Day of May, 2023 by and between the LOS ANGELES COMMUNITY COLLEGE DISTRICT, a community college district organized under the laws of the State of California ("District") and the undersigned Supplier ("Supplier") / Vendor ("Vendor").

ARTICLE 1 GENERAL PROVISIONS

1.1. BASIC DEFINITIONS

Capitalized terms used in the contract documents shall have the meanings assigned to them below. Capitalized terms not defined shall have the meanings assigned to them in, or if none is assigned as reasonably understood to apply to them by the context of, the portion of the contract documents where such terms are used.

1.1.2. Addendum means written or graphic information prepared and issued prior to the receipt of Supplier's Bid, which modifies or interprets the Bidding Documents by additions, deletions, clarifications, or corrections.

1.1.3. Alternate means a proposed alternative described in the Bidding Documents for adding, deleting or replacing a particular item of Goods Applicable Laws means all statutes, ordinances, rules, regulations, policies and guidelines enacted by Governmental Authorities (including, without limitation, Environmental Laws and Disability Laws), codes adopted or promulgated by Governmental Authorities (including, without limitation, building and health and safety codes), lawful orders of Governmental Authorities and common law, including, but not limited to, principles of equity applied by the courts of the State of California, which are in effect at any time during performance of the Purchase Agreement or any Order.

1.1.4. Application for Payment (Invoice) means Supplier's certified application for payment or Invoice in accordance with the Contract Documents.

1.1.5. Award means the action of the Board of Trustees duly approving by resolution District's entering into the Purchase Agreement with Supplier.

1.1.6. Base Bid means the sum of money stated in a Bid for which the Bidder proposes to perform the obligations described in the Bidding Documents, exclusive of adjustments for Alternates.

1.1.7. Bid means the bid price submitted by Supplier to District in accordance with the Bidding Documents.

Purchase Agreement

1.1.8. Bidder means a person or entity submitting a Bid. **Bid Classification** means a grouping of Goods of various Product Types, for the purpose of facilitating bidding and Award to the successful Bidder of a Purchase Agreement for all of the Goods within that Bid Category.

1.1.9. Bid Form means the form prescribed by the Bidding Documents to be completed and signed by the Bidder and submitted as the Bid.

1.1.10. Bid Price means the Bid Price for one (1) unit of Goods of a particular Product Type, based upon the unit of measurement applicable to such Product Type as set forth in the Bidding Documents.

1.1.11. Bidding Documents means the following collection of documents prepared and issued for the purpose of soliciting Bids for Award of a Purchase Agreement: (1) Notice to Bidders; (2) Instructions to Bidders; (3) Bid Form; (4) Form of Purchase Agreement;; (5) Performance Specifications; (7) Addenda; and (8) those documents, or those portions or provisions of documents that, although not listed among the documents described in Clauses (1) through (7) hereinabove, are expressly cross-referenced therein or attached thereto.

1.1.12. Board of Trustees means the governing board of the Los Angeles Community College District.

1.1.13. Bond Program means the Los Angeles Community College Propositions A and AA and Measure J Bond Programs.

1.1.14. CADD Drafting Manual (sometimes referred to "BIM/CADD Standards") means the manual and standards developed by District or its Program Manager setting forth the basic requirements for production and use of electronic files and documents.

1.1.15. Chancellor means the Chancellor of District.

1.1.16. Chief Facilities Executive means District's Chief Facilities Executive, Facilities Planning & Development, or his/her designee designated by District in writing to act on his/her behalf.

1.1.17. Claim is as defined in Article 16 of this Purchase Agreement.

1.1.18. Claims Dispute Resolution Process means the process of resolution of Claims set forth in Article 16 of this Purchase Agreement.

1.1.19. College means a college, or satellite college, of District, acting by and through the College President or his/her designee.

1.1.20. College Construction Health, Safety and Environmental Program means the plan prepared by College Project Director setting forth the policies, procedures and forms to be followed and used by Supplier and others in connection with safety, health and environmental conditions at a Site.

1.1.21. College President means the person duly appointed by the Board of Trustees as President for a College.

1.1.22. College Project Director means the District's Consultant primarily responsible for management, oversight and supervision of the implementation of the Bond Program as they relate to particular management of improvements being performed for a College.

1.1.23. Community Economic Development Program Outreach Forms means the forms, so titled, that are referenced in the Bidding Documents.

1.1.24. Completed Delivery means the point at which the entirety of a Lot of Goods covered by an Order that has been issued, has been delivered, placed and set-up in conformance with the requirements of the Contract Documents.

Purchase Agreement

1.1.25. Compliant Goods means the Goods described in Exhibit "D" hereto in strict accordance with the requirements of this Purchase Agreement and the other Contract Documents, including, without limitation, the Performance Specifications attached hereto as Exhibit "D"

1.1.26. Contract Documents means the following collection of documents governing Supplier's performance associated with an Order: (1) the Purchase Agreement between District and Supplier, Addenda issued prior to execution of the Purchase Agreement; (2) the Order; and (3) those documents, or those portions or provisions of documents that, although not listed among the documents described in Clauses (1) through (2) hereinabove, are expressly cross-referenced therein or attached thereto.

1.1.27. Date for Receipt of Bids means the date and time specified in the Notice to Bidders as the deadline for receipt of Bids, as amended by Addendum.

1.1.28. Day, whether capitalized or not, and unless otherwise specifically provided, means calendar day, including weekends and Holidays.

1.1.29. Defective Goods means any portion of the Goods, or the services provided by Supplier in connection therewith, that is unsatisfactory, faulty, omitted, incomplete, and deficient or does not conform to Applicable Laws, the Contract Documents or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

1.1.30. Delay, whether capitalized or not, means any circumstances involving delay, disruption, hindrance or interference in the delivery of Goods.

1.1.31. Delivery Date means the Day designated in an Order for Completed Delivery of all or a portion of the Goods to a Destination, as adjusted for changes in the Delivery Date communicated to Supplier in accordance with District's rights under the Contract Documents and for extensions of time authorized by the Purchase Agreement.

1.1.32. Design Consultant means a person or entity under contract with District primarily responsible to provide design, engineering and related construction administration services to District for a project in which some or all of the Goods furnished by Supplier will be placed or incorporated.

1.1.33. Design Documents means all plans, drawings, tracings, specifications, programs, reports, calculations, models, presentation materials and other materials or documents containing designs, specifications or engineering information prepared by or at the request of District, including, without limitation, computer aided design materials, electronic data files and paper copies. The term "Design Documents" includes, without limitation, all building and other designs depicted therein, as well as the physical documents themselves.

1.1.34. Destination means the destination at a College campus designated in an Order for delivery of Goods.

1.1.35. Disability Laws means applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Government Authority, which regulate, relate to or impose liability or standards of conduct with respect to, or accessibility for, persons with disabilities, including, without limitation, the Americans with Disabilities Act (42 USCA §§ 12101 et seq.) and the Fair Housing Amendments Act of 1988 (42 USCA §§ 3604 et seq.).

1.1.36. Discovery Date, used in reference to Supplier's obligation to give written notice of certain facts, conditions or circumstances, means the earlier of the dates that Supplier either: (1) discovered such facts, conditions or circumstances, or (2) should have discovered such facts, conditions or circumstances in the exercise of reasonable care practiced by the those furnishing materials of the same or similar type to those provided for purchase under the Purchase Agreement.

1.1.37. District means the Los Angeles Community College District, a community college district organized under the laws of the State of California, acting through its Chancellor, Executive Director or their designees designated by him/her to act on his/her behalf.

Purchase Agreement

1.1.38. District Consultant means a consultant engaged by District to provided professional advice.

1.1.39. District Website means the website maintained by District at <http://www.laccd.edu>, including, without limitation, any related websites for which links are provided on the District Website.

1.1.40. Environmental Laws means all applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority, which regulate, relate to, or impose liability or standards of conduct concerning any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof), occupational or environmental conditions on, under, or about a Site (including, without limitation, soil, groundwater, and indoor and ambient air conditions), or occupational health or industrial hygiene (but only to the extent related to Hazardous Substances on, under, or about a Site), as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act (also known as the Federal Water Pollution Control Act) [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Materials Transportation Act [49 U.S.C.A. §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A. §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Air Act [42 U.S.C.A. §§ 7401 et seq.]; the Safe Drinking Water Act [42 U.S.C.A. §§ 300f et seq.]; the Solid Waste Disposal Act [42 U.S.C.A. §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 U.S.C.A. §§ 11001 et seq.]; the Occupational Safety and Health Act [29 U.S.C.A. §§ 655 and 657]; the Residential Lead-Based Paint Exposure Act (Title X of the Housing and Community Development Act of 1992) [15 U.S.C.A. §§ 2681 et seq.]; the Lead-Based Paint Poisoning Prevention Act [42 U.S.C.A. §§4821 et seq.] the California Underground Storage of Hazardous Substances Act [Cal. Health & Safety Code §§ 25280 et seq.]; the California Hazardous Substances Account Act [Cal. Health & Safety Code §§ 25300 et seq.]; the California Hazardous Waste Control Act [Cal. Health & Safety Code §§ 25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [Cal. Health & Safety Code §§ 24249.5 et seq.]; the Porter-Cologne Water Quality Act [Water Code §§ 13000 et seq.], and all similar federal, state or local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements.

1.1.41. Evidence of Insurance means the statement, completed by Bidder as specified in the Instruction to Bidders, evidencing the Bidder's compliance with the insurance requirements of the Bidding Documents.

1.1.42. Excusable Delay means a Delay to Supplier's ability to achieve Completed Delivery of Goods by the Delivery Date and that is: (1) not caused in whole or in part by the failure of Supplier or its Sub-Suppliers to comply with any obligation under the Contract Documents (including, without limitation, the furnishing of Defective Goods by Supplier or its Sub-Suppliers); and (2) unforeseeable, unavoidable and beyond the control of Supplier and its Sub-Suppliers. Without limitation to the foregoing, neither the bankruptcy, insolvency nor financial inability of Supplier or any of its Sub-Suppliers, of any Tier, to perform any obligation imposed by Purchase Agreement or Applicable Law shall constitute grounds for Excusable Delay.

1.1.43. Existing Improvements means improvements on a Site, including, but not limited to, buildings, utilities, infrastructure improvements and other facilities.

1.1.44. Goods means collectively generally the materials, items or equipment that are the subject of purchase under the Purchase Agreement, including any incidental services or other documentation required to be furnished by Supplier under the terms of the Contract Documents.

1.1.45. Governmental Authority means the United States, the State of California, and any local, regional, state or federal political subdivision, agency, department, commission, board, bureau, court, judicial or quasi-judicial body, and any legislative or quasi-legislative body, or instrumentality of any of them, which exercises jurisdiction over the Goods, Site, Supplier or District.

1.1.46. Guaranteed Minimum means the minimum dollar value the District has guaranteed will be purchased from Supplier.

1.1.47. Hazardous Substance means: (1) any chemical, material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste", "contamination" or words of similar import under any Environmental Law, including, without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs") and PCB-containing materials, whether or not occurring naturally; or (2) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

1.1.48. Holidays means: (1) Martin Luther King Day; Presidents' Day; Cesar Chavez Day; Memorial Day; Fourth of July; Labor Day; Veteran's Day; Thanksgiving (two Days); Christmas (two Days); and New Year's (two Days); and (2) any other holidays hereafter declared by the executive or legislative branches of the United States or State of California as legal holidays and recognized as such by District.

1.1.49. Indemnitees means those persons or entities listed in Paragraph 5.13.1, below, as the "Indemnitees".

1.1.50. Instructions to Bidders (AKA Request for Bids) means the portion of the Bidding Documents setting forth the requirements to be followed by Bidders in preparing and submitting Bids.

1.1.51. Los Angeles Community College District or LACCD mean the Los Angeles Community College District.

1.1.52. Loss, Losses mean any and all economic and non-economic injuries, losses, costs, liabilities, claims, cost escalations, damages, actions, judgments, settlements, expenses, fines and penalties. "Losses" do not include attorney's fees or court costs, whether arising as an expense or cost of legal proceedings to which Supplier is a party or as a consequential damage claimed against Supplier by any third person or entity.

1.1.53. Lot means a quantity of Goods, of any amount and from one or any combination of Product Types that is designated by District in an Order.

1.1.54. Purchase Agreement means the written Purchase Agreement between District and Supplier for Purchase of Goods contained in the Bidding Documents and executed between District and Supplier.

1.1.55. Master Files Archives System means the master filing system prepared by or at the request of District whereby all documents (electronic and hard copy) are stored for ready access by District, auditors of District or other authorized persons.

1.1.56. Modification means a written agreement between District and Supplier that amends, adds to or revises the provisions of the Purchase Agreement or other Contract Documents.

1.1.57. Non-Collusion Declaration means the form, so titled, required by the Bidding Documents to be submitted by Bidder.

1.1.58. Notice of Completed Delivery means a written notice issued by the College Project Director or District Consultant confirming Completed Delivery.

1.1.59. Notice of Delivery means a written notice required to be issued by Supplier notifying District placing an Order of the date of anticipated delivery of the Goods covered by such Order.

1.1.60. Notice of Intent to Award means a written notice issued by or on behalf of District stating its intent to Award the Purchase Agreement to Supplier.

1.1.61. Notice to Bidders means a written notice issued by or on behalf of District inviting submission of Bids.

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1.1.62. Order means a written request by District to Supplier for the purchase and delivery of Goods.

1.1.63. Performance Specifications means the performance standards set forth in or attached to the Purchase Agreement applicable to Supplier's performance under the Contract Documents.

1.1.64. Policy on Local, Small and Emerging Businesses means District's policy on affording opportunities for local, small and emerging businesses as set forth in District's Board Rule 7103.17, which is available on the District Website.

1.1.65. Post-Award Submittals means the collection of documents described in the Request for Bid that is required to be submitted by the successful Bidder following its receipt of the Notice of Intent to Award.

1.1.66. Pre-Bid Conference means the conference, specified in the Notice to Bidders as either mandatory or optional, held prior to the Date for Receipt of Bids for the purpose, without limitation, of introducing the Bidders generally to the scope of the purchases being proposed under the terms of the Bidding Documents.

1.1.67. Price Schedule means the list of unit prices and discounts, based upon the Bid submitted by Supplier, that are used to calculate the Purchase Price for the Goods covered by the Purchase Agreement.

1.1.68. Product Data means illustrations, standard schedules, charts, instructional brochures, diagrams and other information furnished by Supplier to illustrate a portion of the Goods.

1.1.69. Product Type means a specific type of Goods described in the Bidding Documents for purposes of bidding and purchasing.

1.1.70. Program Manager means the District Consultant primarily responsible for management, oversight and supervision of the implementation of all aspects of the Bond Program.

1.1.71. Project Safety Program means the plan, if any, prepared by or at the request of District setting forth the safety policies, procedures and forms to be followed and used by Supplier and Sub-Suppliers when they are on a Site.

1.1.72. Proprietary Information means (in lieu of any other definitions applicable to proprietary information or trade secrets that may exist or apply under Applicable Laws) technical or pricing information in the form of design details, manufacturing techniques, procedures, means and methods and other technical design and manufacturing information that: is (1) patented; or (2) is (a) only known to those persons within Supplier's company in whom such technical information is confided; or (b) has unique or special qualities (including, without limitation, a unique or special assembly) not generally known in the industry among competing manufacturers or suppliers furnishing materials of the type to be provided under the Purchase Agreement.

1.1.73. Purchase Price means the total compensation payable to Supplier for the Goods, exclusive of Applicable Sales Taxes.

1.1.74. Receipt of Order means either: (1) the date of actual receipt of any Order by Supplier if sent by facsimile, personal delivery or electronic transfer; or (2) in the case of an Order sent by mail, the third (3rd) Working Day after the Order is deposited for mailing in regular mail.

1.1.75. Request for Extension means a formal written notice and request required to be submitted by Supplier pursuant to Paragraph 9.2.2, below, setting forth the justification and support for Supplier's request for adjustment to a Delivery Date due to Excusable Delay.

1.1.76. Samples means physical examples that, when approved as required by the Contract Documents, illustrate the standards by which the Goods requested in an Order are to be evaluated and judged.

1.1.77. Separate Contractor means a person or entity under contract with District to perform construction of, or furnish labor, materials or equipment to a Site.

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1.1.78. Services means additional Services as requested in the Bidding Documents which are required beyond the cost of Goods as defined in the Bidding Documents.

1.1.79. Shop Drawings means drawings, diagrams, schedules and other data specially prepared by Supplier or a Sub-Supplier to illustrate some portion of the Goods.

1.1.80. Site means: (1) a parcel(s) of land that is (are) owned or leased by District for use by a College; and (2) all areas adjacent to such parcel(s) that may be used by Supplier or Sub-Suppliers for preparation, drop off or delivery of Goods.

1.1.81. Sub-Supplier means a person or entity that has a contract to perform some portion of the obligations of Supplier under the Contract Documents, including without limitation, suppliers, manufacturers and vendors, of any and every Tier. Sub-Supplier does not include suppliers of raw materials that are furnished to Supplier for processing or manufacture by Supplier or a Sub-Supplier.

1.1.82. Submittal means Shop Drawings, Product Data, Samples and other detailed designs, exemplars, fabrication and installation drawings, lists, graphs, owner's instructions and similar documents required to be submitted by Supplier under the Contract Documents.

1.1.83. Substitution means an item of Goods proposed by the Bidder or Supplier in place of that specified in the Bidding Documents and Contract Documents.

1.1.84. Substitution Request Form means the form, so titled, that is part of the Bidding Documents and that the Bidders are required to use when requesting a Substitution.

1.1.85. Supplier (aka Vendor) means the person or entity under contract with District pursuant to the Purchase Agreement.

1.1.86. Supplier's Own Expense, when used in the Contract Documents with regard to a stated circumstance, means that Supplier agrees to pay for any Loss associated with such circumstance without reimbursement by District and without extension of a Delivery Date. References to Supplier's Own Expense in relation to a set of circumstances stated in one portion the Contract Documents shall not be interpreted as implying that such circumstances are the sole or exclusive circumstances under which Supplier is responsible to bear, at its own expense, risk or cost without compensation or reimbursement by District.

1.1.87. Tier means the contractual level of a Sub-Supplier with respect to Supplier. For example, a "first-tier" Sub-Supplier is a supplier that has a direct contract with Supplier. A supplier that has a direct contract with a first-tier Sub-Supplier is in the "second tier," and so on. Use of the phrase "of every Tier", or similar phraseology, in the Contract Documents shall not be interpreted as implying that other provisions of the Contract Documents, where such phrases are not used, are intended to be limited application to only the first Tier or to only certain Tiers of Sub-Suppliers.

1.1.88. Unexcused Delay means any Delay that is not an Excusable Delay, including, without limitation, Delays for which Supplier is not permitted an adjustment to a Delivery Date due to Supplier's failure to comply with the requirements of the Purchase Agreement pertaining to proper and timely notice and proof of entitlement to an extension of time for Excusable Delay.

1.1.89. Worker's Compensation Certificate means the statement, completed by Bidder in the form specified in the Instruction to Bidders, evidencing the Bidder's compliance with the worker's compensation insurance requirements of the Bidding Documents and Applicable Laws.

1.1.90. Working Day means any Day other than Saturdays, Sundays and Holidays.

1.2. PARTIES

1.2.1. District and Supplier. The parties to the Purchase Agreement are Supplier and District.

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1.2.2. No Third Party Contracts. The Contract Documents shall not be construed to create a contractual relationship, of any kind, between: (1) a Design Consultant or District Consultant, on the one hand, and Supplier or a Sub-Supplier of any Tier, on the other hand; (2) the College Project Director and Supplier or a Sub-Supplier of any Tier; (3) the Program Manager and Supplier or a Sub-Supplier of any Tier; (4) a Design Consultant and the College Project Director; (5) a Design Consultant and the Program Manager; (6) District and a Sub-Supplier of any Tier; or (7) the College Project Director and the Program Manager. The enumeration of parties set forth in this Paragraph 1.2.2 shall not be interpreted as implying the existence of any direct or indirect contractual relationship between District and any other third party not mentioned.

1.3. CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

1.3.1. Intent. Unless specifically indicated in the Contract Documents to the contrary, the intent of the Contract Documents is for Supplier to provide all items necessary to furnish the Goods, complete in all of parts, suitable for use for their intended purpose.

1.3.2. Complementary. Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. All the obligations of Supplier mentioned or indicated in the Contract Documents shall be performed by Supplier unless specifically indicated in the Contract Documents to be done by others.

1.3.3. Technical Words. Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood industry meanings and non-technical words and abbreviations are used in accordance with their commonly understood meanings.

1.3.4. Trade Names. It is not the intention of the Contract Documents to go into detailed descriptions of any materials and/or methods commonly known to the trade under a "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to Supplier that it will be required to provide the Goods so named with all its appurtenances and incidentals included.

1.3.5. Dimensions. Figured, derived or numerical dimensions on shall govern over designs without such dimensions.

1.3.6. Applicable Laws. Compliance with Applicable Laws shall be considered as a part of Supplier's obligations under the Contract Documents.

1.3.7. Modifiers. The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an." If a modifier or an article is not included in one statement and appears in another it is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

1.3.8. Singular, Gender, Captions. When appropriate to the context, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only as a matter of reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

1.3.9. Cross-References. Any cross-references indicated between various paragraphs or other portions of the Contract Documents are provided for the convenience of Supplier and shall not be deemed to be all-inclusive.

1.3.10. Omissions. Items missing from the Contract Documents shall nevertheless be provided by Supplier, without additional compensation or extension to a Delivery Date, to the extent reasonably inferable from the Contract Documents as being necessary to complete performance of Supplier's obligations under the Contract

Documents. Any obligations performed by Supplier under circumstances in which Supplier was obligated, but failed, to timely seek such clarification shall be at Supplier's own risk.

1.3.11. Conflicts. All conflicts in the Contract Documents shall be reported to District, in writing before proceeding with the preparation or performance affected thereby. Notwithstanding the order of precedence provisions set forth in this Paragraph 1.3.11, in the event of conflict between any provision of the Contract Documents, the provision placing a more stringent requirement or greater burden on Supplier or requiring the greater quantity or higher quality shall prevail, unless otherwise directed by District in writing. Conflicts that cannot be so resolved shall be interpreted in accordance with the following order of precedence (the first being the highest order of precedence):

.1 Applicable Laws (provided, however, that where the Contract Documents require standards higher than those of Applicable Laws, the Contract Documents shall control).

.2 Orders.

.3 Addenda.

.4 Purchase Agreement and Exhibits.

1.4. OWNERSHIP AND USE OF DESIGN DOCUMENTS

1.4.1. Rights of District. With the exception of Proprietary Information, all Design Documents, Contract Documents and Submittals (including, without limitation, all electronic versions and paper copies thereof), including, without limitation, all designs and building designs depicted therein, are and shall remain the sole and exclusive property of District on whose behalf they were prepared. With respect to Proprietary Information, Supplier hereby grants to District an irrevocable, non-exclusive license to use and reproduce such Proprietary Information for the purposes solely related to the use, maintenance or replacement of the Goods covered by such Order.

1.4.2. Supplier License. Without derogation of District's rights under this Paragraph 1.4, Supplier and the Sub-Suppliers are granted a limited, non-exclusive license, revocable at will of District, to use and reproduce applicable portions of the Contract Documents and Submittals owned by it as appropriate to and for use in the performance of Supplier's obligations under the Contract Documents and for no other purpose.

1.4.3. Document Availability. Supplier shall at all times during performance of its obligations under the Contract Documents keep and make available at a location in the County of Los Angeles, for inspection by District and such others as requested by District, a complete set of the Design Documents, Contract Documents and Submittals.

1.4.4. Delivery to District. All Design Documents, Contract Documents and Submittals (including electronic versions and paper copies) in the possession of Supplier or the Sub-Suppliers pertaining to Goods covered by an Order shall be returned to District upon the earlier of Completed Delivery of the Goods covered by the Order or termination of the Purchase Agreement; provided, however, that Supplier and the Sub-Suppliers shall have the right to retain one (1) copy of the Contract Documents and Submittals as a permanent record.

1.4.5. Reproduction. Supplier shall, at Supplier's Own Expense, from reproducible prints provided by District, provide all reproduction and distribution of copies of Design Documents, Contract Documents and Submittals as necessary for the complete performance by Supplier.

1.4.6. Sub-Suppliers. Supplier shall take all necessary steps to ensure that a provision is included in all contracts with the first-Tier Sub-Suppliers, establishing, protecting and preserving District's rights as set forth in this Paragraph 1.4.

ARTICLE 2 TERM

The term of the Agreement is three (3) base years and two (2) one-year options at the sole discretion of the District. The base year term begins to run from the date of approval of this Purchase Agreement by the Board of Trustees of the Los Angeles Community College District or until the earlier of either of the following occurrences: (1) purchases are made

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under this Purchase Agreement equal to the Maximum Authority set forth in Paragraph 4.2, below; or (2) or termination of this Purchase Agreement by District in accordance with the provisions of Article 14, below.

Vendor does hereby agree that Orders may be issued by the District under this Agreement for a term of no less than three (3) years from the date of execution of this Agreement, after that period, no additional Orders may be issued by the District. However, this Agreement and any incomplete Order will remain in effect until all Order(s) are completed. The DISTRICT, at its option, may extend the Agreement for up to two (2) years beyond the initial three (3) year term in which case additional Orders can be authorized during the period of any such extension. The first optional additional year (4th year) shall be considered effective at the end of the three (3) year term unless you receive notice from the DISTRICT that it is exercising its sole right not extend the current term. The second optional additional year (5th year) shall be considered effective at the end of the four (4) year term unless you receive notice from the DISTRICT that it is exercising its sole right not extend the current term. None of the foregoing impacts the DISTRICT's rights to Terminate for Cause or Terminate for Convenience this Contract as defined throughout this Contract.

ARTICLE 3 DISTRICT

3.1. COMMUNICATIONS

District shall forward to supplier all communications that it receives addressed to supplier and pertaining to an order.

3.2. DISTRICT'S RIGHT TO STOP PERFORMANCE

With respect to Goods covered by an Order, if Supplier fails to correct Defective Goods or fails to perform in accordance with the Contract Documents or violates any Applicable Law, District may, without limitation to District's other rights under Article 14, below, or elsewhere in the Contract Documents immediately direct Supplier to stop performance thereof, or any portion thereof, until the cause for such order has been eliminated by Supplier. Supplier shall immediately comply with such notice and not be entitled to any adjustment of the Delivery Date or additional compensation as a result of any such direction. District shall have no duty or responsibility to Supplier or any other party to exercise the right to stop the performance.

3.3. DISTRICT'S RIGHT TO CARRY OUT PERFORMANCE

If Supplier defaults or neglects to perform in accordance with the Contract Documents and fails after receipt of written notice from District as provided for under Article 14, below, to commence and continue correction of such default or neglect with diligence and promptness, District may after expiration of the period of time provided for in Article 14, below, for curing of such default by Supplier, without prejudice to other remedies District may have, correct such deficiencies. In such case an appropriate deduction shall be made from payments then or thereafter due Supplier for the cost of correcting such deficiencies, including compensation for the additional services and expenses of the District Consultants, Separate Contractors or others to whom District may be liable, made necessary by such default, neglect or failure.

3.4. DISTRICT'S AUDIT RIGHTS

3.4.1. Maintenance of Records. Supplier shall, using accounting and control systems that comply with Applicable Laws and prevailing custom and practice, provide for the financial management of its performance under the Contract Documents. As part of the foregoing obligation, Supplier shall keep, and shall require its Sub-Suppliers to keep, full and detailed books, records, information, materials and data, of every kind and character, as such are created in the normal course of business, and in the form or format created or used in the normal course of business, that pertain to any matters, rights, duties or obligations directly relating to the furnishing of the Goods or the performance of the Purchase Agreement, including, without limitation, agreements, bills of lading, shipping sheets, inventories, purchase orders, leases, contracts, commitments, arrangements, notes, estimates, schedules, diaries, logs, reports, shop drawings, samples, exemplars, drawings, specifications, invoices, delivery tickets, receipts, vouchers, cancelled checks, memoranda; accounting records; cost reports (including complete documentation covering negotiated settlements); back charges; general ledgers; documentation of cash and trade discounts earned; insurance rebates and dividends, and other documents relating in any way to Claims or other charges or time extensions asserted by Supplier or any of the Sub-Suppliers. Supplier shall preserve such records for a period of no less than four (4) years after expiration of the Term of the Purchase Agreement.

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3.4.2. Access, Inspection, Copying. Supplier shall allow, and shall be responsible for requiring its first-Tier Sub-Suppliers to allow, District, and its authorized representative(s), auditors, attorneys and accountants, upon two (2) Working Days' notice, full access to inspect and copy all books and records that Supplier is required to maintain pursuant to Paragraph 3.4.1, above, at a location within the State of California.

3.4.3. Confidentiality. It is understood that any such books and records that contain Proprietary Information and that are marked by Supplier or its Sub-Supplier as follows: "CAUTION: This Document Contains Proprietary Information Subject to Disclosure Conditions Contained in Paragraph 3.4 of the Purchase Agreement to the Purchase Agreement dated _____, 20__ [date of Purchase Agreement must be inserted] executed by _____ [Name of Supplier must be inserted]", shall be treated as confidential. District assumes no obligation of confidentiality with respect to any Proprietary Information that is not so marked. Disclosure of such marked, Proprietary Information shall not be made to any employee or representative of District or their auditors, attorneys and accountants without a need to know for purposes of exercising or fulfilling District's rights and obligations under the Contract Documents or Applicable Laws, nor shall Proprietary Information be disclosed to any third party except as required by Applicable Laws. In the event that such marked, Proprietary Information is required to be disclosed pursuant to any Applicable Law or pursuant to any order of any court of competent jurisdiction, District will: (1) immediately notify Supplier of such request or demand; and (2) as soon as possible, but at least ten (10) Days prior to making any such disclosure of such Proprietary Information, provide Supplier with a written, detailed description of the matter pertaining to the demand for disclosure, thereby allowing the opportunity to defend against such disclosure. The confidentiality of Proprietary Information that is received and marked as provided herein must be preserved as provided in this Paragraph until such time as such Proprietary Information is returned or destroyed in accordance with this Paragraph or if not returned or destroyed such confidentiality shall be preserved in perpetuity for so long as such Proprietary Information exists in the possession and control of District.

3.4.4. Return and Destruction. District assumes no obligation with respect to preservation, return or destruction of books and records provided to it by Supplier other than those books and records that constitute Proprietary Information that has been marked in the manner provided for in Paragraph 3.4.3, above. Supplier shall have the right at any time within one (1) year after expiration of the Term of the Purchase Agreement to request that originals and all copies such marked, Proprietary Information be returned to Supplier. Provided that District, in the exercise of its sole and absolute discretion, determines that it no longer has a need for such Proprietary Information, it shall be returned to Supplier. Otherwise, District shall return it to Supplier within a reasonable time after District determines, in its sole and absolute discretion that such need no longer exists. If return of such Proprietary Information is not so requested by Supplier within one (1) year after the expiration of the Term of the Purchase Agreement, it may be destroyed by District.

3.4.5. Pricing Data. Except and unless ordered to do so by a court or arbitrator for good cause and as part of a pending legal or arbitration proceeding, under no circumstances shall Supplier or its Sub-Suppliers be required or obligated to disclose the pricing, costing, or other financial information regarding raw materials or off-the-shelf components.

3.4.6. Specific Enforcement by District. Supplier agrees that the obligation of Supplier and of the Sub-Suppliers to provide access to its books and records as required by this Paragraph 3.4 shall be specifically enforceable, by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court and without the necessity of oral testimony, to compel Supplier to permit access, inspection, audit and/or reproduction of such books and records.

ARTICLE 4 COMPENSATION

4.1. PURCHASE PRICE

4.1.1. Purchase Price Amount. Supplier's compensation for performance in accordance with the Contract Documents is the Purchase Price, which is comprised of the unit price for the Goods as set forth in the Supplier's Bid on the Bid Form for Discount Off-List Price attached hereto as Exhibit "C", plus Applicable Sales Taxes shown as a separate line item on quotes and invoices.

4.1.2. All-Inclusive Price. Without limitation to the foregoing, the Purchase Price for the Goods delivered by UPS Ground includes compensation for all costs of shipment, delivery and set-up of the Goods to the Destination at the

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college specified on the Order, and as such are deemed free of any "destination in" charges to District, and all similar charges (including, without limitation, charges for delivery, shipping, drayage, express, storage, parcel post, packing, cartage, insurance, license fees, permits, and bonds). The costs of shipment, delivery and set-up of the Goods delivered by LTL carrier and expedited delivery will be prepaid by the Supplier and added as a separate line item on invoices.

4.1.3. Exclusive Compensation. The Purchase Price constitutes the Supplier's sole, exclusive and full compensation, excluding sales taxes, for the performance by Supplier of its obligations under the Contract Documents and is deemed to cover all Losses to the Supplier arising out of or related to the performance of such obligations, the acts of the elements or any unforeseen difficulties or obstructions upon the Supplier's performance, all risks (including, without limitation, cost and market price escalation, from any cause whatsoever) connected with the manufacture, shipment, delivery and storage of the Goods and any and all expenses incurred due to Delay.

4.1.4. Applicable Sales Taxes. Applicable Sales Taxes shall be computed on the basis of the sales tax percentage imposed by Applicable Laws on the sale of Goods multiplied times the unit price in Exhibit "C" attached hereto. Unless otherwise required by Applicable Laws, Applicable Sales Taxes as a part of the Purchase Price for Goods covered by an Order shall be computed as of the date of Receipt of Order applicable to such Order and shown as a separate line item on quotes and invoices.

4.2. MINIMUM CONTRACT VALUE

Save and except as otherwise provided in Article 14, District guarantees to Supplier that during the Term of this Purchase Agreement, the District will purchase Goods under this Purchase Agreement in the Guaranteed Minimum Contract Value of five hundred dollars (\$500.00).

District's guarantee as set forth in this Section 4.2 does not constitute a representation, guarantee or promise that Goods will be purchased under this Purchase Agreement that exceed the Guaranteed Minimum Contract Value. Goods purchased, even if they are later returned or rejected, that constitute Defective Goods shall be included in the calculation of the Purchase Prices of Goods purchased for purposes of determining whether the District's obligation set forth in this Section 4.2 has been met.

4.3. MAXIMUM CONTRACT AUTHORITY

District shall not purchase nor be entitled to purchase from Supplier, and Supplier shall not provide or be required to sell, Goods in quantities that exceed the Maximum Contract Value of two million dollars (\$2,000,000.00).

Supplier is obligated to furnish for the purchase price, if, as and when order(s) is/are placed by District in accordance with this Purchase Agreement, Goods from each bid classification in quantities up to but not exceeding the maximum authority stated in the Bid Documents. Except as otherwise provided in Paragraph 4.2, above, District makes no promise or representation that it will purchase Goods in any particular quantity under this Purchase Agreement, including, without limitation, quantities approximating or equaling the Maximum Authority set forth in the Bid Documents. Goods purchased that are later returned or rejected or that constitute defective work shall be included in the calculation of the dollar value of Goods purchased for purposes of determining whether the Maximum Authority has been reached.

4.4. ORDERING AND CANCELLATION

4.4.1. Content of Order. Supplier's obligations with respect to Goods covered by an Order shall commence upon Receipt of an Order setting forth the following: (1) a reference to this Purchase Agreement; (2) a description of the Goods ordered; (3) a statement of the quantity of the Goods ordered; (3) the Delivery Date; (4) the name and address of the District placing the Order; and (5) the Destination.

4.4.2. Order Authorizations. The District's Chief Facilities Executive, or a Purchasing Agent, authorized by the Chief Facilities Executive in writing (collectively "Purchasing Agent"), is the sole person or entity authorized on behalf of the District to issue Orders for purchases of Goods under this Purchase Agreement. The Purchasing Agent's authority is limited to issuing Orders for purchases of Goods, including, without limitation, issuing Supplementary Ordering Instructions and such other authority as is expressly conferred upon the Purchasing Agent under the terms of the Contract Documents. All other rights and obligations of the District relating to purchases of Goods, including, without

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limitation, payment of compensation to Supplier and ordering of Changes to Work, are rights and obligations that are to be exercised or performed by the District only and not by the Purchasing Agent. Orders for Goods under the Purchase Agreement shall only be permitted if made, and shall not be honored by Supplier unless requested, pursuant to an Order issued by the Purchasing Agent to the Supplier. Purchases by the District or Designated Districts and Agencies of Goods under this Purchase Agreement by any other means is prohibited.

4.4.3. Separate Destinations. A separate Order shall be issued for each Lot of Goods ordered by District for delivery to a different Destination.

4.4.4. Supplier Proposals. With respect to any Order placed by District, the District will not be bound by any provisions contained in any of Supplier's proposals, purchase orders, acknowledgements, counter-offers, invoices, acceptances or other documents prepared by Supplier (whether or not attached, referenced or incorporated in the terms of the Order) that contain terms or conditions that in any way differ from or are an addition to the terms and conditions of the Order and this Purchase Agreement and District's failure to object to such different or additional provisions will not be deemed an acceptance of such different or additional terms and conditions nor a waiver of the terms and conditions set forth in the Order and this Purchase Agreement.

4.4.5. Cancellation without Charge. The District shall have the right to cancel an Order, without incurring any responsibility or liability to Supplier, in the following circumstances: (1) District shall have the right to cancel any Order, or portion of an Order, of Goods, at no cost to the District and without any charge or cancellation fee of any kind, provided that the District gives written notice to the Supplier of such cancellation within one (1) Working Day of Receipt of Order by the Supplier; and (2) District shall have the right, at no cost to the District and without any charge or cancellation fee of any kind, in the event of a termination of an Order due to Supplier default pursuant to Article 14 of the Purchase Agreement, to cancel the Order directly affected by such default as well as any other outstanding Order that involves the purchase of Goods that, because of their relationship to the Goods covered by the terminated Order, are rendered substantially less useful or valuable to the District as a result of the such termination.

4.5. OTHER DESIGNATED DISTRICTS AND AGENCIES

ACCEPT 4.5 ☒

REJECT 4.5 ☐

If Supplier or Vendor agrees, Districts or Agencies that qualify under Public Contract Code Section 20652 for purchases of Goods under this Purchase Agreement (Designated Districts and Agencies"), shall have the same rights as the Los Angeles Community College District to request performance of Work during the Term of this Purchase Agreement, without the necessity of further competitive bidding or other competition; provided, however, that any such requests must be made through the Purchasing Agent, who is the sole person or entity authorized to issue Orders under the terms of this Purchase Agreement. The Vendor agrees to perform the Work and Changes to the Work as ordered and requested by the Designated Districts and Agencies on and under the same terms and conditions as are available to District under the Contract Documents; provided however, that: (1) each such Order and request shall be deemed financially separate; (2) the Designated District or Agency making such Order or request shall be solely and separately responsible to Supplier for its financial and other commitments under the Contract Documents; and (3) no fiduciary responsibility, contractual obligation nor performance liability shall exist between the District and any of the Designated Districts or Agencies or between or among any of the Designated Districts and Agencies. Orders by Designated Districts and Agencies shall be complied with by the Supplier in accordance with the Supplier's obligations under this Purchase Agreement and the other Contract Documents. In addition, Supplier agrees to comply with such other customary contracting requirements of any Designated Districts and Agencies (including, without limitation, execution of any affidavits, certifications, bond requirements or other required documentation) that are consistent with the contracting rules, regulations or practices adopted and approved by the governing board or council for such Designated District or Agency.

4.6. TRADE IN PROGRAMS

Pursuant to Education Code Section 81454 the governing board of any community college district may dispose of personal property belonging to the District for the purpose of replacement by providing in the notice calling for bids for furnishing new materials, articles, or supplies that each bidder shall agree in his bid to purchase the property being replaced and to remove it from the school grounds and shall state in his bid the amount which he will deduct from the

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price bid for furnishing new materials, articles, or supplies as the purchase price for the personal property being purchased from the District.

4.6.1. Discounts. Although discounts offered for trade-in will not be considered in the Award of the Purchase Agreement, District shall be entitled to receive trade-in discounts from the Purchase Price that are then offered by supplier. In the event that more than one discount is offered, District will be entitled to the most favorable discount offered.

4.6.2. Offer. Provided the Supplier offers a trade-in program the Supplier, at the time of the Bid, shall include the trade-in program details available to the District. The District may, at its discretion, choose to exercise the trade-in option offered by the Supplier.

ARTICLE 5 SUPPLIER

5.1. SUPPLIER STATUS

5.1.1. Duty. With respect to any Order placed by District, Supplier shall apply its best and highest skill and attention to performing its obligations under the Contract Documents in an expeditious and economical manner, consistent with the best interests of District.

5.1.2. Independent Contractor. Supplier is, and shall at all times be deemed to be, an independent contractor and is wholly responsible for the manner in which it performs the obligations required of it by the terms of the Contract Documents. Supplier wholly and without reservation assumes the responsibility for the acts of its agents and employees in the performance of the Purchase Agreement and all Orders. Supplier, its agents and employees, shall not be entitled to any rights or privileges of District's employees and nothing contained in the Contract Documents and no course of conduct shall be construed as creating the relationship of employer and employee, or principal and agent, between District and any agent or employee of Supplier or any of the Sub-Suppliers.

5.1.3. Licenses. Supplier shall maintain, and shall require all Sub-Suppliers, of any Tier, who furnish Goods or any portion thereof to maintain, such licenses, if any, as may be required by Applicable Laws for the duration of time that Supplier is performing under the Contract Documents, including the period of any warranty provided covering all or any portion of the Goods.

5.1.4. Responsibility for Sub-Suppliers. The failure on the part of any Sub-Supplier, of any Tier, to perform any duty, responsibility or obligation, contractual or otherwise, to Supplier or to any other Sub-Supplier, of any Tier, shall under no circumstances be construed as relieving or excusing Supplier from its responsibility and liability for the full performance of all of the obligations assumed by Supplier under the Contract Documents. References in the Contract Documents to obligations assumed by "first-Tier Sub-Suppliers" shall not be interpreted as an express or implied limitation upon the provisions of this Paragraph 5.1.4.

5.1.5. Responsibility Not Relieved by Approvals. Supplier shall not be relieved of its obligations to perform in accordance with the Contract Documents either by the activities or duties of District, Design Consultants, the College Project Directors, Program Manager, District Consultants or Separate Contractors so long as such activities are not negligent, illegal, or willful misconduct, or by tests, inspections or approvals required or performed by persons other than Supplier.

5.2. REVIEW OF DOCUMENTS AND SITE

5.2.1. Review of Bidding Documents. Supplier acknowledges and agrees that its submission of its Bid and execution of the Purchase Agreement constitutes a representation that it has had the opportunity, prior to submitting its Bid, to thoroughly and carefully review and compare the Bidding Documents to its satisfaction. Based upon such careful review, Supplier agrees that it shall not be entitled to, and hereby conclusively waives, any right to additional compensation or extension to any Delivery Date due to additional or unforeseen Losses or Delays relating to information in Bidding Documents constituting errors, omissions, conflicts, ambiguities, lack of coordination or noncompliance with Applicable Laws, if prior to submission of its Bid such information was either: (1) discovered by Supplier or any Sub-Supplier and Supplier failed to seek clarification prior to submitting its Bid; or (2) reasonably discoverable by Supplier or

any Sub-Supplier in the exercise of care and diligence in the capacity as an experienced supplier, dealer, supplier, manufacturer or distributor of the types of products, materials, goods to be provided by Supplier under the Contract Documents. Without limitation to any other provisions of the Contract Documents, Supplier shall take steps to ensure that the provisions of this Paragraph 5.2.1 are incorporated into in all contracts entered into by Supplier with its first-Tier Sub-Suppliers.

5.2.2. Review of Contract Documents. Upon receiving an Order, Supplier is responsible to promptly, thoroughly and carefully review and compare the Contract Documents (including, without limitation, the Order) to its satisfaction. Based upon such careful review, Supplier agrees that it shall not be entitled to, and hereby conclusively waives, any right to additional compensation or extension to any Delivery Date due to additional or unforeseen Losses or Delays relating to information therein constituting errors, omissions, conflicts, ambiguities, lack of coordination or noncompliance with Applicable Laws, if Supplier fails to seek clarification thereof in its Acknowledgment of Shipping Date and if such information was either: (1) discovered by Supplier or any Sub-Supplier in the course of such review; or (2) reasonably discoverable by Supplier or any Sub-Supplier in the exercise of care and diligence in the capacity as an experienced supplier, dealer, supplier, manufacturer or distributor of the types of products, materials, goods to be provided by Supplier under the Contract Documents. Failure by Supplier to send its Acknowledgement of Shipping Date within ten (10) Days after Receipt of Order shall be conclusively deemed to be a representation by Supplier that no such clarification is required and shall constitute a waiver of Supplier's right to additional compensation or extension of the Delivery Date. Without limitation to any other provisions of the Contract Documents, Supplier shall take steps to ensure that the provisions of this Paragraph 5.2.2 are incorporated into in all contracts entered into by Supplier with its first-Tier Sub-Suppliers.

5.2.3. Review of Conditions at Site. Supplier shall be deemed charged with knowledge of all facts, circumstances and other information that was available or provided to Bidders at any Pre-Bid Conference (whether optional or mandatory). Supplier shall, upon receipt of an Order, visit and inspect the Site and Existing Improvements where the Goods are to be delivered in order to fully acquaint itself with the conditions affecting access to the Site and delivery of the Goods, including, without limitation, the following: (1) the stage of completion and condition of the Existing Improvements and other construction at the Site where the Goods covered by the Order will be delivered; (2) the availability of facilities for access, delivery, transportation and staging at such Site; and (3) any other physical and environmental restrictions affecting Supplier's furnishing of the Goods at such Site. Supplier shall correlate its observations with the requirements of the Contract Documents and promptly report any discrepancies to District.

5.3. PACKING, SHIPPING, TRANSPORTATION

5.3.1. Transportation. Unless otherwise stated in the Contract Documents, all shipments, deliveries and set-up of the Goods to or at the Destination specified in the Order are deemed free of any "destination in" charges to District, and all such charges (including, without limitation, charges for delivery, shipping, drayage, express, storage, parcel post, packing, cartage, insurance, license fees, permits, and bonds) are included in the Purchase Price.

5.3.2. Acknowledgement of Shipping Date. No earlier than five (5) Days after Supplier's receipt of an Order, Supplier shall provide to District an Acknowledgement of Shipping Date. The Supplier shall contact the District representative to coordinate the desired delivery date and then shall deliver the Goods according to confirmed delivery date.

5.4. DELIVERY, INSTALLATION, ACCEPTANCE, REJECTION AND RETURN

5.4.1. Costs. Unless otherwise expressly provided for in the Contract Documents, Supplier shall provide and pay for labor, materials, tools, equipment, machinery and transportation necessary for proper preparation and performance.

5.4.2. Notice of Delivery. Supplier shall provide written Notice of Delivery to District not fewer than seven (7) Days prior to actual delivery, as to the time for delivery of Goods at the Site. District shall have the right, at no additional charge to District, to specify or change the Destination drop off point within a Site at any time.

5.4.3. Delivery. Supplier shall deliver Goods to the location on the Site identified in the Order or as otherwise directed in accordance with Paragraph 5.4.2, above. Supplier is obligated, at no additional charge to District, to make

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deliveries on any Working Day between the hours of 8 am to 3 pm. Deliveries shall not be made on Saturday, Sundays or Holidays without prior written approval by District. Supplier shall consult with District to identify in advance of each delivery a route to be used for delivery. District shall have the right to require that Supplier comply with its requirements for restriction of deliveries to specified locations or only within defined time frames. Goods shall be furnished in ample quantities and at such times as required by the Order, unless otherwise directed in writing by District. If Supplier delivers in excess of the quantities required by the Contract Documents, District shall not be required to accept or make any payment for the excess quantities and assumes no obligation to notify Supplier thereof or to protect, preserve or return any portion of such excess quantities to Supplier.

5.4.4. Title. Without limitation to District's right to reject Goods as provided for elsewhere in the Contract Documents, title to the Goods, risk of loss and attendant risk and liability for their protection and safety, shall remain with Supplier until the earlier of payment by District or acceptance of the Goods in accordance with Paragraph 5.4.9, below; provided, however, that District shall assume no risk or loss with respect to, and shall have no obligation to accept any Goods that do not conform to the Contract Documents, that are delivered prior to or after the Delivery Date, or that are in excess of quantities required by the Contract Documents. No portions of the Goods shall be accepted or purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by a seller or supplier. Supplier warrants good title to all portions of the Goods and agrees to deliver the Goods to District free from any claims, liens, or charges. Supplier further agrees that neither it nor any person, firm, or corporation furnishing any of the Goods shall have any right of lien upon the Site, or any Existing Improvement or appurtenance thereon.

5.4.5. Preliminary Inspection. District shall have the right, exercised in its sole discretion, to conduct a preliminary inspection of the Goods upon delivery for the purpose of confirming delivery and quantities delivered. Such preliminary inspections shall not constitute acceptance of, taking charge over or a waiver of right to reject the Goods, or any portion thereof.

5.4.6. Quality Assurance. Supplier and its Sub-Suppliers will: (1) provide and maintain a quality assurance system covering all Goods to be provided by Supplier under the Purchase Agreement and will tender only those items of Goods that have been inspected by Supplier and found to conform to the Contract Documents; (2) keep records evidencing these inspections and make these records available to District upon request by any of them; and (3) permit District upon request by either of them to review procedures, practices, processes and related documents.

5.4.7. Conduct of Personnel. District shall have the right to require that Supplier: (1) at all times maintain good discipline and order among its employees and the Sub-Suppliers at the Site; and (2) remove from a Site any person in the employ of Supplier or any of the Sub-Suppliers whom District may deem, in their separate and sole discretion, incompetent, unfit, intemperate, troublesome or otherwise undesirable and not again employ such person on any except with written approval of District. District shall provide to Supplier a notice in writing of its decision to bar any employee of Supplier or a Sub-Supplier from a Site, including the reason therefor.

5.4.8. Inspection for Completed Delivery. Supplier shall notify District in writing when it considers that it has achieved Completed Delivery of a Lot of Goods designated in an Order. District shall conduct an inspection of the Goods, including, without limitation, a review of any documents that Supplier is obligated to furnish as a condition of Completed Delivery under the Contract Documents.

5.4.9. Notice of Completed Delivery. Following Completed Delivery of a Lot of Goods described in an Order, District will issue a Notice of Completed Delivery to Supplier. Such Notice of Completed Delivery shall be issued within a reasonable time, not fewer than seven (7) Days after inspection of the Goods by District or by such others as requested by District. Such Notice of Completed Delivery shall be considered acceptance of the Goods by District. No other acts or course of conduct on the part of District, College Project Director, District Consultants, Separate Contractors or others acting on behalf of District shall be considered acceptance of the Goods, or any portion thereof. If it is determined after the inspection of the Goods that Supplier has not achieved Completed Delivery of any portion of the Goods, then District shall issue to Supplier within a reasonable period of time a written statement of the reasons for the rejection. Notwithstanding any payment by District, no portion of the Goods shall be considered as accepted unless and until the Notice of Completed Delivery is issued in the manner provided for in this Paragraph 5.4.9.

5.4.10. Acceptance. Acceptance of the Goods (including issuance of Notice of Completed Delivery) shall not (1) waive any rights District may have under the Contract Documents or Applicable Laws with respect to any failure of the Goods to conform to the requirements of the Contract Documents; (2) be considered as a waiver by District of any right to recover for any Loss caused, in whole or in part, on account of Defective Goods, whether or not such Defective Goods was known or suspected prior to District's acceptance of or payment for the Goods; and (3) District shall have the right, but not the obligation, to revoke any acceptance of the Goods, or any portion thereof, based on its determination that the Goods, or any portion thereof, do not comply with the Contract Documents.

5.4.11. Right to Cure. Supplier's right to cure a breach of the Contract Documents due to performance of Goods that does not conform to the Contract Documents shall be limited to its rights to cure set forth in Article 14, below.

5.4.12. No Limitation of Rights. The rights and remedies of District set forth in this Paragraph 5.4 are in addition to, and not a limitation on, District's other rights and remedies under Applicable Laws.

5.4.13. Coordination. Supplier shall cooperate in scheduling the delivery of the Goods to avoid conflict, delay in or interference with the work of Separate Contractors or the construction or operations of District's own forces.

5.5. SUPPLIER'S WARRANTY

5.5.1. General Warranty. Supplier shall, and hereby does, warrant and guarantee, with respect to the Goods and each portion thereof, that: (1) the Goods are new; (2) the Goods shall be free of liens, claims and security interests of third parties; (3) the Goods shall be free of defects and deficiencies in workmanship and/or materials under conditions of normal use and care for a period of not less than one (1) year following Completed Delivery and such longer period(s) of time as may be provided for in the Contract Documents, including, without limitation, the extended warranty provisions of the Bid and Contract Documents; (4) the Goods conform with the requirements of the Contract Documents and Applicable Laws; (5) the Goods are suitable and fit for their intended use; and (6) the Goods shall not be altered or misbranded within the meaning of any Applicable Laws. If required by District, Supplier shall furnish satisfactory evidence as to the kind and quality of Goods and their compliance with the requirements of this warranty. Neither the foregoing warranty nor any other warranty or guarantee contained elsewhere in the Contract Documents shall be interpreted as covering negligent installation or placement of the Goods by District or its Separate Contractors, alterations to the Goods made by District or its Separate Contractors, or misuse or abuse of the Goods by District or its Separate Contractors following Completed Delivery. Any Goods found to be defective within the first ninety (90) days of service shall, at the District's option, be returned for a full refund or exchange at no cost to the District. Goods found to be defective after the first ninety (90) days of service may be either repaired or replaced at the District's option. The warranty must include all costs of repair, including transportation costs, during the warranty period.

5.5.2. Repair, Replacement. Without limitation upon District's other rights or remedies under the Contract Documents or Applicable Laws, any and all Goods that are not in conformance with the foregoing general warranty or other warranties or guarantees shall be repaired or replaced, together with the replacement of any other District property or improvements (including, without limitation, products or work installed by Separate Contractors, District's own forces or others), which may be removed, displaced or damaged by such replacement activities. Supplier shall notify District in writing upon completion of such repair or replacement. In the event of failure by Supplier to commence and pursue with diligence said repair or replacement within ten (10) Days after being notified in writing by District, District is hereby authorized to proceed, with such repair or replacement as District deems necessary and expedient.

5.5.3. No Limitation. Nothing stated in this Paragraph 5.5 shall in any way limit the guaranties or warranties on any Goods for which a guarantee or warranty is required under any other provision of the Contract Documents or on any Goods for which a manufacturer gives any guarantee or warranty on terms that afford District greater rights than that provided for in this Paragraph 5.5. Supplier acknowledges and agrees that no exclusion of or limitation to warranties or guarantees contained in any proposal, product literature or other submittal, whether or not approved by District, College Project Director, Design Consultants, District Consultant or others, shall affect the warranties or guarantees provided pursuant to this Paragraph 5.5.

5.5.4. Delivery. Unless sooner requested by District, Supplier shall furnish to District, as a condition precedent to payment, all guaranties or warranties as are required by the terms of the Contract Documents. All such guaranties and warranties shall be in writing and in such form and accompanied by such certifications and instruction materials as

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may be required by the Contract Documents. In the event that the Purchase Agreement is terminated pursuant to Article 14, below, all guaranties and warranties for Goods for which Supplier has achieved Completed Delivery or that are in the process of preparation or delivery and are specially requested and accepted by District for delivery following such termination shall be promptly delivered to District, which delivery shall be considered a condition precedent to payment for such Goods.

5.5.5. Acceptance of Nonconforming Work. Notwithstanding any other provisions of the Contract Documents to the contrary, District shall have the option, exercised in its sole and absolute discretion in the event that Supplier fails after notice to remedy Defective Goods, and in lieu of correcting the Defective Goods itself, to effect a reduction in the Purchase Price to reflect the reduced value of performance received by District. District's exercise of such option shall not be implied from any act or omission by District. If there are no remaining payments of the Purchase Price to be made to Supplier, or if the remaining payments and retention are insufficient to cover the amount of the reduction of the Purchase Price, Supplier shall promptly pay to District the amount of any such deficiency.

5.6. TAXES

5.6.1. General. The Purchase Price includes and the Supplier shall pay all local, state and federal taxes, including, without limitation, all sales, consumer, business license, operations, excise, transaction, use and similar taxes on or related to the Goods or portions thereof, and all benefits, insurance, taxes and contributions for social security and unemployment insurance which are measured by wages, salaries or other remuneration paid to employees.

5.6.2. Tax Exempt Status. If purchase of the Goods is tax-exempt, then Supplier shall comply with Applicable Laws concerning tax-exempt transactions or projects.

5.6.3. Documentation of Tax Exempt Status. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, then District, upon request, will execute documents necessary to show: (1) that District is a political subdivision of the State for the purposes of such exemption; and (2) that the sale is for the exclusive use of District. No such exempted excise tax shall be included in any price (including, without limitation, the Bid) submitted by Supplier.

5.6.4. Records of Taxes. Supplier and the Sub-Suppliers shall keep sufficient records to verify the amount of sales and use taxes paid. Failure by Supplier to keep or submit such records, resulting in the inability of District to claim a refund for taxes for such materials, shall entitle District to recover from Supplier the amount of such tax refund.

5.7. APPLICABLE LAWS

5.7.1. Applicable Laws. Supplier shall comply with, and give notices required by, Applicable Laws applicable to Supplier's performance.

5.7.2. Notice of Violations. Supplier shall immediately notify District and in writing of any instruction received from District, College Project Director, a Design Consultant, a District Consultant, a Separate Contractor or any other person or entity that, if implemented, would cause a violation of any Applicable Law. If Supplier fails to provide such notice, then District shall be entitled to assume that such instruction is in compliance with Applicable Laws.

5.8. KEY PERSONNEL

Supplier, during the Contract Term, shall make available to the District Key Personnel for effective communication between the District and Supplier in regards to all Orders and problem resolution.

5.9. SUBMITTALS

5.9.1. Not Contract Documents. Shop Drawings, Product Data, Samples and other Submittals are not Contract Documents. Their purpose is to demonstrate for those portions of the Goods for which Submittals are required the way Supplier proposes to conform to the designs and other information in the Contract Documents. Review of

Submittals on behalf of District by the Design Consultants, District Consultants and College Project Director is subject to the limitations of Paragraph 5.9.5 and Paragraph 5.9.6, below.

5.9.2. Supplier Approval. Supplier shall review, stamp "approved" and submit all Submittals to the College Project Director. Supplier's approval and submission of Submittals constitutes a representation that Supplier has checked and coordinated the information contained within such Submittals with the requirements of the Contract Documents and with other related Submittals. Submittals without evidence thereon of Supplier's approval shall be returned, without further consideration, for resubmission in accordance with these requirements. Supplier shall cooperate in the coordination of its Shop Drawings, Product Data, Samples and other Submittals with related documents submitted by Separate Contractors. Submittals made by Supplier which are not required by the Contract Documents may be returned without action.

5.9.3. Submission to College Project Director. All Shop Drawings, Product Data, Samples and other Submittals shall be submitted to the College Project Director. Submittals shall be prepared in accordance with the CADD Drafting Manual. Submittals shall be submitted allowing such time as may be specified in the Contract Documents to allow review without causing Delay to Supplier's performance. Except where the preparation of a Submittal is dependent upon the approval of a prior Submittal, all Submittals pertaining to the same class or portion of the Goods shall be submitted simultaneously. Supplier is responsible to pay, at Supplier's Own Expense, additional services fees and costs incurred by District to a Design Consultant, College Project Director or a District Consultant in order to expedite review of Submittals which are not submitted in a timely fashion. Submittals shall consist of the appropriate combination of catalog sheets, material lists, manufacturer's brochures, technical bulletins, specifications, diagrams or product samples, necessary to describe a system, product or item. Submittals shall show in detail the size, sections and dimensions of the Goods; the arrangement and construction of all connections, joints and other pertinent details; and all holes, straps and other fittings for attaching the Goods. When required by the Contract Documents, supporting computations shall be submitted. All Submittals shall be accompanied by an accurately completed transmittal in the form required by District. The transmittal shall give a list of the numbers of the sheets submitted. All sheets shall be marked with the name of the Purchase Agreement and the name of Supplier shall be numbered consecutively. A separate transmittal form shall be used for each specific item or class of material or equipment for which a Submittal is required. Transmission of Submittals of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency dictates review of the group or package as a whole. Any Submittal not accompanied by such transmittal form, or where all applicable items on the form are not completed, will be returned for re-submittal without review. Supplier shall deliver duplicates of Submittals to all other persons whose work or performance is dependent thereon.

5.9.4. Delivery of Goods. Supplier shall deliver no portion of the Goods requiring submittal and review of Shop Drawings, Product Data, Samples or other Submittals until the respective Submittal has been approved in the manner required by the Contract Documents. Such Goods shall be in accordance with approved Submittals.

5.9.5. Supplier Representations. By approving and submitting Shop Drawings, Product Data, Samples and other Submittals, Supplier represents that Supplier has checked and coordinated the information contained within such Submittals with the requirements of the Contract Documents.

5.9.6. Supplier Responsibility. Supplier is, notwithstanding any review or approval thereof by College Project Director, Design Consultants or District Consultants acting on behalf of District, solely responsible for the content of all Shop Drawings, Product Data, Samples and other Submittals. Without limitation to the foregoing, deviations in Submittals from requirements of the Contract Documents shall remain the sole responsibility of Supplier unless Supplier has specifically informed District in writing of such deviation at the time of submission of the Submittal and the College Project Director has approved thereof.

5.9.7. Notation of Revisions. Supplier shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or other Submittals, to revisions other than those requested of Supplier on previous Submittals.

5.9.8. Informational Submittals. Informational submittals upon which responsive action is not expected may be so identified in the Contract Documents.

5.9.9. Additional Compensation. Subject to Supplier's rights and obligations under Article 9, below, revisions indicated on Shop Drawings, Product Data, Samples or other Submittals shall not be considered as a basis for additional compensation or extension to any Delivery Date.

5.10. CLEANING UP

5.10.1. Supplier Responsibility. Supplier at all times shall keep the Site free from debris such as waste, rubbish and excess materials and equipment caused by Supplier's activities or the activities of its Sub-Suppliers. Supplier shall not leave debris under, on or about the Site but shall promptly remove same to a location located off-Site. Refuse generated by Supplier shall be reclaimed and recycled as required by the terms of the Contract Documents. Supplier shall not deposit refuse in the trash containers located on the Site for use by District, College or their employees, staff or students or provided by Separate Contractors for use in connection with the performance of other work on the Site.

5.10.2. Cleanup by District. If Supplier fails to clean up as provided in the Contract Documents, the District may arrange to do so, and the cost thereof shall be charged to Supplier or, at District's option, may be withheld from payments due to Supplier.

5.11. ACCESS BY DISTRICT

5.11.1. By District. District, Program Manager, College Project Director, Design Consultants and District Consultants, and their representatives, and such other persons as authorized by District or the College Project Director, shall at all times have access to inspect the Goods, either in preparation or in progress and whether located on-Site or off-Site at plants, manufacturing facilities or warehouse facilities. Supplier shall provide safe and proper facilities for such access so that such inspections may be performed safely.

5.11.2. By Separate Contractors, District's Forces. Supplier shall cooperate with District, the District's forces and Separate Contractors and not interfere with other work being done by them or on their behalf on a Site.

5.11.3. DELIVERY ROUTES. Supplier shall arrange for delivery of goods over routes designated by the college project director or other District representatives.

5.12. ROYALTIES AND PATENTS

Supplier shall pay all royalties and license fees associated with the furnishing the Goods. Supplier shall upon written request by District defend suits or claims for infringement of copyright, trademark, patent rights or trade secret violation and shall indemnify and hold District, Program Manager, College Project Director, Design Consultants, Separate Contractors, District Consultants and the other Indemnitees harmless from Loss on account thereof; provided, however, that such obligation by Supplier to defend and indemnify shall not apply if such infringement is the result of or caused by the modification or alteration of the Goods from their condition at the point of Completed Delivery by District, College Project Director, or their contractors, consultants, employees, agents, or volunteers. If Supplier has reason to believe that the furnishing of the Goods is an infringement of a patent, Supplier shall promptly notify the College Project Director. Without limitation to any of District's other rights or remedies, should the Goods, or any portion thereof, become or be likely to become the subject of a claim of infringement or violation of a copyright, trademark, patent rights or trade secret, Supplier may, at Supplier's Own Expense, either procure for District the right to continue using the Goods or replace the portion of the Goods with a substitute product, material or item that District determines, in the exercise of its sole discretion, is equal to the Goods required and that is non-infringing.

5.13. INDEMNIFICATION

5.13.1. General Indemnity. To the fullest extent permitted by law, Supplier agrees upon written demand by District to indemnify, defend and hold harmless, District, Board of Trustees, District's Colleges, and each of their members, officers, employees, agents, and insurers ("Indemnitee(s)"), through legal counsel reasonably acceptable to District, from any and all Losses, regardless of whether caused in part by the acts or omissions of such Indemnitee, arising out of or relating to any of the following: (1) any act or omission of Supplier or any Sub-Supplier, of any Tier; (2) the activities of Supplier or any Sub-Supplier, of any Tier, related to performance of the obligations under the Contract

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Documents or related to the preparation for performance of under the Contract Documents; (3) the payment or nonpayment of any Sub-Supplier, of any Tier, for the Goods; (4) the existence of any Hazardous Substances on a Site as a result of Supplier's or a Sub-Supplier's, of any Tier, failure to comply with the requirements of the Contract Documents; or (5) the infringement or violation by Supplier or a Sub-Supplier of any Tier, of any patent, copyright, trademark or trade secret as provided in Paragraph 5.12, above; provided, however, that nothing contained herein shall be construed as obligating Supplier to indemnify an Indemnitee for Losses resulting from that Indemnitee's sole negligence, that Indemnitee's active negligence or that Indemnitee's willful misconduct, where such sole negligence, active negligence or willful misconduct has been determined by agreement of Supplier and that Indemnitee or has been adjudged by the findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence or willful misconduct counts for only a percentage of the Loss involved, the obligation of Supplier will be for that portion of the Loss not due to that Indemnitee's active negligence or willful misconduct.

5.13.2. Insurance, Employment Benefits. The indemnification, defense and hold harmless obligations of Supplier under this Paragraph 5.13, as well as any such obligations stated elsewhere in the Contract Documents: (1) shall not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) which Supplier or any Sub-Supplier is required to carry under the terms of the Contract Documents or that is provided by District; (2) are independent of and in addition to the Indemnitees' rights under the insurance to be provided by Supplier or any Sub-Supplier; and (3) shall not be limited, in the event of a claim against an Indemnitee by an employee of Supplier, a Sub-Supplier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, by a limitation on amount or type of damages, compensation or benefits payable by or for Supplier or Sub-Supplier under any worker's compensation act, disability benefit act or other employee benefit program.

5.13.3. Implied Indemnity Rights. Notwithstanding anything stated in this Paragraph 5.13 or elsewhere in the Contract Documents to the contrary, an Indemnitee's right to seek equitable indemnity and contribution from Supplier is in no way diminished or precluded by any agreement by Supplier to provide express contractual indemnity to such Indemnitee. Supplier's obligations under this Paragraph 5.13 shall be deemed to completely eliminate and preclude any right by Supplier to seek contractual or equitable indemnity or contribution from any Indemnitee for any Loss covered by Supplier's express indemnification obligations under this Paragraph 5.13.

5.13.4. Obligation to Defend. Supplier's obligation to defend under this Paragraph 5.13 includes, without limitation, the obligation to immediately reimburse an Indemnitee for any attorney's fees, court costs (statutory and non-statutory), arbitration and mediation expenses, professional, expert and consultant fees, investigative costs, postage costs, document copying costs, telecopy costs and any and all other costs and expenses associated with defense of such Indemnitee as and when incurred by any Indemnitee in defense of a claim by any third person or entity as a result of Supplier's failure or refusal to comply with its immediate defense obligation to such Indemnitee. Nothing stated in this Paragraph 5.13 or elsewhere in the Contract Documents shall be interpreted as providing or implying that the obligation of Supplier to defend an Indemnitee against an alleged Loss that is within the scope of Supplier's indemnification obligation under Paragraph 5.15 or under any other provision of the Contract Documents is to any extent released, excused, limited or relieved by a finding, determination, award or judgment by a court or arbitrator that the alleged Loss was due to circumstances not within the scope of such indemnification obligation.

5.13.5. Sub-Supplier Indemnity Agreements. Supplier agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Paragraph 5.13 from each and every Sub-Supplier, of every Tier. In the event Supplier fails to do so, Supplier agrees to be fully responsible to provide such defense and indemnification according to the terms of this Paragraph 5.13.

ARTICLE 6 ADMINISTRATION

6.1. DESIGN CONSULTANTS, DISTRICT CONSULTANTS

Notwithstanding anything else set forth in the Contract Documents, Design Consultants and District Consultants do not have authority to: (1) obligate or commit District to any payment of money; (2) obligate District to any additional compensation or extensions of any Delivery Date; (3) relieve Supplier of any of its obligations under the Contract Documents; (4) approve or order any Goods; (5) accept any Goods; or (6) stop the performance of Supplier or terminate an Order or the Purchase Agreement. District may, in its sole discretion, substitute another person or entity, or add

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persons or entities, to perform the functions of the Design Consultant or to exercise some or all of the authority of the Design Consultant provided for in the Contract Documents. All rights and authority conferred upon the Design Consultant and District Consultants constitute rights that District may, in its discretion, directly exercise on its own behalf.

6.2. COLLEGE PROJECT DIRECTOR

The College Project Director has the authority to act and communicate on behalf of District in respect to all matters involving performance by Supplier; provided, however, and notwithstanding anything else set forth in the Contract Documents, that the College Project Director does not have authority, whether by its approval, decisions, certification or other actions, to: (1) obligate or commit District to any payment of money; (2) obligate District to any additional compensation or extension to any Delivery Date; (3) relieve Supplier of any of its obligations or liabilities under the Contract Documents (including, without limitation, obligations and liabilities relating to Defective Goods, whether or not such Goods have been specifically approved by College Project Director); (4) make decisions on Claims; or (5) act or communicate on behalf of any College other than the College on whose behalf the College Project Director has been retained. District may, in its sole discretion, substitute another person or entity, or add persons or entities, to perform the functions of the College Project Director or to exercise some or all of the authority of the College Project Director provided for in the Contract Documents. All rights and authority conferred upon the College Project Director constitute rights that District may, in its discretion, directly exercise on its own behalf.

6.3. ADMINISTRATION

6.3.1. Observations. District, Design Consultants, Separate Contractors, Program Manager, College Project Director and District Consultants may observe the performance by Supplier or its Sub-Suppliers. Such observations shall not constitute inspection or acceptance of the Goods and shall be separate from any inspections which may be provided by others.

6.3.2. Communications Facilitating Administration. Supplier shall communicate with District and its College Project Director, Program Manager, Design Consultants, District Consultants and Separate Contractors through District. Supplier shall not rely on oral communications.

6.3.3. Review of Invoices. District will review and certify all Invoices for Payment to Supplier.

6.3.4. Rejection of the Goods. District will have authority to reject any portion of the Goods which does not conform to the Contract Documents and to require additional inspection or testing of the Goods in accordance with Article 11, below, whether or not such Goods are fabricated, installed or completed. Neither the authority to act under this Paragraph 6.3.4 nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility to Supplier, the Sub-Suppliers, their agents or employees, or other persons performing under the Contract Documents.

6.3.5. Submittal Review by College Project Director. The College Project Director acting on behalf of District will receive from Supplier and transmit to the Design Consultant and/or appropriate Design Consultant those recommended for review. The College Project Director's actions will be taken with such promptness as to cause no unreasonable Delay. Any review or approval by the College Project Director is solely for the purpose of determining if a Submittal has been assembled to include those documents required by the Contract Documents to be included in such Submittal and does not constitute a review or approval of the design or other technical information contained therein.

6.3.6. Submittal Review by Design Consultants, District Consultants. Review, approval or other action upon Supplier's Submittals such as Shop Drawings, Product Data, Samples and other Submittals, is for the limited purpose of checking for conformance with information given in the Contract Documents. Such action will be taken with such promptness as to cause no unreasonable Delay, while allowing sufficient time in the adequate review. Review of such Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Supplier as required by the Contract Documents. Such review of Supplier's Submittals shall not relieve Supplier of the obligations under Paragraph 5.9, above, and any such approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.3.7. Completed Delivery. District will conduct inspections of the Goods to determine the dates of Completed Delivery and will receive written warranties and related documents required by the Contract Documents and assembled by Supplier.

ARTICLE 7 SUB-SUPPLIERS

7.1. SUB-SUPPLIER RELATIONS

Supplier shall make available to all sub-suppliers of any tier the contract documents. Regardless of contract documents availability to sub-suppliers the supplier shall be responsible for sub-suppliers', of any tier, adherence to the contract documents.

7.1.1. By appropriate written agreement Supplier shall require the Sub-Suppliers to be bound to and by terms of the Contract Documents and to assume all the obligations and responsibilities which Supplier, by the Contract Documents, assumes toward District. Each such agreement shall preserve and protect the rights of District, and others acting for or on behalf of District, under the Contract Documents with respect to the Goods to be furnished so that delegation thereof will not prejudice such rights, and shall allow the Sub-Suppliers, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress that Supplier, by the Contract Documents, has against District. Without limitation to the foregoing, each such agreement shall, without limitation, require the Sub-Supplier:

- .1** to perform its obligations in accordance with the terms of the Contract Documents;
- .2** to assume all the obligations and responsibilities which Supplier assumes toward e District by the Contract Documents;
- .3** to preserve and protect the rights of District under the Contract Documents with respect to the obligations to be performed by the Sub-Supplier so that subcontracting thereof will not prejudice such rights;
- .4** to waive all rights (including, without limitation, rights of subrogation) that the Sub-Supplier or its insurers may have against District and others required by the Contract Documents to be named as additional insureds, except for such rights that the Sub-Supplier may have to the proceeds of such insurance held by District or such other additional insureds;
- .5** to afford District the same rights and remedies afforded to them under the Contract Documents with respect to access to and the right to audit and copy at District's cost books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, memoranda and other records and documents relating to the Sub-Supplier's performance and requiring the Sub-Supplier to preserve such records and other items that relate to an Order for a period of at least four (4) years after Completed Delivery of the Goods comprising the Order;
- .6** to recognize the rights of District under Section 7.2, below (Contingent Assignment of Contracts), including, without limitation, District's right to elect to accept assignment of the Sub-Supplier's contract and to retain the Sub-Supplier pursuant to the terms of its contract to complete the unperformed obligations under its contract and, if requested by District, to execute a written agreement on terms acceptable to District confirming that the Sub-Supplier is bound to District under the terms of its contract;
- .7** to submit applications for payment, extensions of time and claims, and to comply with all other notice and submission requirements of the Contract Documents, sufficiently in advance to allow Supplier time to comply with its obligations under the Contract Documents;
- .8** to purchase and maintain insurance in accordance with the requirements of the Contract Documents;

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- .9 to defend and indemnify the Indemnitees on the same terms as provided in Section 5.13, above;
- .10 to comply with the nondiscrimination (Article 15) provisions below;
- .11 to provide for a right of termination for convenience by Supplier that limits the Sub-Supplier's right to compensation to an allocable share of the contract sum; and
- .12 to provide that time is of the essence to each of the Sub-Supplier's obligations.

7.1.2. Copies. Supplier shall, promptly after their execution, furnish to District true, complete, and executed copies of all contracts with the Sub-Suppliers and amendments and modifications thereto. Payments shall not be made for Goods for which District has not received such documents.

7.1.3. No Brokering. Supplier shall not permit any portion of the Goods to be contracted to a firm acting as broker, factor or other entity not actually itself furnishing a substantial portion of the Goods.

7.2. CONTINGENT ASSIGNMENT OF SUB-SUPPLIER CONTRACTS

Each agreement between Supplier and its Sub-Suppliers pertaining to an Order is assigned by Supplier to District or its designee, provided that such assignment is effective only after termination of the Order by District and only for those agreements which District or its designee accepts by notifying the Sub-Supplier in writing. Such assignment, if accepted, shall be limited to Supplier's rights as pertain to such Order only. District's and its designee's sole obligation in the event it accepts such assignment shall be to pay in accordance with the terms of such agreement for Goods furnished after District's or its designee's acceptance of such assignment.

7.3. COMMUNICATIONS BY DISTRICT

District and the College Project Director shall have the right to communicate with the Sub-Suppliers with respect to matters that are related to Supplier's performance of its obligations under the Contract Documents. Supplier shall be provided with a copy of all such written communications. Such communications shall not create, or be interpreted as creating, any contractual relationship between District and any Sub-Supplier.

7.4. NO THIRD-PARTY RIGHTS

Nothing contained in the Contract Documents shall create any contractual relationship between any Sub-Supplier and District, except when, and only to the extent that District elects to accept the assignment of a contract between Supplier and such Sub-Supplier pursuant to Paragraph 7.4, above.

7.5. DOCUMENT AVAILABILITY

Supplier shall make available to each proposed Sub-Supplier with whom it enters into a contract for furnishing of any portion of the Goods, prior to the execution of the contract, copies of the Contract Documents to which the Sub-Supplier will be bound so as to ensure that all matters disclosed thereby are taken into consideration and included in the terms of such contracts and shall identify to such Sub-Supplier the terms and conditions of the proposed contract which may be at variance with the Contract Documents.

7.6. NO LIABILITY OF DISTRICT

Nothing set forth in this Article 7, and no action taken by District or behalf of District with respect to review or approval of the Sub-Suppliers or their contracts shall impose any liability or responsibility upon District nor relieve Supplier of its responsibilities under the Contract Documents or Applicable Laws.

**ARTICLE 8
DISTRICT'S OWN FORCES AND SEPARATE CONTRACTORS**

8.1. DISTRICT'S RIGHT TO PERFORM WITH OWN FORCES AND TO AWARD SEPARATE CONTRACTS

Supplier shall ascertain to its own satisfaction the existence and nature of any other contracts that have been or may be awarded by District that may affect or impact Supplier's performance. Supplier shall look solely to such Separate Contractors, and District shall not be responsible, for any Losses suffered by Supplier or the Sub-Suppliers, of any Tier, resulting directly or indirectly from the conduct of work by the Separate Contractors.

8.2. MUTUAL RESPONSIBILITY

8.2.1. Coordination. Nothing contained in the Contract Documents shall be interpreted as granting Supplier exclusive use or occupancy of a Site. Supplier shall not take any action that would deny District's own forces and the Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Supplier shall not Delay the work of the Separate Contractors or District's forces and shall coordinate Supplier's operations with the activities of District's forces and the Separate Contractors as required for the prompt and expeditious performance of Supplier's obligations under the Contract Documents.

8.2.2. Delay. Supplier shall coordinate its deliveries of the Goods with the construction and operations of District's forces and the Separate Contractors so as to eliminate interference and shall do so without Delay to the performance of Supplier or the construction or operations of such others. Costs caused by improperly timed activities or defective construction shall be borne by the party responsible therefor.

8.2.3. Damage. Supplier shall promptly remedy damage caused by Supplier or its Sub-Suppliers to completed construction or partially completed construction or to property of District or Separate Contractors.

8.2.4. Disputes. Supplier shall notify District in writing within three (3) Days if it believes it has experienced or is experiencing any Delay or Loss due to the activities of District's forces or Separate Contractors or in the event of any dispute with District's forces or Separate Contractors.

8.3. DISTRICT'S RIGHT TO CLEANUP

If a dispute arises among Supplier, Separate Contractors and/or District as to the responsibility for maintaining the Site and surrounding area free from waste materials and rubbish, District may clean up and allocate the cost among those responsible as the District determines to be just.

**ARTICLE 9
TIME**

9.1. COMMENCEMENT AND COMPLETION

9.1.1. Completion. Supplier shall proceed expeditiously with the furnishing of Goods requested in an Order and shall achieve Completed Delivery on the Delivery Date set forth in the Order. The Delivery Date shall be subject to adjustment for extensions of time duly permitted, authorized and noticed pursuant to Paragraph 9.2, below. Inspection for the purpose of confirming Completed Delivery and issuing a Notice of Completed Delivery shall be conducted by the College Project Director or a District Consultant and notice of such determination shall be issued as provided in Paragraph 5.4.9, above.

9.1.2. Adjustments. Subject to the limitations set forth in this Article 9 and elsewhere in the Contract Documents, the Delivery Date shall only be extended for Excusable Delay.

9.1.3. Early Completion. Nothing stated in the Purchase Agreement or elsewhere in the Contract Documents shall be interpreted as creating any contractual right, express or implied, on the part of Supplier to deliver any Lot of Goods earlier than the Delivery Date set forth in the Order issued by District with respect to such Lot.

9.2. DELAYS AND EXTENSIONS OF TIME

9.2.1. Adjustments Extending Delivery Date. Provided that Supplier has complied with the provisions of this Paragraph 9.2 (including, without limitation, the requirements of this Paragraph 9.2 pertaining to timely delivery of a Request for Extension), if Supplier is delayed in its achieving Completed Delivery of a Lot on the Delivery Date by an Excusable Delay, then the Delivery Date for such Lot shall be extended for such reasonable time as the College Project Director may determine. The Delivery Date will not be adjusted for Unexcused Delays

9.2.2. Request for Extension. Within fourteen (14) Days after the Discovery Date of the circumstances giving rise to an Excusable Delay, Supplier shall submit to District a Request for Extension. Each Request for Extension shall include a detailed explanation of the circumstances of such Delay, the Lot(s) and Delivery Date(s) that are affected and the precise number of Days of extension to such Delivery Date(s) being requested. A Request for Extension that seeks an extension for more than one Delay shall be supported by a separate explanation and request for extension for each separate Delay. District shall thereafter investigate the facts concerning the cause and extent of such Delay, and depending upon whether such Request for Extension is justified, will notify Supplier of its approval or disapproval of all or a portion of Supplier's request. Extensions of time approved by District shall apply only to that portion of the Goods affected by the Delay, and shall not apply to other portions of the Goods not so affected.

9.2.3. Formal Notice of Essence. Supplier recognizes and acknowledges that timely submission of formal Request for Extension, whether or not the circumstances of such Delay are known to District or discoverable by District through other means, is not a mere formality but is of crucial importance to the ability of District to promptly identify, prioritize, evaluate and mitigate the potential effects of Delay. Any form of informal notice, whether verbal or written (including, without limitation, statements at meetings or entries on reports, daily logs or meeting minutes), that does not strictly comply with the formal requirements of Paragraph 9.2.2, above, shall therefore be deemed insufficient.

9.2.4. Time of Essence. Time is of the essence to the Completed Delivery of the Goods. District shall have the right to refuse to accept and pay for a tender of Goods delivered after the Delivery Date.

9.2.5. District Options. The District and the Supplier acknowledge and agree that if the Supplier fails to achieve Completed Delivery of a Lot of Goods on the Delivery Date specified in the Order that the District will suffer substantial Losses which are both extremely difficult and impracticable to ascertain. In recognition thereof, it is agreed that if the Supplier fails to achieve Completed Delivery on the Delivery Date (as adjusted for extensions permitted by the Paragraph 9.2, above) designated in an Order for Completed Delivery of a Lot of Goods, that the District shall have the right, exercised in its sole discretion, to accept tender by Supplier in accordance with Paragraph 9.2.6, below, of Leased Goods. District shall have the right to exercise the foregoing rights with respect to all or any portion of the Goods or with respect to all or any portion of a period of time for which a delivery of Goods is delayed beyond the Delivery Date.

9.2.6. Leased Goods. The District shall have the right, in the exercise of its sole discretion, to accept tender by Supplier of temporary replacement Leased Goods for the whole or any portion of period of time for which the District. Leased Goods are provided, placed and removed at the Supplier's Own Expense. Tender of Leased Goods by the Supplier means delivery, at the Destination designated by the District in its Order, of Leased Goods that are equivalent in all material respects to the Goods identified in the applicable Order and that are wholly suitable for use by the District as a replacement for the Goods. Supplier is solely responsible for the delivery, placement and removal of Leased Goods and for any repairs to Existing Improvements caused by the move in, placement or removal of the Leased Goods. Supplier remains solely responsible for any Loss caused to Leased Goods while they are in use by the District, other than a Loss that Supplier demonstrates was caused by abuse or neglect on the part of the District, District Suppliers or Separate Contractors.

9.2.7. Other Remedies. District shall have the right to refuse to accept and pay for a tender of Goods delivered after the Delivery Date and to refuse tender of Leased Goods. The District's exercise of its rights to refuse to accept and pay for any Goods shall not limit any right or remedy of the District in the event of any other default by the Supplier (including, without limitation, failure to provide timely Notice of Shipment or Notice of Delivery) other than a failure to meet a Delivery Date.

9.2.8. Supplier Noncompliance, Waiver. Any failure by Supplier to strictly comply with the requirements of Paragraph 9.2.2, above, relative to Request for Extension under circumstances in which a Request for Extension is

required, shall, notwithstanding actual knowledge of such circumstances by District, College Project Director, or others acting on behalf of District, constitute a waiver by Supplier of the right to an adjustment to the Delivery Date on account of such circumstances.

9.2.9. Concurrent Delays. If an Unexcused Delay occurs concurrently with an Excusable Delay, the maximum extension of the affected Delivery Date shall be the number of Days, if any, by which such Excusable Delay exceeds the number of Days of such Unexcused Delay.

9.2.10. Exercise of District Rights. Notwithstanding any other provision of the Contract Documents to the contrary, any Delay to Supplier's performance that is the result of District's proper exercise of its rights or remedies under the Contract Documents or Applicable Laws in response to a failure of Supplier to perform its obligations under the Contract Documents shall be deemed an Unexcused Delay and shall not, under any circumstances, entitle Supplier to an adjustment to a Delivery Date.

9.3. DELAY TO SUPPLIER

Supplier's sole and exclusive right in the event of an Excusable Delay consists of an extension of time to the applicable Delivery Date. The Supplier agrees to accept such extension of time as its sole and exclusive right and remedy for Delay, regardless of cause (including, without limitation, any act or omission by the District constituting negligence or breach of contract) in lieu of any and all other rights to recovery of Losses for Delay.

ARTICLE 10 PAYMENTS

10.1. Payment. Payment on behalf of District of sums to the Supplier that are undisputed by the District placing the Order shall be made not later than thirty (30) Days after receipt of a properly prepared and submitted invoice requesting payment and issuance of payment in accordance with the requirements of the Contract Documents.

10.2. Decisions to Withhold Payments. District shall have the right to withhold payment, in its sole discretion, including but not limited to, incomplete shipments or deliveries, defective equipment or material or other causes deemed by the District constituting an incomplete shipment, delivery or non-conformance with the Contract Documents. Sums properly withheld pursuant to Paragraph 10.2, may be used by District without a prior judicial determination of District's actual rights with respect to recovery of any Loss on which such withholding is based. Supplier agrees and hereby designates District as its agent for such purposes, and agrees that such payments shall be considered as payments made under the Purchase Agreement by District to Supplier. District shall submit to Supplier an accounting of such funds disbursed on behalf of Supplier

10.2.1. Grounds for Withholding. District may decide not to certify payment and may withhold a Certificate for Payment, in whole or in part, as provided herein and elsewhere in the Contract Documents. If District is unable to certify payment in the amount of the Application for Payment, District will promptly issue a Certificate for Payment for the amount for which is determined to be earned and undisputed. District may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary, in District's opinion, to protect District from Loss or threatened Loss because of any of the following:

- .1 Defective Goods.** Defective Goods not remedied.
- .2 Violation of Applicable Laws.** Failure of Supplier or the Sub-Suppliers to comply with Applicable Laws.
- .3 Penalty.** Any claim or penalty asserted against District by virtue of Supplier's failure to comply with Applicable Laws.
- .4 Failure to Meet Delivery Date.** Any Loss which may accrue as a result of Supplier failing to meet a Delivery Date.

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.5 Setoff. Any reason specified elsewhere in the Contract Documents as grounds for a withholding, offset or setoff or that would legally entitle District to a setoff or recoupment.

.6 Consultant Services. Additional professional, consultant or inspection services required due to Supplier's failure to comply with the Contract Documents.

.7 Damage. Loss caused by Supplier or the Sub-Suppliers to District, the Separate Contractors or any other person or entity under contract with District.

.8 Cleanup. Cleanup performed by District and chargeable to Supplier pursuant to Paragraph 5.10.2.

.9 Required Documents. Failure of Supplier to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, schedules, Submittals, inventories, information on the Sub-Suppliers, certifications and other required reports or documentation.

.10 Other Breach. A breach by Supplier of any obligation or provision of the Contract.

10.3. REPORTS AND REVIEWS

10.3.1. Quarterly Sales Reports. The Supplier shall provide, at the District's request, to the District's Program Manager quarterly statements, which shall include: an aggregate sales report of (1) the total quantities and dollar sales of Goods covered by all Applications for Payments submitted under the Purchase Agreement; (2) the quantities and dollar sales of Goods in Clause (1) further segregated by Product Type; (3) the quantities and dollar sales of Goods in Clause (2) further segregated by Destination.

10.3.2. Performance Reviews. Supplier shall, if requested by the District, participate in business meetings to review Supplier's performance and to establish a best practices approach to customer satisfaction that satisfies the requirements of the Contract Documents and the needs of the District and its users. Supplier shall designate appropriate representatives of its executive and managerial staff to participate in such meetings. Such meeting shall be held via remote online conference mutually agreed to by both parties or location within Los Angeles County as may be designated by LACCD.

10.4. CONTINUOUS PERFORMANCE

No dispute or disagreement with respect to the amount of any payment claimed due by Supplier shall relieve or excuse Supplier from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of its obligations under the Contract Documents.

10.5 ACCEPTANCE OF PAYMENT

Acceptance of Final Payment by Supplier or a Sub-Supplier shall constitute a waiver of all rights by that payee against District for recovery of any Loss, excepting only those Claims that have been submitted by Supplier in the manner required by Article 14, below, prior to or at the time of Supplier's submission of its Application for Payment.

ARTICLE 11 INSPECTIONS, HAZARDOUS SUBSTANCES AND SAFETY

11.1 INSPECTIONS

11.1.1. Supplier Responsibility. Inspections or observations by or on behalf of District or others shall not in any way relieve Supplier from its responsibility for full compliance with all of the terms and conditions of the Contract Documents, nor be construed to lessen, to any degree, Supplier's responsibility for furnishing Goods which conform to the Contract Documents.

11.1.2. Access to the Goods. District and such others as designated by District shall have free access to any or all parts of the Goods, whether located on or off the Site, at any time and at any stage in the preparation, fabrication or installation of the Goods being manufactured, fabricated or assembled.

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11.1.3. No Duty of District. No authority of District or others authorized to inspect the Goods at the request of District that is conferred by the Contract Documents, nor any decision made in good faith either to exercise or not exercise such authority, nor any recommendation by District or such others shall give rise to a duty or responsibility to Supplier or the Sub-Suppliers, of any Tier.

11.2. HAZARDOUS SUBSTANCES

Supplier warrants Goods are free of any Hazardous Substances.

11.3. SAFETY OF PERSONS AND PROPERTY

11.3.1. Protection, Safety. Supplier shall take all necessary precautions for safety of, and shall provide all necessary protection to prevent Loss due to the activities of Supplier or the Sub-Suppliers, of every Tier:

- .1 persons in and around a Site, as well as their personal property and vehicles;
- .2 the Goods under care, custody or control of Supplier or a Sub-Supplier, of any Tier, including, without limitation, providing temperature control, covering and enclosures necessary to prevent Loss due to adverse weather conditions;
- .3 other property at a Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, curbs, roadways, structures (including, without limitation, protection from settlement or loss of lateral support) and utilities not designated for removal, relocation or replacement in the course of performance by Supplier; and
- .4 construction or operations by District, District forces or the Separate Contractors.

11.3.2. Compliance with Safety Orders. Supplier shall correct any violations of safety laws, rules, orders, standards or regulations occurring or threatened by conditions on a Site that are caused or created by the activities of Supplier or its Sub-Suppliers. Upon the issuance of a citation or notice of violation by any Government Authority resulting from the activities of Supplier or its Sub-Suppliers, including, without limitation, the Division of Occupational Safety and Health, such violation shall be corrected promptly at Supplier's Own Expense.

11.3.3. Responsibility for Loss. Supplier shall promptly remedy Loss (other than Loss insured under property insurance required by the Contract Documents) to property referred to in Subparagraph 11.3.1.1 through Subparagraph 11.3.1.4 caused in whole or in part by the activities of Supplier, the Sub-Suppliers, of any Tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which Supplier is responsible under Subparagraph 11.3.1.1 through Subparagraph 11.3.1.4, except Loss attributable solely to negligent acts or omissions of District, College Project Director, Design Consultants, District Consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of Supplier or the Sub-Suppliers, of any Tier, or the failure by Supplier to comply with the Contract Documents. The foregoing obligations of Supplier are in addition to Supplier's obligations under Paragraph 5.13, above.

ARTICLE 12 INSURANCE

12.1 SUPPLIER INSURANCE

12.1.1. General Provisions. Supplier shall obtain and maintain, and shall require the Sub-Suppliers delivering Goods to a Site to obtain and maintain, the insurance coverages specified below:

- .1 Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a combined single limit of not less than \$1,000,000.
- .2 Statutory Workers' Compensation and Employer's Liability insurance with statutory limits as required by law, including Maritime coverage, if appropriate, and Employer's Liability limits of not less than \$1,000,000 each accident/\$1,000,000 each employee/\$1,000,000 policy limit.

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.3 Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy CG 0001 ("Occurrence Form"), with the following minimum limits (including excess or umbrella liability insurance if required to achieve limits) of \$1,000,000 per occurrence and \$2,000,000 in the general aggregate.

.4 Other Insurance as may be required by District to protect Supplier, the Sub-Suppliers and/or District, Colleges and other Indemnitees from hazards related to the delivery or storage of the Goods or Supplier's performance under the Contract Documents.

12.1.2. Additional Requirements for Supplier-Provided Coverage. The following requirements and provisions shall apply to insurance provided by Supplier and/or its Sub-Suppliers pursuant to Paragraph 12.1.1, above:

.1 Such insurance may be provided through a combination of primary and excess policies, including the umbrella form of policy. All required insurance shall be maintained without interruption from the date of execution of the Purchase Agreement until the expiration of the Term unless otherwise specified elsewhere in the Contract Documents.

.2 Each such policy, except the workers' compensation policy, shall include or shall be endorsed to include the Indemnitees, and each of their respective officers, agents, shareholders and employees as additional insureds.

.3 Each policy shall state, or be endorsed to state, that the coverage provided to the additional insureds is primary and non-contributing with respect to any other insurance available to the additional insureds.

.4 Insurance required by Paragraph 12.1.1, above, shall be written by a company or companies lawfully authorized to do business in the State of California and having a current A.M. Best's rating of no less than B + unless otherwise approved in writing by District. Notwithstanding the foregoing, workers' compensation insurance may be provided by the State Compensation Insurance Fund.

.5 The insurance required by Paragraph 12.1.1, above, shall be written on forms acceptable to District.

.6 Supplier shall provide to District prior to execution of the Purchase Agreement by Supplier, and at any time thereafter within three (3) Days of a request by District, and upon any renewal, change or replacement of coverage, the following: certificates of insurance and any additional insured endorsements evidencing coverage required to be provided by Supplier or its Sub-Suppliers. Upon request, a Certificate of Insurance as confirmation of such policies and endorsements shall be provided to District.

.7 All insurance coverage required of or provided by Supplier or its Sub-Suppliers are intended to apply to the full extent of the policies. Nothing contained in this Paragraph 12.1 or elsewhere in the Contract Documents relating to District or its operations is intended to limit the application of such insurance coverage.

.8 Supplier acknowledges and agrees that any actual or alleged failure on the part of District to inform Supplier of non-compliance with any insurance requirement in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

.9 Any type of insurance or any increase of limits of liability not described in this Paragraph 12.1, which Supplier requires for its own protection or on account of any statute, shall be Supplier's responsibility and at Supplier's Own Expense.

.10 During the period following issuance of the Notice of Completed Delivery and prior to expiration of all warranty periods under the Contract Documents, Supplier shall maintain in full force and effect all insurance as specified in Paragraph 12.1.1, above.

.11 District shall have no responsibility for arranging coverage or for payment of premiums for any insurance coverage required of any Supplier or Sub-Supplier under Paragraph 12.1.1, above.

12.1.3. MISCELLANEOUS PROVISIONS.

.1 Withholding of Payments. In addition to any other rights of withholding that District may have under the Contract Documents, District has the right to withhold any payments otherwise due to Supplier in the event of a failure by Supplier or any Sub-Supplier to comply with the requirements of this Paragraph 12.1. Such withholding by District shall not be deemed to be a default under the Purchase Agreement or under the terms of any Order.

.2 Notice. All policies of insurance that Supplier or the Sub-Suppliers are required to secure and maintain shall be endorsed to provide that their insurance company shall notify District and the named insured at least ten (10) Days in advance of any cancellation due to nonpayment of premium and thirty (30) Days in advance of any modification or cancellation for any reason other than nonpayment of premium.

.3 Remedies. Without limitation upon any of District's other rights or remedies, any failure by Supplier or any Sub-Supplier to comply with any provision of this Paragraph 12.1 shall be deemed a material breach of the Purchase Agreement, thereby entitling District, at its option and without limitation to District's other rights or remedies under the Contract Documents or Applicable Laws, upon notice to Supplier and in accordance with Article 14, below, to: (1) suspend performance by Supplier, without any additional compensation or extension of the Delivery Date, until there is full compliance, or (2) terminate the Purchase Agreement or any Order for cause.

.4 Claims Cooperation. Supplier and the Sub-Suppliers shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of their operations conducted in connection with the furnishing of the Goods and shall cooperate with District in respect to the adjustment, settlement, mediation, arbitration or litigation of all said claims, including, without limitation, providing, appearances in mediation, arbitration or court proceedings and/or participating in settlement meetings, as may be required.

.5 Waiver of Rights of Recovery and Subrogation. Supplier hereby waives all rights of recovery for any Loss with respect to which insurance, other than workers' compensation insurance, is required to be provided by Supplier (including, without limitation, any Loss that is not covered because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason) against the Indemnitees and any other supplier, contractor or consultant performing work or rendering services that relate to, affect or are affected by Supplier's obligations under the Contract Documents including without limitation, the officers, directors, agents, shareholders and employees of each of them. Supplier shall require that its Sub-Suppliers of every Tier require that all insurance policies provided, with the exception of workers' compensation, that relate to Supplier's obligations under the Contract Documents include clauses providing that each insurer waives all of its rights of recovery against the same parties referenced immediately above in this Subparagraph 12.1.3.5. Additionally, Supplier shall cause its insurers on all policies required to be obtained by Supplier, including, without limitation, workers' compensation insurance, to provide for a waiver of the insurer's rights of subrogation that is coextensive with the waiver of right of recovery by Supplier set forth in this Subparagraph 12.1.3.5 or that consent to Supplier's waiving its rights of recovery as set forth herein. The waivers of right of recovery and right of subrogation provided for in this Subparagraph 12.1.3.5 shall be deemed effective as to any individual or entity even if such individual or entity: (1) would otherwise have a duty of indemnification, contractual or otherwise; (2) did not pay the insurance premium directly or indirectly; or (3) has or does not have an insurable interest in the property damaged.

12.2. DISTRICT'S LIABILITY INSURANCE

District shall be responsible for purchasing and maintaining District's usual liability insurance. Optionally, District may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract Documents. Supplier shall not be responsible for purchasing and maintaining District's liability insurance unless specifically required by the Contract Documents.

**ARTICLE 13
MISCELLANEOUS PROVISIONS**

13.1 GOVERNING LAW

The interpretation and enforcement of the Purchase Agreement and other Contract Documents and of the performance by the parties hereunder shall be governed by the internal laws of the State of California.

13.2 TIME OF ESSENCE

All time limits stated in the Contract Documents relative to Supplier's performance of its obligations under the Contract Documents are of the essence.

13.3 ASSIGNMENT

Supplier shall not transfer, convey or assign any right or obligation under or interest in the Contract Documents or any Order and any attempt to do so will be deemed void from its inception. District shall have the right to assign its rights under any Order or under the Purchase Agreement upon written notice to Supplier.

13.4 WRITTEN NOTICE

Any notice from one party to the other or otherwise under the Contract Documents shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall be deemed to have been duly served if served in the following manner:

13.4.1 Notice to District. If notice is given to District, it shall be by personal delivery thereof or by depositing same in United States mail, enclosed in a sealed envelope addressed to District at its address shown in the Bidding Documents.

13.4.2 Notice to Supplier. If notice is given to Supplier, by personal delivery thereof to Supplier, or by depositing same in United States mails, enclosed in a sealed envelope addressed to Supplier at its last known address for its regular place of business and sent by registered or certified mail with postage prepaid.

13.5 RIGHTS AND REMEDIES

13.5.1 District duties and obligations imposed by the Contract Documents and District rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by Applicable Law.

13.5.2 Provisions of the Contract Documents may be waived by District only in writing signed by the Executive Director stating expressly that it is intended as a waiver of the specified provision(s) of the Contract Documents.

13.5.3 A waiver by either party of any breach of any term, covenant, or condition contained in the Contract Documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein whether of the same or a different character.

13.6 NO NUISANCE

Supplier shall not maintain, commit or permit the maintenance or commission of any nuisance at the Site in connection with the performance of its obligations under the Contract Documents.

13.7 EXTENT OF AGREEMENT

The Contract Documents represent the entire agreement between District and Supplier and supersede all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended only by written instrument signed by both District and Supplier and formally approved or ratified by the Board of Trustees in accordance with the requirements of the Contract Documents and Applicable Laws.

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13.8 NO THIRD-PARTY RIGHTS

Nothing contained in the Contract Documents is intended to make any person or entity who is not a signatory to the Purchase Agreement a third-party beneficiary of any right created by the Contract Documents or by operation of Applicable Laws.

13.9 SEVERABILITY

Should any part, term, portion or provision of the Contract Documents, or the application thereof to any party or circumstance, be held to be illegal, invalid or in conflict with any Applicable Laws, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to any party or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by Applicable Laws.

13.10 PROVISIONS REQUIRED BY APPLICABLE LAWS

Each and every provision of law and clause required by Applicable Laws to be inserted in the Purchase Agreement or other Contract Documents shall be deemed to be inserted in the Purchase Agreement and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or if inserted and requires correction, then upon request of either party these Purchase Agreement shall forthwith be amended by the parties to the Purchase Agreement to make such insertion or correction.

13.11 CONFLICTS OF INTERESTS

Supplier agrees not to accept any employment or representation which will, is or likely to, make Supplier "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the College or District on any matter in connection with which Supplier has been retained.

13.12 SURVIVAL

All provisions of the Contract Documents that either expressly, or by their nature, require performance or assumption by Supplier of an obligation that extends beyond the Term of the Purchase Agreement, or beyond termination of the Purchase Agreement or completion of performance by Supplier of an Order or other performance under the Contract Documents, including, without limitation, Supplier's obligations of, or relating to, indemnification, insurance, confidentiality, ownership of documents, review, audit and retention of books and records, warranties and guaranties, and dispute resolution shall be deemed to survive expiration of the Term, termination of the Purchase Agreement and/or completion of performance by Supplier.

13.13 FEDERAL GRANTS

In the event of a federal grant or other federal financing participation in the funding of the purchases of the Goods, Supplier shall permit access to and grant the right to examine its books covering its services performed and expenses incurred under the Purchase Agreement or other Contract Documents. Supplier shall comply with all applicable federal agency requirements including, without limitation, those pertaining to work hours, overtime compensation, non-discrimination, and contingent fees.

13.14 PROHIBITED INTERESTS AND GRATUITIES

No official or employee of District who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any contract or any subcontract in connection with the purchase of the Goods, shall become directly or indirectly interested financially in the Purchase Agreement, any Order or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with the Purchase Agreement shall become directly or indirectly interested financially in the Purchase Agreement, any Order or in any part thereof. Supplier shall receive no compensation and shall repay District for any compensation received by Supplier hereunder, should Supplier or any of the Sub-Suppliers aid, abet or knowingly participate in a violation of this Paragraph 13.14. Supplier warrants that no gratuities (in the form of entertainment, trips

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or otherwise) were offered or given by Supplier, or any agent or representative of Supplier, to any officer or employee of District with a view toward securing the Purchase Agreement, any Order or securing favorable treatment with respect to any determinations concerning performance under the Purchase Agreement or any Order. For breach or violation of this warranty and without limitation to District's other rights or remedies Applicable Laws, District shall have the right to terminate for cause the Purchase Agreement or any Order, either in whole or in part.

13.15 ASSIGNMENT OF ANTI-TRUST ACTIONS

Supplier offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Purchase Agreement. This assignment shall be made and become effective at the without further acknowledgement by the parties.

13.16 CONFIDENTIALITY

Supplier shall treat all information and data furnished to it by a College, the Program Manager, the College Project Director, District, a Design Consultant, a District Consultant or a Separate Contractor, or otherwise obtained or prepared by Supplier concerning the subject matter of the Purchase Agreement or any Order, as strictly confidential and shall not disclose any of the same to any other person or entity unless required to do so in connection with Supplier's performance of the Purchase Agreement or an Order or in connection with filings or applications submitted to Governmental Authorities. Supplier's obligation of confidentiality hereunder shall not apply: (1) to information which is in the public domain through no action or inaction of Supplier; or (2) to Proprietary Information that was in the possession of Supplier prior to its preparing its Bid entirely independent of its rights, duties or obligations under the terms of the Contract Documents, or (3) if, but only to the extent that, any other provision of the Contract Documents expressly states that Supplier's obligation of confidentiality shall not apply. Supplier shall not engage in or permit any public references or statements to the Purchase Agreement, Orders, the Colleges, District or to Supplier's obligations or performance, including, without limitation, referring to the same in advertising or promotional brochures or materials or granting interviews to broadcast, print or other media, without the prior written consent of District, which may be granted or withheld in the sole discretion of District. Supplier shall instruct all of Supplier's employees and the Sub-Suppliers of this obligation and shall be responsible for their full compliance with this Paragraph 13.16.

13.17 JOINT AND SEVERAL RESPONSIBILITY

If the Purchase Agreement is the result of a joint bid by more than one bidder, supplier, dealer or manufacturer, it shall be deemed one indivisible contract. Each such joint bidder, supplier, dealer or manufacturer will be deemed jointly and severally responsible and liable for the performance of the entire Purchase Agreement and any Order thereunder. District assumes no obligation for the division of purchases of Goods among joint bidders, suppliers, dealers or manufacturers.

13.18 NON-EXCLUSIVITY

The Purchase Agreement is non-exclusive and shall not in any way preclude District from entering into a similar agreement and/or arrangements with other suppliers or from acquiring similar, equal or like products, goods or services from other entities or sources.

13.19 ADEQUATE ASSURANCE OF PERFORMANCE

If at any time District in good faith and based on reasonable business concerns, has material concerns with respect to Supplier's or a Sub-Supplier's ability or intent to fully perform, then Supplier agrees to provide District with reasonable written assurance, fully satisfactory to District in District's reasonable discretion, of Supplier's ability to fully perform. Such assurance shall be provided within the time and in the manner specified by District. Upon District's good faith determination that Supplier cannot or will not perform, then District may deem the Purchase Agreement breached by Supplier, thereby entitling District to exercise its rights under Paragraph 14.1, below. Supplier shall notify District in writing if it believes that circumstances have arisen that are reasonably likely cause Supplier or Sub-Supplier to be unable to perform any material obligation of the Contract Documents.

ARTICLE 14
REMEDIES FOR DEFAULT, TERMINATION, SUSPENSION

14.1 REMEDIES FOR SUPPLIER DEFAULT

14.1.1 Notice of Default. District shall have the right to exercise any or all of the remedies set forth in this Paragraph 14.1 in the event of any of the following: (1) Supplier is adjudged bankrupt; (2) Supplier makes a general assignment for the benefit of its creditors; (3) a receiver is appointed on account of Supplier's insolvency; or (4) Supplier fails or refuses to perform any obligation set forth in the Purchase Agreement, an Order or the other Contract Documents and fails to cure such default in the manner required hereafter.

14.1.2 Opportunity to Cure. Supplier shall cure any default in performance of its obligations under the Contract Documents within three (3) Working Days after service of written notice of such default to Supplier asserting the occurrence of such default; provided, however, that if the breach cannot reasonably be cured within such time then Supplier shall commence to cure the breach within three (3) Working Days after service of such written notice and shall diligently and continuously prosecute such cure to completion within a reasonable time, not longer than thirty (30) Days after receipt of such written notice.

14.1.3 District's Rights and Remedies. In the event that Supplier fails to cure any of the defaults enumerated in Paragraph 14.1.1, above, within the applicable time periods set forth in Paragraph 14.1.2, above, then, while reserving all rights for Losses caused by such default, the following remedies, may be pursued:

.1 Perform and Withhold. Whether or not there is a termination of the Purchase Agreement or any Order, District may engage others to furnish any portion of the Goods that have not been furnished by Supplier or that are Defective Goods and withhold the cost thereof from future payments to Supplier, reserving to itself all rights to recover all Losses related thereto.

.2 Suspension of Purchase Agreement. District may suspend performance under the Purchase Agreement or any portion thereof.

.3 Suspension of Order. Whether or not there is a termination of the Purchase Agreement or any Order, District may suspend all or any portion of Supplier's performance under an Order, for as long a period of time as appropriate, without thereby assuming any obligation to pay to Supplier any additional compensation or extend the Delivery Date of any Order affected thereby.

.4 Cancellation of Orders. Whether or not there is a termination of the Purchase Agreement, and without thereby incurring any liability or responsibility to Supplier and without releasing Supplier from its obligation to complete performance of any other Order that is not terminated, District may terminate for cause all or a part of any outstanding Order directly affected by such default, as well as any other outstanding Order that involves the purchase of Goods that, because of their relationship to the Goods covered by the terminated Order, are rendered substantially less useful or valuable to District as a result of such termination.

.5 Terminate Further Ordering. Whether or not there is a termination of the Purchase Agreement or any Order, District may order that Supplier accept no further Orders from District.

.6 Terminate Purchase Agreement. District may terminate for cause the Purchase Agreement or any portion thereof.

.7 Rights Cumulative. All of District's foregoing rights and remedies under the Contract Documents are cumulative, and shall be in addition to any other rights and remedies available under the Contract Documents or Applicable Laws.

.8 Materiality of Default. Designation in the Contract Documents of a certain breach or default as "material" or as affording e District the right to terminate shall not be construed as implying that other breaches or defaults not so designated are not material nor shall such designations be construed as limiting District's rights or remedies for default (including, without limitation, termination) to only material breaches.

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.9 Recovery of Losses. No termination or other action taken by District, either before or after a termination of an Order or the Purchase Agreement, in response to a default by Supplier shall prejudice or limit District's right to proceed against Supplier to recover all Losses suffered by District as a result of such default by Supplier.

14.1.4 Payment to Supplier. In the event of a termination of the Purchase Agreement or of an Order due to Supplier default, Supplier shall be entitled to receive such portion of the compensation as calculated in accordance with Paragraph 14.3.3, below, that remains, if any, after deduction for any Losses paid, incurred or threatened and reasonably likely to occur as a result of Supplier's default. In the case of a termination of the Purchase Agreement by District, upon such termination all further payments by District shall cease and may be withheld and no further amount shall be payable to Supplier until all Claims relating to the Purchase Agreement and all Orders placed by District have been resolved or finally adjudged by a court or by binding arbitration conducted in accordance with the Contract Documents. In the case of a termination of an Order, upon such termination all further payments by District shall cease and may be withheld and no further amount shall be payable to Supplier until all Claims relating to said Order have been resolved or finally adjudged by a court or by binding arbitration conducted in accordance with the Contract Documents.

14.1.5 Damages to District. If District's Losses paid, incurred or threatened and reasonably likely to occur as a result of Supplier's default exceed the amount withheld, Supplier shall be liable to District for the difference and shall promptly remit same to District upon demand by District.

14.1.6 Supplier Obligations. Upon receipt by Supplier of a notice of termination for default, in whole or in part, of the Purchase Agreement or an Order, Supplier shall, unless the notice states otherwise, perform each of the following obligations:

.1 immediately discontinue performance to the extent specified in the notice of termination and continue all other performance;

.2 take all actions necessary, or that District may direct, for the protection and preservation of the Goods covered by Orders that have not been cancelled and that are in production or transit;

.3 with respect to any Order that is terminated, provide to District directing such termination no later than three (3) Working Days after receipt of the notice of termination the following: (1) a complete list of all subcontracts, purchase orders and contracts with Sub-Suppliers who are involved in the performance of such Order, including any amendments and modifications thereto; (2) a summary of status of payments and balance owing under such subcontracts, purchase orders or contracts; (3) the status of performance and claims by such Sub-Suppliers; and (4) such other information as District may determine necessary in order to enable District to decide whether to accept assignment of the unperformed portions of such subcontracts, purchase orders or contracts pursuant to Paragraph 7.2, above;

.4 with respect to any and all Orders that are terminated, promptly: (1) assign to District on whose behalf such Order was placed, or its designee, those subcontracts, purchase orders or contracts, or portions thereof, between Supplier and its Sub-Suppliers that District elects pursuant to Paragraph 7.2, above, to accept by assignment; and (2) cancel, on the most favorable terms reasonably possible, any such subcontracts, purchase orders or contracts, or portions thereof, that District does not elect to accept by assignment;

.5 not terminate any insurance required by the Contract Documents; and

.6 deliver to District all Design Documents and Contract Documents that relate to Orders that are being terminated and that have been accumulated by Supplier in performing its obligations under the Contract Documents, excepting therefrom only those documents as may pertain to an Order that has not been terminated.

14.1.7 Cross Default, Set Off. Supplier agrees that: (1) a default by Supplier of its obligations to District under an Order that is not cured by Supplier in the manner provided for by Paragraph 14.1.2, above, shall constitute a breach of the Purchase Agreement; (2) a material default by Supplier of any other agreement or contract between Supplier and District shall constitute a default by Supplier of its obligations under the Purchase Agreement thereby entitling District to exercise, without prior adjudication of District's rights and without limitation to District's other rights or remedies, the right of set-off against amounts owing by District to Supplier under any Order placed by District; and (3) a material default by Supplier of its obligations to District under the Purchase Agreement or in connection with any Order shall constitute a

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breach of each and every other agreement or contract that Supplier may then have with District thereby entitling District to exercise, without prior adjudication of its rights and without limitation to District's other rights or remedies, the right of set-off against amounts owing by District to Supplier under such other agreement or contract.

14.2 SUSPENSION BY DISTRICT FOR CONVENIENCE

District may, at any time and from time to time, without cause, order Supplier, in writing, to suspend, delay or interrupt performance by Supplier, in whole or in part, of any Order. If a suspension order issued by District pursuant to this Paragraph 14.2 is canceled in writing or expires pursuant to its terms, Supplier shall resume and continue with performance. An suspension order issued by District pursuant to this Paragraph 14.2 shall not be required in order to stop the performance by Supplier where permitted or required under any other provision of the Contract Documents. Under no circumstances shall the issuance of such a suspension order give rise to any right of Supplier to additional compensation or adjustment to the Purchase Price.

14.3 TERMINATION OF PURCHASE AGREEMENT FOR CONVENIENCE

14.3.1 Termination for Convenience. Without limitation upon any of District's other rights or remedies under the Contract Documents or Applicable Laws (including, without limitation the right of cancellation of an Order) and without limiting the right of District to cancel an Order, District shall have the option, at its sole discretion and without cause, to terminate the Purchase Agreement, in whole or in part, by giving fourteen (14) Days' written notice to Supplier.

14.3.2 Supplier Obligations. Upon receipt of notice of termination by District of the Purchase Agreement for convenience pursuant to Paragraph 14.3.1, above, Supplier shall, unless such notice directs otherwise, do the following:

- .1 immediately discontinue performance to the extent specified in the notice of termination;
- .2 take actions necessary, or that District may direct, for the protection and preservation of the Goods delivered or in transit;
- .3 accept no further Orders for Goods, except as otherwise directed by District;
- .4 with respect to any Order that is terminated, provide to District directing such termination no later than three (3) Working Days after receipt of the notice of termination the following: (1) a complete list of all subcontracts, purchase orders and contracts with Sub-Suppliers who are involved in the performance of any Order, including any amendments and modifications thereto; (2) a summary of status of payments and balance owing under such subcontracts, purchase orders or contracts; (3) the status of performance and claims by such Sub-Suppliers; and (4) such other information as District may determine necessary in order to enable District to decide whether to accept assignment of the unperformed portions of such subcontracts, purchase orders or contracts pursuant to Paragraph 7.2, above;
- .5 with respect to any and all Orders that are terminated, promptly: (1) assign to District on whose behalf such Order was placed, or its designee, those subcontracts, purchase orders or contracts, or portions thereof, between Supplier and its Sub-Suppliers that District elects pursuant to Paragraph 7.2, above, to accept by assignment; and (2) cancel, on the most favorable terms reasonably possible, any such subcontracts, purchase orders or contracts, or portions thereof, that District does not elect to accept by assignment;
- .6 not terminate any insurance required by the Contract Documents;
- .7 thereafter continue such performance as may be directed by District that is necessary to preserve and protect the Goods already delivered or in the process of production pursuant to an outstanding Order issued by District; and
- .8 deliver to District all Design Documents and Contract Documents that relate to the Orders that are being terminated that have been accumulated by Supplier in performing its obligations under the Contract Documents, excepting therefrom those documents as may pertain to any portion of an Order that is not terminated.

14.3.3 Supplier Compensation. Following such termination of this Purchase Agreement without cause and within thirty (30) Days after receipt of a complete and timely billing from Supplier seeking payment of sums authorized

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by this Paragraph 14.3.3, Supplier shall be entitled to receive as compensation for an Order that is terminated for the convenience of District the following compensation:

- .1 the Purchase Price for the Order, or portion of an Order, which has not been cancelled;
- .2 less, sums withheld by District pursuant to Paragraph 10.2.1, above, or other provisions of the Contract Documents; and
- .3 less, sums previously paid to Supplier by District.

14.3.4 Exclusive Compensation. In the event of a termination by District of the Purchase Agreement or any Order for convenience, Supplier agrees to accept such sums as allowed under Paragraph 14.3.3, above, as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, without limitation, any right or claim for loss of prospective profits or unabsorbed overhead associated resulting from District's failing to purchase Goods under the Purchase Agreement that meet or exceed the Guaranteed Minimum Contract Amount.

14.3.5 Sub-Suppliers. Supplier shall include provisions in all of its subcontracts, purchase orders and other contracts with its first-Tier Sub-Suppliers permitting termination for convenience by Supplier on terms that are consistent with, and that afford no greater rights of recovery against Supplier for termination than are afforded to Supplier under, this Paragraph 14.3.

14.4 TERMINATION BY SUPPLIER

14.4.1 Supplier's Remedies.

.1 **Termination of Purchase Agreement.** Supplier shall have no right to terminate the Purchase Agreement, including without limitation, on account of any default or material default by District. Supplier's sole and exclusive right in the event of a default by District shall be its right to terminate an Order in accordance with Subparagraph 14.4.1.2, below.

.2 **Termination of Orders.** Provided that Supplier has first given written notice in accordance with Paragraph 14.4.2, below, Supplier may terminate an Order, for cause only, if Supplier's performance of the Order under the Contract Documents is suspended by Supplier for a continuous period of sixty (60) Days due to a failure by District to comply with its obligations under the Contract Documents relating to payment of undisputed amounts due upon an Order. Such right to terminate an Order shall be limited to terminating only that particular Order for which payment has not been made by District.

14.4.2 Notice of Intention to Terminate. Upon the occurrence of grounds to terminate an Order, Supplier may upon seven (7) Days' written notice to District terminate the Order. Following such termination, Supplier may recover from District such sums as permitted under Paragraph 14.3, above; provided, however, that such compensation shall be limited to the compensation due for the Goods for which Completed Delivery has been achieved under the terms of such terminated Order.

14.4.3 Continuous Performance. Provided that Supplier is paid sums due upon an Order that are undisputed by District, Supplier shall not: (1) stop, delay or interrupt continuous performance of its obligations by reason of any dispute or disagreement with District, including, without limitation, any disputes or disagreements over payments of money that are disputed in good faith by District; nor (2) stop, delay or interrupt performance under any Order placed by District.

14.4.4 Exclusive Right of Termination. Supplier's right to terminate is limited to the grounds set forth in this Paragraph 14.4.

14.5 CONTINUING OBLIGATIONS

All obligations of Supplier under the Contract Documents that would survive completion of performance by Supplier under the Contract Documents, including, but not limited to, all warranties, guarantees and indemnities, will apply to the

portions of the Goods that are delivered, stored or in transit at the time of a termination by District or Supplier and that District takes possession of upon or after such termination.

ARTICLE 15 NON-DISCRIMINATION

Non-discrimination is governed by the Non-Discrimination Declaration in the Bid Documents and submitted by the Supplier in response to the Bid. Supplier agrees to comply all District policies including but not limited to the Supplier shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of Applicable Laws.

ARTICLE 16 MANDATORY DISPUTE RESOLUTION PROCEDURES

The parties agree that in the event a dispute or claim arises in the performance of this Agreement, that the claimant shall provide written notice of such claim and the parties shall first attempt to meet in good faith and negotiate such dispute. If the dispute cannot be resolved by such negotiations, then, prior to commencing litigation the parties shall submit the dispute to non-binding mediation. The parties shall mutually agree upon the selection of the mediator of any and all disputed claims. If the dispute remains unresolved after non-binding mediation, either party may initiate litigation.

ARTICLE 17 ACCESSIBILITY REQUIREMENTS

17.1 Accessibility Requirements. Vendor hereby warrants that the products and services to be provided under this Agreement will comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, parts 1193 and 1194. Vendor agrees to test and validate its product, and any related website or online content it produces, with sufficient regularity in order to ensure the product and associated content meet conformance with all applicable Revised 508 Standards and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards (see <https://www.w3.org/TR/WCAG21/>), in accordance with the required testing methods. The vendor shall maintain and retain full documentation of the measures taken to ensure compliance with the applicable requirements stated above, including records of any testing or demonstrations conducted. Vendor shall provide the District with copies of all Accessibility Conformance Reports (ACR) and Supplemental Accessibility Conformity Reports (SACR) that are produced related to the product or service. Further, Vendor agrees to promptly respond to and fully resolve any complaint regarding accessibility of its products or services which is brought to its attention. All resolutions provided by the vendor in response to complaints regarding information and communications technology (ICT) accessibility of its product(s) shall meet conformance with established WCAG 2.1 Level AA requirements. Vendor further agrees to indemnify and hold harmless the Los Angeles Community College District, including any of its nine colleges using the vendor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds termination of this Agreement. Throughout the life of the agreement, the District reserves the right to independently perform any necessary testing on vendor's product or service to verify conformance or any representation of conformance made by the vendor with this section.

**ARTICLE 18
ENUMERATION OF CONTRACT DOCUMENTS**

18.1 LIST OF CONTRACT DOCUMENTS

The Contract Documents, except for Orders, issued after execution of this Purchase Agreement, include, without limitation, the following:

18.1.1 Purchase Agreement. The Purchase Agreement is this executed Purchase Agreement between District and Supplier for the Custodial Equipment and Supplies, including the following Exhibits attached hereto and incorporated herein by this reference:

- .1 **Exhibit "A"** Minimum Performance & Service Requirements
- .2 **Exhibit "B"** Delivery Locations
- .3 **Exhibit "C"** Bid Form
- .4 **Exhibit "D"** Bid Sheet
- .5 **Exhibit "E"** Bidder's Questionnaire
- .6 **Exhibit "F"** Authorized 3rd Party Service Provider
- .7 **Exhibit "G"** Acknowledgement of Addenda
- .8 **Exhibit "H"** Vendor Bid
- .9 **Exhibit "I"** RFB and Addenda

Addenda. The Addenda, if any, are as follows:


Number	Title	DATE	Pages
01	Addendum No. 01 FE-23-04-RFB	04/11/2023	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 18.

WHEREFORE, this Purchase Agreement is entered into as of the day and year first written above.

**LOS ANGELES COMMUNITY
COLLEGE DISTRICT**

**HAAKER EQUIPMENT COMPANY D/B/A TOTAL
CLEAN EQUIP., a CA CORPORATION**

By: 
Rueben C. Smith, D.C.Sc. (May 18, 2023 12:28 PDT)
Rueben C. Smith, D.C.Sc.

By: 
Wilson Shyu (May 16, 2023 09:52 PDT)

Title: Vice Chancellor & Chief Facilities Executive

Name: Wilson Shyu

Title: General Manager

Date: 05/18/2023

Date: 05/16/2023

Initial:  Director of Bond Capital Construction

Purchase Agreement


e-Sign Purchase Agreement 40590 for Haaker Equipment Company


Final Audit Report


2023-05-16


Created:	2023-05-16
By:	Irene Cua-Garcia (irene.cua-garcia@build-laccd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARdShu9i_xMBqj7RQZnAhlu08EpYC7_L


"e-Sign Purchase Agreement 40590 for Haaker Equipment Company" History


 Document created by Irene Cua-Garcia (irene.cua-garcia@build-laccd.org)
2023-05-16 - 3:15:12 PM GMT- IP address: 65.197.243.30

 Document emailed to wilsons@haaker.com for signature
2023-05-16 - 3:17:02 PM GMT

 Email viewed by wilsons@haaker.com
2023-05-16 - 3:19:53 PM GMT- IP address: 172.226.3.180

 Signer wilsons@haaker.com entered name at signing as Wilson Shyu
2023-05-16 - 4:52:40 PM GMT- IP address: 173.197.67.98

 Document e-signed by Wilson Shyu (wilsons@haaker.com)
Signature Date: 2023-05-16 - 4:52:42 PM GMT - Time Source: server- IP address: 173.197.67.98

 Agreement completed.
2023-05-16 - 4:52:42 PM GMT

Signature: 
Ian Erhardt (May 17, 2023 10:13 PDT)

Email: erhardt@laccd.edu










e-Sign Purchase Agreement 40590 for Haaker Equipment Company

Final Audit Report

2023-05-18

Created:	2023-05-16
By:	Irene Cua-Garcia (irene.cua-garcia@build-laccd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_TmFLUSblp42SPRG_ww3B-9p3rf8wXel

"e-Sign Purchase Agreement 40590 for Haaker Equipment Company" History

-  Document created by Irene Cua-Garcia (irene.cua-garcia@build-laccd.org)
2023-05-16 - 6:29:13 PM GMT - IP address: 65.197.243.30
-  Document emailed to Ian Erhardt (erhardt@laccd.edu) for signature
2023-05-16 - 6:30:35 PM GMT
-  Email viewed by Ian Erhardt (erhardt@laccd.edu)
2023-05-17 - 5:12:52 PM GMT - IP address: 65.197.243.30
-  Document e-signed by Ian Erhardt (erhardt@laccd.edu)
Signature Date: 2023-05-17 - 5:13:02 PM GMT - Time Source: server- IP address: 65.197.243.30
-  Document emailed to smithrc@email.laccd.edu for signature
2023-05-17 - 5:13:03 PM GMT
-  Email viewed by smithrc@email.laccd.edu
2023-05-17 - 5:31:23 PM GMT - IP address: 204.102.252.6
-  Signer smithrc@email.laccd.edu entered name at signing as Rueben C. Smith, D.C.Sc.
2023-05-18 - 7:28:15 PM GMT - IP address: 65.197.243.30
-  Document e-signed by Rueben C. Smith, D.C.Sc. (smithrc@email.laccd.edu)
Signature Date: 2023-05-18 - 7:28:17 PM GMT - Time Source: server- IP address: 65.197.243.30
-  Agreement completed.
2023-05-18 - 7:28:17 PM GMT



Administrative Report

H.7., File # 25-0809

Meeting Date: 7/1/2025

To: MAYOR AND CITY COUNCIL
From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE A FREEWAY MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE INGLEWOOD AVENUE AND MARINE AVENUE UNDERPASSES BENEATH INTERSTATE 405

EXECUTIVE SUMMARY

The maintenance responsibilities for areas where City streets traverse through the Interstate 405 (I-405) right-of-way (ROW) are defined by a Freeway Maintenance Agreement (FMA) between the City and the California Department of Transportation (Caltrans). The current FMA addresses the underpasses on Marine Avenue and Inglewood Avenue and was first executed on November 16, 1959. Caltrans is in the preliminary planning stage to widen portions of the I-405 bridges over these streets. The anticipated project work has prompted Caltrans to modernize and standardize the existing Agreement with the City. Whether or not the projects are actually built, staff has determined that modernizing the FMA at this time is in the best interest of the City.

BACKGROUND

The purpose of a FMA is to define maintenance standards and responsibilities between the local agency and Caltrans where local streets, overcrossings, and undercrossings intersect State ROW. The Los Angeles Metropolitan Transit Authority and Caltrans are pursuing a project to widen I-405 within City limits to provide additional auxiliary lanes for vehicular merging and exiting near on/off-ramps (auxiliary lanes). The proposed project would increase the width of the freeway within the State's ROW. Additional state ROW is not required for the project, but the width of the underpass will increase if the project is built. This would modestly increase the limits of the City's maintenance responsibility (length of underpass), which triggers the need to reevaluate the current FMA. Funding for the project is not yet secured, but its consideration has driven Caltrans to review their maintenance agreements with local agencies that would eventually be impacted by the proposed changes to I-405.

The purpose of the proposed FMA is to codify maintenance responsibilities between the City and Caltrans where Marine Avenue and Inglewood Avenue cross beneath I-405. Exhibit A in the attached FMA shows the portion of these streets within State ROW to be maintained at the City's expense and the areas of Caltrans' responsibility. As per the existing Agreement, maintenance of these undercrossings is currently the responsibility of the City. The proposed FMA provides updated standards, accounts for new technologies, and includes potential future conditions (longer underpasses) as they would exist upon completion of the proposed projects.

Under the proposed FMA, the responsibility to clear encampments from the underpasses would fall to the City, to the extent that it is not otherwise prohibited by local, state, or federal laws. Both the Police Chief and the City Attorney support this new provision, and Caltrans was amenable to the change in language regarding all legal limitations.

COORDINATION

Development of the proposed FMA was coordinated internally with the City Attorney's Office, the Police, the Public Works, and Human Resources Departments, along with Caltrans, externally. The City Attorney's Office prepared and approved the updated FMA.

FISCAL IMPACT

There is no immediate fiscal impact associated with approval of the proposed FMA. If completed, the increased length of the crossings may minimally add to the costs for ongoing maintenance provided by City crews. Additionally, some modest cost would be expected if there was an encampment issue that required clearance, but local control (and therefore the ability to act quickly) to address that need is thought to be worth the potential expense.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Freeway Maintenance Agreement with Caltrans for the Inglewood Avenue and Marine Avenue Underpasses Beneath I-405
- 1959 Freeway Agreement

FREEWAY MAINTENANCE AGREEMENT
WITH
CITYOF REDONDO BEACH

This Freeway Maintenance Agreement ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE"), and the City of Redondo Beach ("LOCAL AGENCY"); each may be referred to individually as a "PARTY," and jointly as "PARTIES."

RECITALS

1. WHEREAS, a Freeway Agreement dated November 16, 1959 was executed between LOCAL AGENCY and STATE, to document the understanding between PARTIES regarding the planned traffic circulation features of the State Highway Route (SR) 405 and the adjustments of the local street and road system required for the development of that portion of SR 405 within the jurisdictional limits of the LOCAL AGENCY; and, a plan Map for such freeway was attached to the Freeway Agreement showing the delineation of STATE Highway and LOCAL AGENCY's streets and roadways; and
2. WHEREAS, pursuant to the above Freeway Agreement and the attached Map, LOCAL AGENCY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed LOCAL AGENCY streets, frontage roads, and other STATE constructed local streets, except for those portions adopted as a part of the freeway proper.
4. WHEREAS PARTIES hereto mutually desire to clarify and define the PARTIES respective division of maintenance, and responsibilities as to their respective right of way and towards STATE HIGHWAY SYSTEM (SHS) facilities that include but are not limited to.
 - Vehicular Undercrossing
 - Vehicular Overcrossings
 - Non-vehicular Overcrossings
 - Non-vehicular Undercrossing
 - Walls- Retaining Walls, Columns, Soundwalls
 - Landscaped Areas
 - Screening
 - Interchange Operation
 - Bicycle Paths
5. State Highway System (SHS) Facilities.

Categories of SHS facilities covered under this AGREEMENT may include but are not limited to the following which are specifically identified in Exhibit A:

- **Vehicular overcrossings and bridges over STATE right of way:** These overcrossings are roadways constructed over and situated within State ROW supported by the deck, superstructure, and substructure ("Vehicular Overcrossings and appurtenant structures").
- **Non-vehicular pedestrian and bicycle overcrossings and bridges:** These overcrossings are pedestrian/bicycle path(s) and structures constructed over and within STATE ROW ("Non-Vehicular Overcrossings").
- **Vehicular and Non-vehicular undercrossing(s):** These undercrossings are roadway(s) or non-vehicular pathways crossing under STATE ROW and appurtenant structures situated within STATE ROW.
- **Walls- Sound walls, Retaining walls:** These improvements include structural components of embankments and noise- reduction structures constructed within STATE ROW.
- **Landscaped areas:** These areas include hardscaping, planting, vegetation and related landscaping improvements situated within outside of STATE ROW.
- **Screening:** This includes fencing installed on a bridge safety barrier to protect the safety of the traveling public.

6. Definitions of Facility Components.

- A. **Deck surface** (wearing surface) – The surface of a bridge deck for vehicular, pedestrian, and bicycle traffic over the SHS (e.g.; roadway surface).
- B. **Deck** – The structural component of a bridge that supports and is below the deck surface (wearing surfaces) and above the superstructure.
- C. **Superstructure** – Structural portions of a bridge supported by bridge columns/piers which are located below the deck.
- D. **Substructure** – Structural components of a bridge that support the superstructure and distribute the load to bridge footings and foundations.
- E. **Bridge rails and posts** – Portions of a bridge attached to the bridge deck and deck surface on overcrossings.
- F. **Structural/Roadway Drainage Facilities** – Any facility provides drainage to any location, including but not limited to, culverts, wing walls, drains, drain inlets, gutters, curbs, and inlet grates.
- G. **Lighting** – Electrical lamps and light posts installed within State right of way that facilitate safe passage of traveling public.

H. **Signage-** Signs that provide any traffic related guidance.

OPERATIVE PROVISIONS

1. **Maintenance Standards.** PARTIES shall perform all maintenance in compliance with the standards set forth in Streets and Highways Code section 27, and in accordance with California laws, regulations and STATE standards, including STATE'S Maintenance Manual, Code of Safe Operating Practices, policies, procedures and specifications in effect and as amended. "Maintain" or "maintenance" under this AGREEMENT includes routine inspections of all structures and facilities, repairs, cleaning, replacements, and improvements, if necessary.
2. **Control of Streets/Roads.** STATE is not responsible for maintaining, repairing, improving or replacing any property or improvements that do not constitute part of the State Highway System (SHS). STATE agrees to continue control those portions adopted as a part of SR 405 Freeway proper as shown in Exhibit A which is attached to and made a part of this AGREEMENT. PARTIES agree to their respective maintenance responsibility towards SHS facilities as specified in this AGREEMENT.
3. **REVISING EXHIBITS.** When another planned future improvement has been constructed and/or a minor revision has been affected within the limits of the freeway herein described. PARTIES can revise this maintenance agreement by mutually amending, replacing, or providing additional pages the Exhibits that has to be signed by authorized representatives of PARTIES. No formal amendment to the body of the Agreement will be necessary. The revised exhibit will thereafter supersede the previous Exhibit and become part of this Agreement.
4. **Amendment to Agreement.** Except as provided in the preceding section concerning Exhibit amendments, the terms of this AGREEMENT can be change only by a formal written amended by executed by all PARTIES.
5. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES and their respective successors-in-interest including, any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits. If the successor city or municipality fails to accept the obligations of the LOCAL AGENCY by entering into a new agreement with STATE, LOCAL AGENCY shall continue to be contractually bound by the terms of this AGREEMENT.

6. **Encroachment Permits.** Before LOCAL AGENCY may enter STATE ROW to install any encroachment or perform any maintenance or work in the areas covered by this AGREEMENT, LOCAL AGENCY must first apply for and obtain an encroachment permit(s) from the STATE's District 07 Encroachment Permit Office as per STATE's EP policy. LOCAL AGENCY must apply for and obtain additional encroachment permits, if necessary, to enter or perform any work within STATE ROW not covered by this AGREEMENT. An encroachment permit issued by the STATE will be at no cost to LOCAL AGENCY.
9. **Overcrossings (Vehicular and Non-vehicular).** STATE and LOCAL AGENCY shall maintain Overcrossings respectively as follows:
 - A. STATE shall inspect and maintain at STATE's expense, the structural components of the Overcrossing(s) which include the deck, superstructure, and substructure.
 - B. LOCAL AGENCY shall perform all maintenance, inspections, repair, replace or complete other improvements necessary to maintain the safety of the following components of the Overcrossing:
 1. Deck and road/street surface(s) installed on the deck;
 2. Structural Drainage facilities;
 3. All portions of the overcrossing structure situated on and above the bridge deck, including but not limited to lighting, traffic controls, traffic lights, sidewalks, signs, bike paths, pavement overlays, bridge rails and posts, pavement markings, striping, and improvements for compliance with the Americans with Disabilities Act (ADA); and
 4. Other improvements that may be constructed above or on the bridge deck with STATE's prior written approval.
 - C. **Graffiti Removal.** LOCAL AGENCY, at LOCAL AGENCY's expense, shall remove all graffiti and legally remove and dispose of all debris and trash from the facilities described in this Section. Any graffiti that resembles or on a mural, artwork, paintings, or other similar elements may not be removed without first consulting and obtaining approval from the STATE's District 07 Transportation Art Coordinator.
 - D. **Unsheltered Encampments.** LOCAL AGENCY shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the Overcrossing, subject to STATE's Encampment Removal policy, MPD 1001 R1, and all applicable State, Federal, and local laws, ordinances, regulations, including but not limited to any judicial decisions or court orders that may govern such actions.

Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Overcrossings.

- E. Screening. LOCAL AGENCY is not responsible for maintaining screening that STATE installs on STATE freeway overcrossings pursuant to Streets and Highways Code section 92.6.
10. **Undercrossings (Vehicular and Non-Vehicular).** STATE and LOCAL AGENCY shall maintain Undercrossing(s) respectively as follows:
- A. STATE shall inspect and maintain, at STATE's expense, the structural components of the Undercrossing(s) including deck, deck surfaces, superstructure, substructure, structural drainage facilities and undercrossing facilities and improvements.
 - B. LOCAL AGENCY, at LOCAL AGENCY's expense, shall inspect, maintain, repair, replace, or complete other improvements necessary to maintain the safety of the facilities noted below:
 - 1. LOCAL AGENCY's improved and unimproved roadway sections, including but not limited to road surfaces, shoulders, curbs, sidewalks, gutters and wall surfaces;
 - 2. Roadway drainage facilities;
 - 3. All portions above the LOCAL AGENCY's improved and unimproved roadway facilities, including but not limited to lighting, traffic controls, traffic lights, sidewalks, signs, bike paths, pavement markings, bridge rails and posts, striping, and improvements for compliance with the ADA; and
 - 4. Other improvements that may be constructed on the improved or unimproved roadway section(s) with STATE's prior written approval.
 - C. Graffiti Removal. LOCAL AGENCY, at LOCAL AGENCY's sole cost and expense, shall remove all graffiti described in this section. LOCAL AGENCY is solely responsible for ensuring that any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements shall not be removed without the written authorization of STATE. Graffiti removal must protect air and water quality as required by law. LOCAL AGENCY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Family D Chapter, D1.06.
 - D. Unsheltered Encampments. LOCAL AGENCY shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from

the Undercrossing, subject to STATE's Encampment Removal policy, MPD 1001 R1, and all applicable State, Federal, and local laws, ordinances, regulations, including but not limited to any judicial decisions or court orders that may govern such actions.

Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Undercrossings.

11. **Walls, Columns. Retaining wall and Soundwalls.** LOCAL AGENCY shall remove debris, trash, and graffiti and clean and paint any walls, soundwalls and similar structures on the sides facing LOCAL AGENCY's streets/roadways. Any graffiti on a mural, artwork, paintings, or other similar elements may not be removed without prior consultation with and approval from the STATE's District 07 Transportation Art Coordinator.
12. **Bicycle, Pedestrian Paths, Lanes and trails (TRAIL)**
 - A. LOCAL AGENCY is solely responsible for, and will maintain, TRAIL and all its related facilities including, but not limited to: paving, supportive structural components, aggregate base shoulder, retaining walls, bridges (of any sort), all railings, bollards, storm water control measures, all fences, guard railing, drainage facilities, and slope and structural adequacy of bicycle/pedestrian TRAIL and any plantings or other types of roadside development installed as part of PROJECT located and constructed within LOCAL AGENCY jurisdiction in STATE's right of way.
 - B. In addition, LOCAL AGENCY will provide a safe facility for bicycle and pedestrian travel along the entire length of the TRAIL by providing sweeping and debris removal when necessary. LOCAL AGENCY will maintain all signing and striping, electrical facilities (solar or otherwise), and pavement markings required for the direction and operation of that non-motorized facility.
 - C. Failure by LOCAL AGENCY to maintain TRAIL as per the terms of this Agreement will amount to a breach of the terms of the Encroachment Permit and this Agreement and subject to the remedies stated in the Encroachment Permit.
 - D. LOCAL AGENCY, at LOCAL AGENCY's expense, shall remove all graffiti and remove and legally dispose of all debris and trash from TRAIL. Any graffiti that resembles or on a mural, artwork, paintings, or other similar elements may not be removed without prior consultation

with and approval from the STATE's District 07 Transportation Art Coordinator.

- E. LOCAL AGENCY shall perform routine structural and maintenance inspections and repair, replace or complete other improvements necessary to ensure the TRAIL retain their integrity for the safety of the public using this/these structure(s) and travelers using State right of way.
- 13. **LANDSCAPED AREAS** – LOCAL AGENCY is responsible for the maintenance of any plantings or other types of roadside improvements installed and owned by LOCAL AGENCY as permitted encroachments lying inside and outside of freeway right-of-way in Exhibit A. LOCAL AGENCY shall restrict walk-on access to the freeway.
- 14. **STREET LIGHTINGS** – LOCAL AGENCY is responsible to maintain all streetlights installed and owned by LOCAL AGENCY as permitted encroachments within the State's right of way including, but not limited to, ground mounted poles, conduits, and pull boxes. Responsibility of payment for electricity costs of the streetlights shown on Exhibit A shall lie with LOCAL AGENCY.
- 15. **Weed Abatement.** LOCAL AGENCY shall engage in weed abatement operations. LOCAL AGENCY shall control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (form LA17) to STATE via the STATE's Landscape Specialist, Maintenance Support, Caltrans District Office 100 South Main Street, Los Angeles, CA 90012.
- 16. **Legal Relations and Responsibilities.**
 - A. No Third-Party Beneficiaries.

This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the operation and maintenance of STATE highways and LOCAL AGENCY facilities different from the standard of care imposed by law.
 - B. Indemnification.

Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE in connection with any work, authority or jurisdiction conferred upon STATE pursuant to this AGREEMENT. To the fullest extent permitted by law, STATE, shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by STATE, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY pursuant to this AGREEMENT. To the fullest extent permitted by law, LOCAL AGENCY, shall fully defend, indemnify and save harmless STATE and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

- C. Prevailing Wages and Labor Code Compliance. LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's work under this AGREEMENT.
- D. Self-Insured. LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess, as may be amended as the minimum liability coverage limits codified in the State's Standard Specifications, by delivering a Letter Certifying Self-Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit B, and identify the AGREEMENT number, and location as depicted in Exhibit A. LOCAL AGENCY shall provide the original Letter Certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit B.

Self-Insured using Contractor. If the work performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess, as may be amended as the minimum liability coverage limits codified in the State's Standard Specifications. LOCAL AGENCY will provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE as a condition to STATE's execution of this AGREEMENT.

17. **DEFAULT.** If a PARTY fails to perform obligations assumed under this agreement, the non-defaulting PARTY may by written notice request that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails or refuses to do so, the non-defaulting PARTY may complete the obligations and seek reimbursement from the defaulting PARTY who shall pay the invoice within thirty (30) calendar days. If there is an immediate threat to maintain the structural integrity of, or prevent imminent danger of destruction to, the features shown on Exhibit A, either PARTY may perform necessary maintenance or remedial measures to maintain the structural integrity and/or prevent destruction of the features without notice or delay. The PARTY performing such emergency repairs shall be entitled to seek reimbursement from the defaulting PARTY. The performing PARTY shall submit a detailed invoice to the defaulting PARTY, including itemized costs and a description of the work performed, within fifteen (15) calendar days following completion of the emergency repairs. The defaulting PARTY shall pay the invoice within thirty (30) calendar days of receipt.
18. **COST.** Any PARTY who is assigned obligation under this AGREEMENT shall complete them at their own costs, unless expressly stated otherwise in this AGREEMENT.
19. **Termination.** This Agreement may be terminated by the mutual written consent of each PARTY.
20. **Effective Date.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT.
21. **Authority.** Each individual executing this AGREEMENT on behalf of each

PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority, as required. A true and correct copy of the local resolution or ordinance has been provided to the STATE.

22. **Electronic Signatures.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT and shall have the same force and effect as manual signatures for this AGREEMENT.

THE CITY OF REDONDO BEACH

Date: _____
Mayor/Chairman

ATTEST:

Date: _____
Eleanor Manzano
City Clerk

Approved as to form:

Date: _____
Joy A. Ford
City Attorney

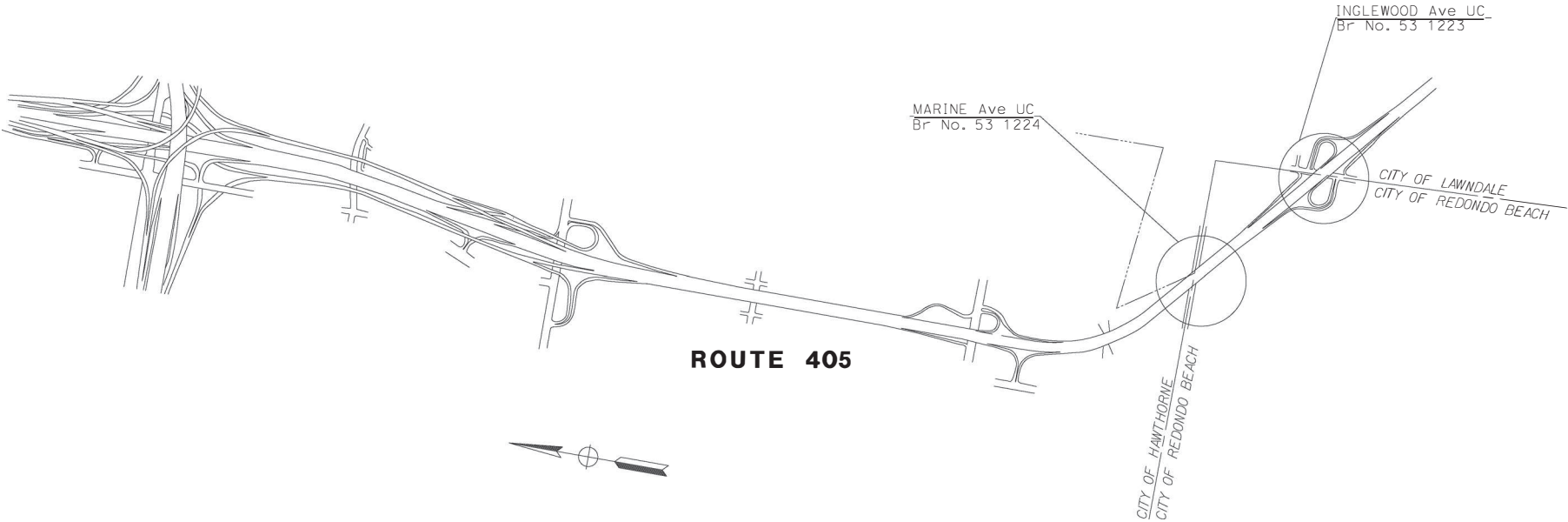
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Date: _____
Deputy District
Director
Maintenance District
07

EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY road(s) and facilities. Also attach Exhibit A of Freeway Agreement)

CITY OF REDONDO BEACH



STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

**FREWAY
MAINTENANCE AGREEMENT**

EXHIBIT A

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
7	LA	405	18,25/18,63	1	3

CITY OF REDONDO BEACH

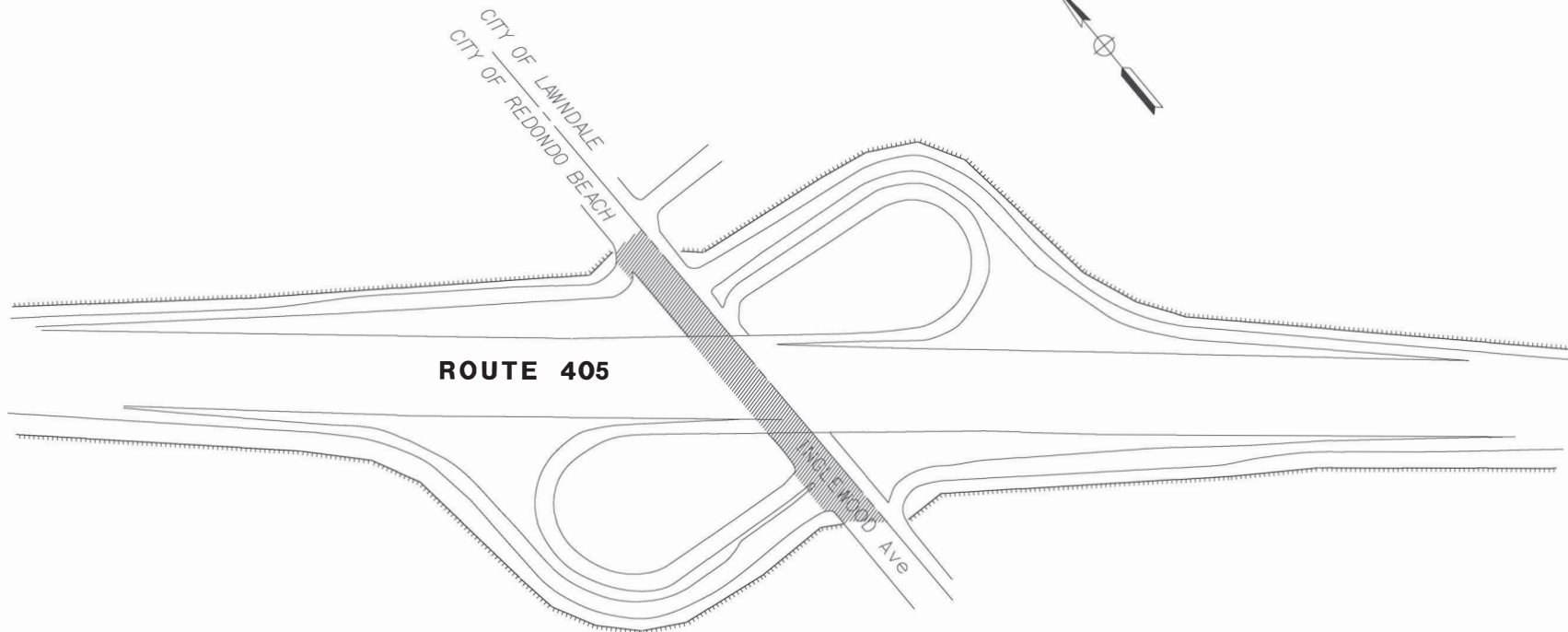
LEGEND:



TO BE MAINTAINED BY CITY AT CITY'S EXPENSE



RIGHT OF WAY LIMITS



ROUTE 405

INGLEWOOD Ave

CITY OF LAWDALE
CITY OF REDONDO BEACH

INGLEWOOD AVENUE UNDERCROSSING Br No. 53 - 1223

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

**FREEWAY
MAINTENANCE AGREEMENT**

EXHIBIT A

DISTRICT	COUNTY	ROUTE	SHEET NO.	TOTAL SHEETS
7	LA	405	18,23	2

CITY OF REDONDO BEACH

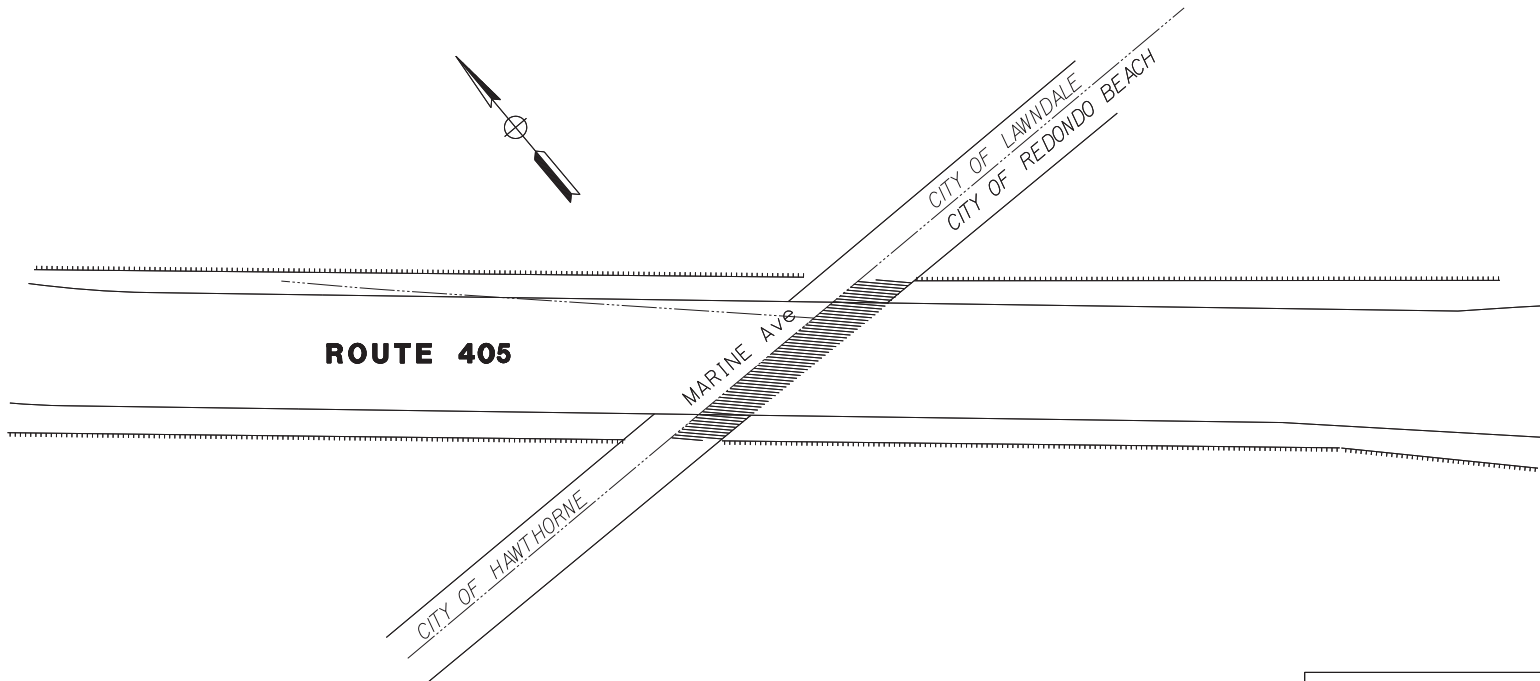
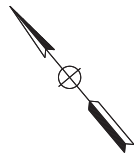
LEGEND:



TO BE MAINTAINED BY CITY AT CITY'S EXPENSE



RIGHT OF WAY LIMITS



MARINE AVENUE UNDERCROSSING Br No. 53 - 1224

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

**FREEWAY
MAINTENANCE AGREEMENT**

EXHIBIT A

DISTRICT	COUNTY	ROUTE	SHEET FM	SHEET NO.	TOTAL SHEETS
7	LA	405	18.63	3	3

EXHIBIT B**LETTER CERTIFYING CITY'S'S SELF-INSURED STATUS**

California Department of Transportation
100 South Main Street, MS 03
Los Angeles, CA 90012
ATTN: Godson Okereke

January 17, 2025

Re: Statement of Self-Insurance for CITY of Redondo Beach for Freeway Maintenance Agreement No. _____ with California Department of Transportation for the improvements along Highway 405.

Dear Mr. Okereke:

This letter certifies that the CITY of Redondo Beach is self-insured and self-funded covering third-party claims arising out of its general operations (i.e.; commercial general liability and automobile liability insurance). Further, the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury and property damage liability, meets the required coverage amounts in section 16-D (Insurance) of the Freeway Maintenance Agreement, specifically general liability insurance, coverage of bodily injury and property damage liability in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,



Director of Human Resources/Risk Manager

VII-LA-158-RdB
Between the ECL at
Inglewood Ave. and the
NCL at Compton Blvd.

FREWAY AGREEMENT

THIS AGREEMENT, made and entered into in duplicate on
this 16th day of November, 1959, by and between
the STATE OF CALIFORNIA, acting by and through the Department of
Public Works, Division of Highways, hereinafter for convenience
referred to as the "STATE" and the City of Redondo Beach, herein-
after for convenience referred to as the "CITY",

WITNESSETH:

WHEREAS, the California Highway Commission on February 19,
1953, passed a resolution declaring that portion of Route 158 in
the City of Redondo Beach and the County of Los Angeles between
the Los Angeles River Freeway (Long Beach Freeway-State Route
167) and Florence Avenue in Inglewood to be a freeway, and

WHEREAS, the City of Redondo Beach and the State entered
into a freeway agreement dated November 15, 1955, covering the
portion of the San Diego Freeway (State Route 158) between the
easterly city limit at Inglewood Avenue and the northerly city
limit at Compton Boulevard, and

WHEREAS, subsequent to entering into said freeway agreement
dated November 15, 1955, the State and the City of Redondo Beach
have mutually agreed to certain revisions of plan, and

WHEREAS, a plan map for the San Diego Freeway has heretofore
been prepared showing the revised plan of the State as it affects
streets of the City, including provisions for closing city streets,
for carrying city streets over or under or to a connection with
such freeway, for relocation of city streets, and for construction
of frontage roads and other local roads, and

WHEREAS, it is the mutual desire of the parties hereto to

1 enter into a new freeway agreement in accordance with the revised
2 plan of said freeway:

3 NOW, THEREFORE, it is agreed:

4 1. This agreement supersedes in its entirety the freeway
5 agreement between the State and the City of Redondo Beach dated
6 November 15, 1955.

7 2. The City agrees and consents to the closing of city
8 streets, relocation of city streets, construction of frontage
9 roads and other local roads, and other construction affecting
10 city streets, all as shown on said plan map attached hereto
11 marked Exhibit A between the easterly city limit at Inglewood
12 Avenue and the northerly city limit at Compton Boulevard and
13 made a part hereof by this reference.

14 3. The State in the construction of said freeway will, at
15 the State's expense, make such changes affecting city streets
16 in accordance with the said plan map attached hereto or as the
17 same may hereafter be modified by subsequent agreement between
18 the parties hereto.

19 4. The State agrees to acquire all necessary right of way
20 as may be required for construction of frontage roads and other
21 local roads, and the construction, reconstruction or alteration
22 of city streets, and the City hereby authorizes the State to
23 acquire in its behalf all such necessary right of way.

24 5. The City will accept control and maintenance over each
25 of the relocated or reconstructed city streets, and the frontage
26 roads and other State constructed local roads on notice to the
27 City Engineer from the State that the work thereon has been com-
28 pleted, except as to any portion thereof which is adopted by the
29 State as a part of the freeway proper, and presentation of a
30 separate maintenance agreement delineating in detail the areas
31 and specific portions of the junctions of such relinquished

1 roads with the freeway. The City will also accept title to the
2 portions of such roads lying outside the freeway limits, upon
3 relinquishment by the State.

4 6. The grade separations shown on plan map Exhibit A
5 will either be underpasses or overpasses as detailed engineering
6 studies may determine will best fit the locality. It is under-
7 stood between the parties that the right of way may be acquired
8 in sections or units and that, both as to the acquisition of
9 right of way and the construction of the freeway projects, the
10 obligations of State hereunder shall be carried out at such
11 time and for such unit or units of the project as funds are
12 budgeted and made lawfully available for such expenditures.

13 7. This agreement may be modified at any time by the
14 mutual consent of the parties hereto, as may become necessary
15 for the best accomplishment through State and City cooperation
16 of the whole freeway project for the benefit of the people of
17 the State and of the City.

18 IN WITNESS WHEREOF, the parties hereunto have set their
19 hands and seals the day above first written.
20

21 State of California
22 Department of Public Works

23 ROBERT B. BRADFORD
24 Director of Public Works

25 APPROVED:

26 Carl S. White
27 Deputy State Highway Engineer

28 APPROVED AS TO FORM:

29 Warren O. Smith
30 Attorney (State)

By J. F. Bagshaw
31 Ex. Fred Bagshaw
Assistant Director OCT 25 1960
THE CITY OF REDONDO BEACH
A municipal corporation

By John J. Smith
Mayor
By John J. Smith
City Clerk

Approved as to form:

City Attorney

I, HELENE H. STUBBS, do hereby certify that the following is a true and correct copy of an excerpt from the Minutes of the Council Meeting held December 14, 1959:

"The Chief Administrative Officer presented report of the City Engineer relating to revised San Diego Freeway Agreement between the City of Culver City and the State of California.

ON MOTION OF COUNCILWOMAN RICHARDSON, SECONDED BY COUNCILMAN UNRUHE, AND UNANIMOUSLY CARRIED, IT WAS ORDERED THAT THE REPORT OF THE CITY ENGINEER BE RECEIVED AND FILED, AND EXECUTION OF AGREEMENT BE AUTHORIZED AS RECOMMENDED BY THE CITY ENGINEER."


HELENE H. STUBBS
CITY CLERK

DATED: Dec. 14, 1959

1959 DEC 31 PM 11 52



Administrative Report

H.8., File # 25-0944

Meeting Date: 7/1/2025

To: MAYOR AND CITY COUNCIL
From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE AN AMENDMENT TO THE AGREEMENT WITH HF&H CONSULTANTS, LLC FOR SOLID WASTE CONSULTING SERVICES TO PROVIDE ANALYSIS RELATED TO THE PROPOSED SECOND AMENDMENT TO THE CITY'S SOLID WASTE HANDLING SERVICES AGREEMENT WITH ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES, INCREASING THE CONTRACT AMOUNT BY \$80,000 FOR A NEW TOTAL NOT TO EXCEED \$120,000

EXECUTIVE SUMMARY

Staff recommends that HF&H Consultants, LLC (HF&H) contracted scope of work be expanded to include review and analysis of additional revisions to a proposed amendment to the City's existing Solid Waste Handling Services Agreement with Arakelian Enterprises Inc., dba Athens Services (Athens). The expanded scope of work would allow HF&H to review and provide input on the revised draft second amendment proposed by Athens Services and provide analysis related to possible impacts to ratepayers as well as the City's solid waste and recycling programs. Funding for the contract with HF&H is available in the City's Solid Waste Enterprise Fund.

BACKGROUND

Athens Services is the exclusive franchise hauler for solid waste handling services in the City of Redondo Beach. The City signed the first amendment to the Agreement effective July 1, 2019. The City is currently in year seven of the nine-year Agreement with Athens Services with the option to extend the term monthly for up to 24 additional months.

On December 8, 2023, Athens Services advised the City that they anticipated significant challenges meeting their contractual diversion requirements. Athens Services advised they are unable to meet the 13,000 tons of disposal via waste-to-energy or meet the 75% contractual diversion target due to the closure of the regional alternate waste to energy facility in Commerce and disruptions at the Southeast Resource Recovery Facility (SERRF) in Long Beach. Subsequently, Athens submitted a proposed second amendment to remove the transformation requirements from the Agreement and reduce the diversion target to 50%. Athens also included additional provisions in the proposed second amendment, including: the removal of the requirement that residential black barrels are processed at a materials recovery facility (MRF) for an additional 8.5% diversion and the inclusion of roll-off services in the exclusive Franchise Agreement.

On September 3, 2024, the City Council approved an Agreement with HF&H to review the proposed second amendment presented by Athens Services for a not to exceed amount of \$40,000. Staff has

long relied on HF&H, an experienced consultant, to assist the City with the challenges of contracting for solid waste collection, disposal, and reporting services in accordance with State regulations.

On December 5, 2024, Athens Services advised City staff of the need to present the City with a revised second amendment to the Agreement to include elements not addressed in the initial draft presented to the City. The revised second amendment proposal included, but is not limited to, a potential revised fee structure for Multi-Family Units and Commercial, bundled services, along with an itemized scout fee.

On May 20, 2025, staff presented a discussion item to Council introducing the revised second amendment to the Athens Agreement in order to highlight significant changes and seek direction for negotiating a second amendment. The discussion emphasized the need for Athens to provide operating data and for the City's consultant, HF&H, to provide substantial research and analysis to ensure the amended contract reflects best management practice and value. To provide the additional requested consulting services support, an amendment to the agreement with HF&H is needed to expand the scope of work and provide additional funding.

The initial consulting services agreement with HF&H included the below review and analysis:

- Review and redlined version of the Second Amendment as originally presented
- Identify and review other areas of the Agreement that may require updates as a result of the proposed diversion updates and/or the granting of exclusive roll-off rights
- Review the appropriateness of the updated diversion rate related to the closure of the Southeast Resource Recovery Facility (SERFF)
- Estimate the cost impacts of eliminating the processing of residential black barrel solid waste at the Materials Recovery Facility (MRF) and redirecting this tonnage to a landfill.
- Evaluate the ratepayer impact of awarding the Solid Waste Contractor exclusivity for roll-off services within the City.
- Estimate the potential City revenue that would be generated from applying the existing commercial Administration Fee and AB 939 fee to roll-off customer.

The proposed amendment to the agreement with HF&H would expand the scope of services to also include the following:

- Provide a matrix comparing current agreement terms to the proposed terms and include an assessment of the changes including those to the various rate categories and provide comments to the City.
- Develop a matrix summarizing certain franchise agreement features for the cities of Redondo Beach, Manhattan Beach, Hermosa Beach, Lawndale, Hawthorne, Inglewood, Carson, and Gardena.
- Review Athens' proposed Second Amendment and provide comments to the City on the new/updated provisions.
- Review calculations to be submitted by the Solid Waste Contractor of the rate revenue increase generated from the proposed rates under two models, described below, versus the current rates. The models include:
 - a 13.5% increase to all commercial and multi-family customers, and, separately
 - classifying multi-family customers with five units or more as commercial customers
- Prepare a summary of:

- proposed customer rate revenue increases from:
 - bundling the commercial rates, as described in B.2, above
 - reclassifying multi-family customers with five units or more as commercial, or increasing the rates to all commercial and multi-family customers by 13.5%, as described in D. above
 - adding a scout charge based on information to be provided by the Contractor
- the cost increases identified by the Contractor
- the net difference between the proposed rate revenue increases and the cost increases, identified in E.1. and E.2. above.
- Review and comment on the Contractor's analysis of the rate impacts to customers. Including: (a) the change in rate structure, (b) bundled service, and (c) scout fees using the data provided by the Solid Waste Contractor.

If approved, HF&H will begin the review and analysis as outlined with an estimated completion and delivery of all work products by November 2025. Staff have coordinated with HF&H to determine key milestones and delivery dates for primary project components in order to present the information to Council in a phased manner. Critical findings and analysis will be presented to the City Council as they become available and when the meeting schedule permits. The phased approach will provide the Council more time to evaluate the information, request follow up information, and adjust the scope of review as needed.

COORDINATION

The City Attorney's Office has approved the proposed amendment to the Agreement with HF&H as to form.

FISCAL IMPACT

Funding for the increased contract value of \$80,000 is available in the Solid Waste Fund.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - First Amendment to the Agreement with HF&H Consultants, LLC
- Agmt - Original Agreement with HF&H Consultants, LLC, September 3, 2024
- Administrative Report - City Council, September 3, 2024
- Insurance - HF&H Consultants, LLC

FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT
WITH HF&H CONSULTANTS, LLC

THIS FIRST AMENDMENT to the Consulting Services Agreement ("First Amendment") is made this 1st day of July, 2025, by the CITY OF REDONDO BEACH, a chartered municipal corporation, ("City"), and HF&H CONSULTANTS LLC ("Consultant"), a California limited liability company.

RECITALS

The following recitals are a substantive part of this Agreement:

WHEREAS, the parties entered into a Consulting Services agreement whereby Consultant agreed to provide consulting services in by reviewing and analyzing a proposed second amendment to the City's solid waste handling services agreement between the City and Arakelian Enterprises, Inc. DBA Athens Services, the City's solid waste contractor; and

WHEREAS, the parties desire to amend the Agreement to add additional consulting services and to increase compensation by \$80,000 for such services.

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.** The Agreement is hereby amended by replacing Exhibit A in its entirety with the attached Exhibit A-1, which is incorporated herein.
2. **COMPENSATION.** The Agreement is hereby amended to increase the compensation by \$80,000 for the additional consulting services described in the new Exhibit A-1 for a total not-to-exceed amount of \$120,000.
3. **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 FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 1st day of July, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

HF&H Consultants LLC.,
a California limited liability company

James A. Light
Mayor

By: _____
Name:
Title:

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT A-1

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

BACKGROUND

On September 3, 2024, the City entered in to an Agreement with the Consultant to review and analyze a proposed second amendment to the Solid Waste Handling Services Agreement (“Solid Waste Handling Agreement”) between the City and Arakelian Enterprises, Inc. DBA Athens Services (“Solid Waste Contractor”). The Solid Waste Handling Agreement commenced on July 1, 2011, and was amended through a First Amendment effective July 1, 2019. The Solid Waste Handling Agreement is set to expire on June 30, 2028, with the City having the option to extend the term monthly for up to 24 months.

The Solid Waste Contractor proposed a second amendment to the Solid Waste Handling Agreement which included significant modifications to the Solid Waste Handling Agreement, such as:

- A. Eliminating the requirement to meet a minimum threshold of tonnage transformed at a waste-to-energy facility and reducing the minimum diversion requirement from 75% to 50% due to the closure of the Southeast Resource Recovery Facility (SERFF) on January 31, 2024.
- B. Eliminating the requirement to process residential mixed waste and divert 8.5% of residential refuse collected.
- C. Granting the Solid Waste Contractor exclusive rights to provide roll-off services within the City.

I. **CONSULTANT’S DUTIES**

Consultant shall perform the following duties:

- A. Review the proposed second amendment of the Solid Waste Handling Agreement and all related formal correspondence between the City and the Solid Waste Contractor.
- B. Provide a redlined version of the second amendment to the Solid Waste Handling Agreement with comments and feedback to the City.
- C. Identify and review other areas of the Solid Waste Handling Agreement that may require updates as a result of the proposed diversion updates and/or the granting of exclusive roll-off rights, if any.
- D. Review the appropriateness of the updated diversion rate related to the closure of Southeast Resource Recovery Facility (“SERRF”)
- E. Estimate the cost impacts of eliminating the processing of black barrel solid waste at the Materials Recovery Facility (“MRF”) and redirecting this tonnage to a landfill. This analysis shall consider:

1. Savings in processing costs from no longer processing the black barrel.
2. Tipping fees at both SERRF and the landfill.
3. Variations in transportation costs from the transfer station to the disposal site.

Consultant shall provide a summary of the supporting data that will be required from Solid Waste Contractor, including supporting data for costs such as, tonnage, and operational details for processing, transporting, and disposing of the applicable waste. All assumptions and findings shall be documented.

- F. Conduct one virtual meeting with the City to discuss and review the findings and recommendations related to the second amendment of the Solid Waste Handling Agreement.
- G. Evaluate the ratepayer impact of awarding the Solid Waste Contractor exclusivity for roll-off services within the City. This evaluation shall include:
 1. Reviewing the pricing proposed by the Solid Waste Contractor for roll-off services.
 2. Estimating the cost per ton for roll-off services based on the proposed pricing.
 3. Comparing the proposed cost per ton to the current average cost per ton, as reported by other haulers currently providing roll-off services, including data on gross receipts and tonnage.

Consultant shall also estimate the potential City revenue that would be generated from applying the existing commercial Administration Fee and AB 939 fee to roll-off customers. All findings shall be documented and presented for the City's consideration.

- H. The scope of work does not include re-negotiating the proposed terms in the Second Amendment to the Solid Waste Handling Agreement, or any sections of the Solid Waste Handling Agreement.

BACKGROUND REGARDING THE FIRST AMENDMENT

This First Amendment shall expand the Consultant's scope of work to include review of the revised second amendment to the Solid Waste Handling Agreement and any accompanying documents and backup materials provided to the City by the Solid Waste Contractor since December 5, 2024. The revised second amendment to the Solid Waste Handling Agreement proposed by the Solid Waste Contractor includes significant additional modifications to the Solid Waste Handling Agreement, such as:

- A. Re-classifying multi-family units (MFU) (5+) as Commercial and billing MFU units per the approved Commercial rate schedule.
- B. Introduce Bundled Service rates for Commercial Customers (including the MFU 5+) and elimination of free recycling service in the Agreement.
- C. Scout Service rates
- D. Replacement of the SB1383 Appendix with a new Appendix I

- E. Proposing an extension of the term to June 30 2035 with an option for the City to grant two five-year extensions

CONSULTANT DUTIES

Consultant shall perform the following duties:

- A. Provide a matrix comparing the original Solid Waste Handling Agreement terms to the proposed terms of the revised second amendment to the Solid Waste Handling Agreement which shall include an assessment of the modifications including modifications to the various rate categories and provide comments regarding these modifications to the City.
- B. Develop a matrix summarizing certain franchise agreement features, as described below, for the cities of Redondo Beach, Manhattan Beach, Hermosa Beach, Lawndale, Hawthorne, Inglewood, Carson, and Gardena. The matrix shall identify:
 - 1. residential rate as of January 1, 2025
 - 2. commercial rate as of January 1, 2025, for a customer receiving a bundle consisting of a 3-yard trash bin serviced once per week, a 96-gallon recycling cart serviced once per week, and a 64-gallon organics cart serviced once per week
 - 3. if customer rates are bundled or assessed per service by waste stream (refuse, recycling, and organics)
 - 4. if street sweeping is included in the franchise agreement
 - 5. the number of annual bulky item pick-ups per year included in the franchise agreement for residential and commercial customers
 - 6. what party performs residential billing (hauler, city, or tax-roll)
 - 7. whether city-sponsored events are included in the franchise agreement at no additional charge
 - 8. whether paper shred and compost giveaways events are hosted by the service provider at no additional charge
 - 9. if city facilities are serviced at no additional charge
 - 10. if the City's service provider guarantees procuring on behalf of the city its annual SB 1383 target of recovered organic waste products
- C. Review the proposed second amendment to the Solid Waste Handling Agreement and provide comments to the City. It is the Consultant's understanding that the City staff will negotiate the terms with the Solid Waste Contractor and that City staff will draft specific language to reflect the City's desired changes in response to Consultant's submitted comments.
- D. Review calculations to be submitted by the Solid Waste Contractor of the rate revenue increase generated from the proposed rates under two models, described below, versus the current rates. The models include:
 - 1. a 13.5% increase to all commercial and multi-family customers, and, separately,
 - 2. classifying multi-family customers with five units or more as commercial customers

- E. Prepare a summary of:
1. proposed customer rate revenue increases from:
 - i. bundling the commercial rates, as described in B.2, above
 - ii. reclassifying multi-family customers with five units or more as commercial, or increasing the rates to all commercial and multi-family customers by 13.5%, as described in D. above
 - iii. adding a scout charge based on information to be provided by the Solid Waste Contractor
 2. the cost increases identified by the Solid Waste Contractor
 3. The net difference between the proposed rate revenue increases and the cost increases, identified in E.1. and E.2. above
- F. Review and comment on the Solid Waste Contractor's analysis of the rate impacts to customers. Consultant understands the rate impacts will include: (a) the change in rate structure, (b) bundled service and (c) scout fees using the data provided by the Solid Waste Handling Contractor.

Consultant shall provide a summary of the supporting data that will be required from Solid Waste Contractor, including supporting data for costs such as, tonnage, and operational details for processing, transporting, and disposing of the applicable waste, rates schedules, etc. Consultant's ability to complete the work depends on the cooperation and timeliness of the Solid Waste Contractor in providing all requested information within one week of the request. Assuming all information is provided in the format requested in a clear, accurate, and transparent format, and that the Solid Waste Contractor makes their staff available in a timely manner to answer questions regarding the information, Consultant shall provide a draft of its' written work product by mid-November 2025. If any work product can not be completed due to lack of availability of data, Consultant shall document such inability due to lack of data.

Conduct up to three virtual meetings with City representatives to discuss and review the findings and recommendations related to the second amendment to the Solid Waste Contractor, and attend up to two in-person City Council meetings.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND HF&H CONSULTANTS, LLC**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and HF&H Consultants, LLC, a California limited liability company ("Consultant").

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

HF&H CONSULTANTS, LLC,
a California limited liability company

James A. Light, Mayor

Signed by:

By: _____
Name: Laith Ezzet, HFH Consultants LLC
Title: Sr. Vice President
8/22/2024 | 1:04 PM PDT

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

DocuSigned by:


ABED8CF35EEF48C...
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. BACKGROUND

On July 25, 2024, the City engaged Consultant to review and analyze a proposed Second Amendment to the Solid Waste Handling Services Agreement (the "Agreement") between the City and Arakelian Enterprises, Inc. DBA Athens Services ("Solid Waste Contractor"). The Agreement originally commenced on July 1, 2011, and was previously amended through a First Amendment effective July 1, 2019. The current Agreement is set to expire on June 30, 2028, with the City having the option to extend the term monthly for up to 24 months.

The proposed Second Amendment includes significant modifications to the Agreement, such as:

- A. Eliminating the requirement to meet a minimum threshold of tonnage transformed at a waste-to-energy facility and reducing the minimum diversion requirement from 75% to 50% due to the closure of the Southeast Resource Recovery Facility (SERFF) on January 31, 2024.
- B. Eliminating the requirement to process residential mixed waste and divert 8.5% of residential refuse collected.
- C. Granting the Solid Waste Contractor exclusive rights to provide roll-off services within the City.

II. CONSULTANT'S DUTIES

Consultant shall perform the following duties to complete the tasks outlined below:

- A. Review the proposed Second Amendment and all related formal correspondence between the City and the Solid Waste Contractor.
- B. Provide a redlined version of the Second Amendment with comments and feedback to the City.
- C. Identify and review other areas of the Agreement that may require updates as a result of the proposed diversion updates and/or the granting of exclusive roll-off rights, if any.
- D. Review the appropriateness of the updated diversion rate related to the closure of the Southeast Resource Recovery Facility ("SERFF").
- E. Estimate the cost impacts of eliminating the processing of residential black barrel solid waste at the Materials Recovery Facility ("MRF") and redirecting

this tonnage to a landfill. This analysis shall consider:

1. Savings in processing costs from no longer processing the black barrel.
2. Tipping fees at both SERRF and the landfill.
3. Variations in transportation costs from the transfer station to the disposal site.

Consultant shall also provide a summary of the data that will be required from Athens, including supporting data, such as costs, tonnage, and operational details for processing, transporting, and disposing of the applicable waste. All assumptions and findings shall be documented.

F. Conduct one virtual meeting with the City to discuss and review the findings and recommendations related to the Second Amendment.

G. Evaluate the ratepayer impact of awarding the Solid Waste Contractor exclusivity for roll-off services within the City. This evaluation shall include:

1. Reviewing the pricing proposed by the Solid Waste Contractor for roll-off services.
2. Estimating the cost per ton for roll-off services based on the proposed pricing.
3. Comparing the proposed cost per ton to the current average cost per ton, as reported by other haulers currently providing roll-off services, including data on gross receipts and tonnage.

Consultant shall also estimate the potential City revenue that would be generated from applying the existing commercial Administration Fee and AB 939 fee to roll-off customers. All findings shall be documented and presented for the City's consideration.

H. The scope of work does not include re-negotiating the proposed terms in the Second Amendment, or any sections of the Agreement.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. The term of the Agreement shall commence on September 3, 2024 and expire on September 2, 2026, unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

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

I. **AMOUNT.** Consultant shall be paid in accordance with the following rate schedule.

Position	Rate
Senior Vice President	\$319 - \$349
Senior Project Manager	\$299 - \$319
Project Manager	\$249 - \$289
Senior Associate	\$225 - \$245
Associate Analyst	\$179 - \$199
Assistant Analyst	\$150 - \$170
Administrative Staff	\$125 to \$160

II. **EXPENSES.** Consultant shall be reimbursed for expenses in accordance with the following schedule. If Consultant requires reimbursement for expenses not provided on the attached schedule, Consultant shall not be reimbursed without a subsequent written amendment, which shall be at the sole discretion of the City.

Name of Expense	Amount of Expense
Automobile Travel	Prevailing IRS mileage rate
Document Reproduction (over 20 pages/run)	15 cents per page (b&w) 75 cents per page (color)
Facsimile	No charge
Telephone	No charge
Public Conveyances	Actual
Postage	Actual
Overnight Mail and Couriers	Actual

The rates are effective through 2024 and will be adjusted by 4.5% on January 1, 2025.

III. **NOT TO EXCEED AMOUNT.** Consultant's total compensation shall not exceed \$40,000 unless both parties execute a written amendment authorizing an increase in fees.

IV. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.

- A. Dates of service.
- B. Number of hours worked.
- C. Hourly billing rate.
- D. Number of hours multiplied by the hourly billing rate.
- E. If applicable, expenses incurred.

Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to the City. Invoices must attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

V. **SCHEDULE FOR PAYMENT.** Invoices shall be monthly based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that services are completed to the City's reasonable satisfaction.

VI. **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: HF&H Consultants, LLC
2081 Business Center Drive, Suite 265
Irvine, CA 92612
Attention: Laith Ezzet, Senior Vice President
Email: lezzet@hfh-consultants.com

City: City of Redondo Beach
Public Works Department
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 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 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/05/2023

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

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

PRODUCER Newfront Insurance Services, LLC 450 Sansome Street Suite 300 San Francisco CA 94111	CONTACT NAME: Ashley Mack PHONE (A/C, No. Ext): (415) 754-3635 E-MAIL ADDRESS: ashley.mack@newfront.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Insurance Company of America INSURER B: Hartford Casualty Insurance Company INSURER C: Gemini Insurance Company INSURER D: INSURER E: INSURER F:
INSURED HF&H Consultants, LLC 590 Ygnacio Valley Rd, Suite 105 Walnut Creek CA 94596	NAIC # 31534 29424 10833

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		OBF-D681476-06	09/06/2023	09/06/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBF-D681476-06	09/06/2023	09/06/2024	COMBINED SINGLE LIMIT (Ea accident) \$ INCLUDED BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			OBF-D681476-06	09/06/2023	09/06/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	57 WEC ZR5765	09/06/2023	09/06/2024	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			VNPL013999	09/06/2023	09/06/2024	Aggregate 2,000,000 Each Loss Ded 10,000 Each Claim 2,000,000

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

The City of Redondo Beach its Officials, elected, and appointed officials, employees and volunteers are included as an additional insured as required by a written contract with respect to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach ATTN: Jesse Reyes 531 N Gertruda Ave Redondo Beach CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured 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, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
- (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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 "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; 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

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspection, 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 sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) 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;
 - (8) "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:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) 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.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) 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.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
1. Required by the contract or agreement described in Paragraph a.; 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.
3. **Alienated Premises**
- SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property**, paragraph (2) is replaced by the following:
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.
4. **Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
- a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property**:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
 - b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:
 1. "Customers goods" means property of your customer on your premises for the purpose of being:
 - a. Worked on; or
 - b. Used in your manufacturing process.
 - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
5. **Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
- SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to a nurse,

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14. "Personal and advertising injury"**, paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14. "Personal and advertising injury"**:

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

o. Recall of Products, Work or Impaired Property is replaced by the following:

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, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 3.b.:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**:

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance 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 the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
- you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.
- 8. Unintentional Failure to Disclose Hazards**
- The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**
- Representations**
- We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.
- 9. Unintentional Failure to Notify**
- The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**
- Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



Administrative Report

H.16., File # 24-1407

Meeting Date: 9/3/2024

To: MAYOR AND CITY COUNCIL
From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE AN AGREEMENT WITH HF&H CONSULTANTS, LLC FOR SOLID WASTE CONSULTING SERVICES RELATED TO A PROPOSED SECOND AMENDMENT TO THE CITY'S SOLID WASTE HANDLING SERVICES AGREEMENT WITH ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES, FOR AN AMOUNT NOT TO EXCEED \$40,000

EXECUTIVE SUMMARY

Staff recommends that HF&H Consultants, LLC (HF&H) be contracted to review a proposed amendment to the existing Solid Waste Handling Services Agreement with Arakelian Enterprises Inc., dba Athens Services. HF&H would review and provide input on the draft second amendment proposed by Athens Services and provide input on possible impacts to ratepayers and to the City's solid waste and recycling programs.

BACKGROUND

Athens Services is the exclusive franchise hauler for solid waste handling services in the City of Redondo Beach. The City signed the first amendment to the Agreement effective July 1, 2019. The City is currently in year six of the nine-year agreement with Athens Services with the option to extend the term monthly for up to 24 additional months.

On December 8, 2023, Athens Services advised the City that they anticipated significant challenges meeting their contractual diversion requirements. Athens Services anticipates they will be unable to meet the 13,000 tons of disposal via waste-to-energy or meet the 75% diversion target due to the closure of the regional alternate waste to energy facility in Commerce and disruptions at the Southeast Resource Recovery Facility (SERRF) in Long Beach. In its 2023 Annual Report, Athens reported that they were able to meet the 75% diversion target in 2023 and achieved 10,952 tons of waste-to-energy. However, the SERRF facility closed on January 31, 2024 and Athens Services advised staff that meeting the existing contractual diversion requirements outlined in Section 5.5.5 of the Agreement for the 2024 calendar year, and beyond, will not be possible.

Subsequently, Athens submitted a proposed second amendment to remove the transformation requirements from the Agreement and reduce the diversion target to 50%. Athens also included additional provisions in the proposed second amendment, including: the removal of the requirement that residential black barrels are processed at a materials recovery facility (MRF) for an additional 8.5% diversion and the inclusion of roll-off services in the exclusive Franchise Agreement.

Staff has long relied on HF&H, an experienced consultant, to assist the City with the challenges of contracting for solid waste collection, disposal, and reporting in accordance with State regulations. At this time, staff proposes that HF&H review the proposed second amendment provided by Athens Services and give their analysis on possible impacts and savings for ratepayers, along with overall impacts to the City's solid waste and recycling programs.

If the consulting services agreement is approved, HF&F shall complete tasks, including but not limited to, the items outlined below:

- Review the proposed second amendment and all related formal correspondence between the City and the Solid Waste Contractor
- Provide a redlined version of the Second Amendment with comments and feedback to the City
- Identify and review other areas of the Agreement that may require updates as a result of the proposed diversion updates and/or the granting of exclusive roll-off rights, if any
- Review the appropriateness of the updated diversion rate related to the closure of the Southeast Resource Recovery Facility (SERFF)
- Estimate the cost impacts of eliminating the processing of residential black barrel solid waste at the Materials Recovery Facility (MRF) and redirecting this tonnage to a landfill. This analysis shall consider:
 1. Savings in processing costs from no longer processing the black barrel
 2. Tipping fees at both SERRF and the landfill
 3. Variations in transportation costs from the transfer station to the disposal site
- Consultant shall provide a summary of the data that will be required from Athens, including supporting data, such as costs, tonnage, and operational details for processing, transporting, and disposing of the applicable waste. All assumptions and findings shall be documented
- Conduct one virtual meeting with the City to discuss and review the findings and recommendations related to the Second Amendment
- Evaluate the ratepayer impact of awarding the Solid Waste Contractor exclusivity for roll-off services within the City. This evaluation shall include:
 1. Reviewing the pricing proposed by the Solid Waste Contractor for roll-off services
 2. Estimating the cost per ton for roll-off services based on the proposed pricing
 3. Comparing the proposed cost per ton to the current average cost per ton, as reported by other haulers currently providing roll-off services, including data on gross receipts and tonnage
- Estimate the potential City revenue that would be generated from applying the existing commercial Administration Fee and AB 939 fee to roll-off customers, with all findings documented and presented for the City's consideration

HF&H project outputs will inform staff and City Council as the City works with Athens Services to evaluate a draft Second Amendment that will be brought before City Council for its consideration prior to the end of the 2024 calendar year.

COORDINATION

The City Attorney's Office has approved the Agreement as to form.

FISCAL IMPACT

Funding for the \$40,000 Agreement is available in the Solid Waste Division's annual operating

budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - HF&H Consultants, LLC
- Insurance - HF&H Consultants, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/18/2025

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 Newfront Insurance Services, LLC 777 Mariners Island Blvd Suite 250 San Mateo CA 94404	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): (415) 754-3635 E-MAIL ADDRESS: certs@newfront.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Insurance Company of America INSURER B: Hartford Casualty Insurance Company INSURER C: Gemini Insurance Company INSURER D: INSURER E: INSURER F:	NAIC # 31534 29424 10833
INSURED HF&H Consultants, LLC 590 Ygnacio Valley Rd. Suite 105 Walnut Creek CA 94596		

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		OBF-D681476-07	09/06/2024	09/06/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBF-D681476-07	09/06/2024	09/06/2025	COMBINED SINGLE LIMIT (Ea accident) \$ INCLUDED BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			OBF-D681476-07	09/06/2024	09/06/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	57 WEC ZR5765	09/06/2024	09/06/2025	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			VNPL016870	09/06/2024	09/06/2025	Aggregate \$2,000,000 Each Loss Ded \$25,000 Each Claim \$2,000,000

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

The City of Redondo Beach its Officials, elected, and appointed officials, employees and volunteers are included as an additional insured as required by a written contract with respect to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach Attn: Jesse Reyes 531 N Gertruda Ave Redondo Beach CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured 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, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
- (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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 "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.**; 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

- e. All other insuring agreements, exclusions, and conditions of the policy apply.**

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.**
- b. The insurance afforded to such vendor described above:**
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:**

The insurance afforded to the vendor does not apply to:

 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspection, 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 sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) 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;
 - (8) "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:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) 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.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) 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.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
1. Required by the contract or agreement described in Paragraph a.; 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.
- 3. Alienated Premises**
- SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property,** paragraph (2) is replaced by the following:
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.
- 4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
- a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
 - b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**
 1. "Customers goods" means property of your customer on your premises for the purpose of being:
 - a. Worked on; or
 - b. Used in your manufacturing process.
 - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
- 5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
- SECTION II - LIABILITY, C. Who Is An Insured,** paragraph 2.a.(1)(d) does not apply to a nurse,

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14. "Personal and advertising injury"**, paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14. "Personal and advertising injury"**:

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

o. Recall of Products, Work or Impaired Property is replaced by the following:

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, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 3.b.:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**:

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance 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 the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
you incur exclusively for the purpose of recalling "your product"; and
 - b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.
- 8. Unintentional Failure to Disclose Hazards**
The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**
Representations
We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.
- 9. Unintentional Failure to Notify**
The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**
Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



Administrative Report

H.9., File # 25-0928

Meeting Date: 7/1/2025

To: MAYOR AND CITY COUNCIL
From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE THE PURCHASE OF FIVE TAYLOR-DUNN 48 VOLT BIGFOOT ELECTRIC CART VEHICLES FROM PAPE MATERIAL HANDLING, FOR USE BY THE PUBLIC WORKS DEPARTMENT, HARBOR/PIER DIVISION, FOR A TOTAL COST OF \$95,230

EXECUTIVE SUMMARY

The FY 2025-26 Adopted Budget included funding for the replacement of Redondo Beach Public Works, Harbor/Pier Division electric carts (Units #861, #862, #863, #864, and #899). Recommended is the purchase of five Taylor-Dunn 48 Volt Bigfoot electrical carts. Competitive pricing for the purchase has been secured through the City's regular purchasing procedures.

BACKGROUND

In June 2025, the City Council approved Decision Package #51 - *Annual Vehicle Replacement Purchases* as a part of the FY 2025-26 Adopted Budget appropriating \$1,347,474 for the replacement of 14 City vehicles and other required equipment. This included funding for the replacement of five electric carts (Units #861, #862, #863, #864, and #899) that are at the end of their useful lives. If the purchase is approved, the vehicles will be ordered with delivery anticipated in two to three months.

The vehicles and equipment approved for replacement as part of the FY 2025-26 Budget and the status of their acquisition is as follows:

Vehicle Replacement Fund - Decision Package						
Unit	Year	Description	Assigned	Dept	Total Funding Per Unit	Status
340	2004	BOBCAT ROLLER	STREETS	PW	\$ 61,093	
861	2017	TAYLOR-DUNN ELECT CARTUPLANDS MAINT		PW	\$ 17,890	RECOMMENDED
862	2017	TAYLOR-DUNN ELECT CARTUPLANDS MAINT		PW	\$ 17,992	RECOMMENDED
863	2017	TAYLOR-DUNN ELECT CARTUPLANDS MAINT		PW	\$ 17,890	RECOMMENDED
864	2017	TAYLOR-DUNN ELECT CARTUPLANDS MAINT		PW	\$ 17,890	RECOMMENDED
899	2017	TAYLOR-DUNN ELECT CARTUPLANDS MAINT		PW	\$ 17,890	RECOMMENDED
364	2003	CAT RC60 FORKLIFT	FLEET SERVICES	PW	\$ 81,633	
20	2013	FORD TRANSIT CONNECT	BUILDING	PW	\$ 35,505	
103	2009	FORD F-250 PICKUP-EQ	FLEET	PW	\$ 38,367	
Units Previously Approved by Council - Funding re-appropriation req						
333	2006	CHEVROLET CC7500 CNG D	STREETS	PW	\$ 203,938	
350	2006	GMC TC 7500 CNG KNUCKLI	STREETS	PW	\$ 295,990	
200	2006	GMC TC 7500 INSULATED M	STREETS	PW	\$ 287,546	
G-1	1999	CATEPILLAR 3306 GENERAT	SEWER	PW	\$ 159,632	
G-3	2000	MQ POWER DCA-25SSIU	SEWER	PW	\$ 78,560	
					\$ 1,331,814	
207		PIER SCRUBBER			\$ 15,660	
					\$ 1,347,474	

Competitive pricing for the electric carts was secured through the City's regular purchasing procedures. The procedures contain a number of competitive purchasing options including the use of a "Piggyback Bid," which enables the City to procure goods or services by utilizing another public entity's recent Request for Proposal or Bid, or the Sourcwell Cooperative Purchasing Program. Cooperative purchasing programs provide valuable benefits to state and local governments. By attaching to national or regional cooperatives, the City has immediate access to legitimately solicited contracts that guarantee pricing and delivery options without expending staff resources on the preparation of its own competitive proposal. Pricing is often better than what the City could obtain independently due to the increased purchasing power of these cooperatives. If approved, the electric carts recommended for replacement would be acquired via Sourcwell Master Vehicle Contract #091024-WVE with per unit costs of \$17,890-\$17,992.

COORDINATION

The Public Works Department coordinated this report with the Finance Department.

FISCAL IMPACT

Funding for the purchase of the recommended units was approved as part of the FY 2025-26 Adopted Budget via Decision Package #51 - *Annual Vehicle Replacement Purchases*. Specifically, \$89,551 was set aside for the replacement of Units #861, #862, #863, #864, and #899. Funding for the \$5,678.52 difference between the budgeted amount and the final purchase price is available in the Public Works Department Operating Budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Quote - Pape Material Handling #5593re3 for Units #861, #862, #863, #864, and #899, Taylor-Dunn 48 Volt Bigfoot



Andrea Delap
City of Redondo Beach Public Works
531 N. Gertruda Ave.
Redondo Beach, CA 90277
(310) 318-0686 Ext. 4151
Andrea.Delap@redondo.org


Account Manager: Mike Gazmen (562)320-3292

Email: mgazmen@papemh.com

Date: 6/12/2025

Quote# 5593re3

Sales Quotation Prepared By Mike Gazmen

TAYLOR-DUNN 48VOLT BIGFOOT	Unit Price	Quantity	Total
New 48volt Bigfoot, Electric Burden Carrier. Wheels: 4 wheels. Speed (unloaded): 12mph. Unit weight: 1,565lb. Load Capacity: 3,000lbs. Traction: 48volt. Battery type: 210-amp hour, 6-volt, lead acid. Drive: GT Drive, Automotive Differential. Motor: 12.5 HP, fully enclosed AC, brushless. Controller: Solid State Self Diagnostic AC speed controller. Charger: Built-in, 48volt, 1kw, 115 VAC/60hz with interlock (High frequency technology). Brakes: Rear hydraulic disc brakes with hand parking brake. Tires: 5.70 x 8, load range C, Pneumatic. Frame: Steel unitized Body, heavy duty 12-gauge smooth skin. Flush deck: 44 x 77 inches with black 5/8-inch plywood deck board. Steering: Rack and Pinion. Instrumentation: Horn, Reverse buzzer, Smart view Display. Key switch, Dual USB Port, Light switch, Emergency power cut off switch, High/ Low speed switch, Forward/OFF/Reverse selector, and DC/DC Convertor (on with key switch). Seats: Adjustable Black Dual Bucket Seats with Drivers seat Electrical interlock. Color: Orange	\$15,352.30	5	\$76,761.50
Undercoating	\$395.10	5	\$1,975.50
Pintle Hitch	\$103.50	5	\$517.50
Sub-Total			\$79,254.50
Factory zone freight	\$853.00	5	\$4,265.00
QC and Prep	\$650.00	5	\$3,250.00
Sales tax 9.75%			\$8,460.02
Total			\$95,229.52
<div>Built in Anaheim CA Since 1949</div>			

I accept the terms and conditions of this quotation.

Signed: _____

Name: _____ Title: _____

www.papemh.com/terms

FACTORY ORDERS ARE CURRENTLY 8-12 WEEKS OUT





Administrative Report

H.10., File # 25-0953

Meeting Date: 7/1/2025

To: MAYOR AND CITY COUNCIL
From: EUGENE SOLOMON, CITY TREASURER

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2507-047, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO UPDATE THE POSITION OF CHIEF DEPUTY CITY TREASURER

EXECUTIVE SUMMARY

The City maintains an official book of class specifications for positions in the service of Redondo Beach. Pursuant to Article 6, Chapter 3 of the Redondo Beach Municipal Code, as recruitments for open positions are initiated, class specifications may be created, reviewed, updated, and modified to validate current job duties, responsibilities, and qualifications.

In FY 2015-16, the City Council approved the Chief Deputy City Treasurer class specification, detailing the roles, responsibilities, and compensation package for the position within the City Treasurer's Office. With the position recently becoming vacant, the City Treasurer's Office has initiated an update based on current Departmental needs.

BACKGROUND

The City Charter allows the City Treasurer to appoint deputies. The Office's current organization structure is budgeted for one full-time Chief Deputy to assist the City Treasurer, with functions as directed by the City Charter.

With the full-time Chief Deputy role now being vacant, the Treasurer proposes to update the Job Specification to maintain continuity with recent changes in the Charter and to modernize responsibilities as required for the role's present functions. The Chief Deputy City Treasurer position will remain in the Management and Confidential employee group.

COORDINATION

The Human Resources Department and the City Treasurer's Office coordinated with the City Attorney's Office to update the class specification for the Chief Deputy City Treasurer.

FISCAL IMPACT

The position is currently budgeted in the City Treasurer's office with no suggested changes to the ongoing salary range based on a recently conducted compensation comparison performed by the City.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2507-047 Amending the Official Book of Class Specifications to Update the Position of Chief Deputy City Treasurer

RESOLUTION NO. CC-2507-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO UPDATE THE POSITION OF CHIEF DEPUTY CITY TREASURER

WHEREAS, pursuant to Sections 2-3.602 and 2-3.603 of Article 6, 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 for job classifications; and,

WHEREAS, pursuant to Section 2- 3.502 of Article 5, Chapter 3, Title 2 of the Redondo Beach Municipal Code, the Mayor and City Council shall set forth from time to time the Specifications for job classifications; and

WHEREAS, the Chief Deputy City Treasurer remains assigned to the Management and Confidential Bargaining Unit; and

WHEREAS, it is necessary to amend the Official Book of Class Specifications 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. That the Official Book of Class Specifications is hereby amended, as reflected in the attached Exhibit "A" relating to updating the Class Specification for the position of Chief Deputy City Treasurer

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 1st day of July, 2025.

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-2507-047 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 1st day of July, 2025, 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

JOB SPECIFICATION FOR CHIEF DEPUTY CITY TREASURER

See attached job specification.

CHIEF DEPUTY CITY TREASURER

DEFINITION

Under the direction of the elected City Treasurer, the position is accountable as a team member for planning, organizing, and managing the programs and activities of the City Treasurer's office to achieve results in support of the City's mission, goals, policies and objectives.

EXAMPLES OF DUTIES

This position is accountable as a manager and team member to perform support duties and services including but not limited to:

- Management of the day-to-day operations of the City Treasurer's office; supporting the administrative objectives and internal/external audit functions as they relate to the charter mandated statutory responsibilities of the City Treasurer and the policy goals of the City Council;
- Assisting the City Treasurer in making cash management and investment decisions relative to City funds, and may act as City Treasurer in the City Treasurer's absence;
- Management of City's banking relationships, record keeping, investments and revenue, as well as City and Department Investment Management policies;
- Providing administrative support, internal review services and forecasting of major tax based operating revenue sources;
- Completing administrative objectives along with internal/external audit functions as they relate to Charter mandated responsibilities of the City Treasurer;
- Preparation and maintenance of the department budget;
- Monitoring and maintaining responsibility for the City's investment portfolio; Coordinate legal compliance among the City's investment portfolio, the City's investment policy, State Law, the City Charter and revenue policies;
- Provide internal support to City's Financial Services Department and other key operating departments;
- Preparation and presentation of regular reporting to City Council, Boards and Commissions or other entities as directed;
- Attending City Council and Commission meetings as requested;

- Showing initiative to achieve positive and timely results for the organization;
- Delivering outstanding internal and external customer service while working proactively to create sustainable solutions;
- Maintaining effective relationships with the City Council, Boards, Commissions and city management;
- Support of the City's mission, goals policies and objectives; solving problems and communicating effectively with the public and fellow employees;
- Supporting the City's values of: openness and honesty; integrity and ethics; accountability; responsive and effective customer service; teamwork; excellence; and fiscal responsibility;
- Perform other related duties as assigned

CLASSIFICATION

The position is exempt from coverage under the Fair Labor Standards Act and the employee is a member of the Unclassified Service.

QUALIFICATIONS

The position requires knowledge of leadership, management practices, techniques and methods to accomplish the goals and objectives of the City Treasurer, by directing the right combination of people, resources, processes and time to successfully achieve results.

The position requires graduation from an accredited college or university with a Bachelors' degree or greater in accounting, finance, public administration, business administration or a related field. A Master's degree in a related field is high desirable.

The position requires at least four years of increasingly responsible professional management experience in municipal finance, accounting or treasury management. Relevant knowledge and experience in some or all of the following areas is desirable: investment of public funds, bond issuance, financial reporting and public finance law.

The position requires excellent oral and written communication skills.

The position requires computer literacy with knowledge and experience with technology programs such as Excel, Office, Word and other related finance, accounting and investment programs, and an understanding of and adherence to City policies for Information Technology.



Administrative Report

H.11., File # 25-0865

Meeting Date: 7/1/2025

To: MAYOR AND CITY COUNCIL
From: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

TITLE

APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY TO RECEIVE MEASURE R 20% BUS OPERATIONS FUNDS, EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2035

EXECUTIVE SUMMARY

The Los Angeles County Metropolitan Transportation Authority (LACMTA) has allocated bus operations funding through Measure R 20% Bus Operations Funds. The City of Redondo Beach, Beach Cities Transit (BCT) is eligible to receive an estimated \$327,611 in funding for FY 2025-26. The funding will be allocated through the Annual Funding Marks provided by LACMTA. Approval of the memorandum of understanding (MOU) will enable BCT to receive funding from July 1, 2025 through June 30, 2035.

BACKGROUND

On November 4, 2008, voters in Los Angeles County approved Measure R, establishing a one-half percent sales tax for the purpose of improving public transportation and enhancing quality of life in the county. LACMTA is the agency responsible for administering the sales tax and dispersing the funds to transit operators. Annual Funding Marks incorporate ridership to allocate funds, which consist of Proposition A and C, as well as Measure R and M funds, in addition to other dedicated transit funding, to the municipal transit operators.

BCT is categorized as a municipal transit operator and, as such, is eligible to receive Measure R 20% Bus Operations funds. The MOU for allocation of Measure R 20% Bus Operations Program Funds allows the revenue to be utilized for eligible operating expenses.

Eligible operating expenses include BCT bus operations, maintenance, expansion and any other operating expenses that meet the program purpose and/or objectives. BCT is eligible to receive an estimated \$327,611 in FY 2025-26 and plans to use funds to support the management agreement for the operation and maintenance of BCT fixed route and dial-a-ride services.

COORDINATION

The MOU has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

The City will receive an estimated \$327,611 in Measure R 20% Bus Operations Funds in FY 2025-26.

The funds are included in the FY 2025-26 Budget and will be used to support BCT fixed route and dial-a-ride services. General Funds are not impacted by the MOU.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Redondo beach FY26 - Measure R 20%.pdf
- Measure R Guidelines for Operations, October 09, 2009

**MEMORANDUM OF UNDERSTANDING
TO ALLOCATE
MEASURE R 20% BUS OPERATION FUNDS**

This Memorandum of Understanding ("MOU") is entered into as of July 1, 2025, by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Redondo Beach ("GRANTEE").

WHEREAS, on November 4, 2008, the voters of the County of Los Angeles approved Measure R, an ordinance establishing a one-half percent sales tax (the "FUNDS") for better public transportation and quality of life purposes; and

WHEREAS, the LACMTA, is the agency responsible for administering the tax; and

WHEREAS, LACMTA and GRANTEE desire to agree to the terms and conditions of the grant of FUNDS from the Measure R 20% Bus Operation Program ("Program").

NOW THEREFORE, in consideration of the mutual term and conditions contained herein, LACMTA and GRANTEE hereby agree as follows:

ARTICLE 1 - TERM

- 1.1. This MOU will be in effect from July 1, 2025, through June 30, 2035, unless terminated earlier as provided herein.

ARTICLE 2 – ALLOCATION OF MEASURE R FUNDS AND INVOICE PROCEDURE

- 2.1. Each fiscal year, to the extent the FUNDS are available, LACMTA staff, in coordination with the Eligible/Included Operators, will develop funding marks for the Program to be funded that fiscal year (the "Annual Funding Marks"). The Annual Funding Marks will describe GRANTEE's share of the FUNDS for the Program that fiscal year. GRANTEE shall have the opportunity to review and comment on the applicable Annual Funding Marks prior to LACMTA staff submitting the Annual Funding Marks to the LACMTA Board for approval.
- 2.2. For each fiscal year covered by this MOU, GRANTEE hereby directs LACMTA to allocate to GRANTEE its share of the Program FUNDS pursuant to the applicable Annual Funding Marks for that fiscal year as approved by the MTA Board. If LACMTA staff, in coordination with the Eligible/Included Operators, develops a mid-year reallocation of any Annual Funding Marks for the Program that is approved by the LACMTA Board, GRANTEE hereby directs and authorizes LACMTA to make such mid-year adjustments to its Annual Funding Marks, as approved by the LACMTA Board, if applicable.

- 2.3. Each fiscal year, GRANTEE shall send LACMTA one invoice for an amount intended to be used during the year consistent with the amount shown on the applicable Annual Funding Marks. LACMTA shall not be obligated to forward the Program FUNDS to GRANTEE until it receives an invoice, and the annual Improvement Plan as described in the GUIDELINES as defined in Section 3.1 below. LACMTA shall make payments to GRANTEE in equal 1/12 portion of GRANTEE's annual allocation on a monthly basis, unless otherwise agreed to in writing by the parties. Program FUNDS may be reserved or carried over in accordance with Article 3.3.

ARTICLE 3 - USE OF FUNDS

- 3.1. GRANTEE shall utilize the Program FUNDS in accordance with the LACMTA Measure R 20% Bus Operations Guidelines (the "GUIDELINES") and the annual Improvement Plan.
- 3.2. GRANTEE shall not use the Program FUNDS to substitute for any other funds, service, or project except as otherwise specifically provided for herein or in the GUIDELINES.
- 3.3. GRANTEE may use, reserve or carry-over its allocation to the next fiscal year; however the Program FUNDS will be held by LACMTA until requested by the GRANTEE. Program FUNDS will retain their original year of allocation for the purpose of applying the lapsing requirement set forth in the GUIDELINES.

ARTICLE 4 – AUDIT AND REPORTING REQUIREMENTS

- 4.1. Grantee shall meet its audit obligations set forth in the GUIDELINES. Each fiscal year, LACMTA or its designee shall have the right to conduct its own financial and compliance audit(s) of the Program. GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with conditions defined by this MOU. GRANTEE shall maintain financial records for three (3) years after the end of the fiscal year within which the Program FUNDS were dispersed. LACMTA may audit as provided herein up to three years after the end of the fiscal year within which the Program FUNDS were dispersed. If the audit indicates that GRANTEE did not expend all the FUNDS received during the fiscal year, such unexpended FUNDS must be returned to LACMTA within 60 days of the completion of the financial and compliance audit(s). Such unexpended FUNDS will be treated as carryover FUNDS and held by LACMTA on behalf of GRANTEE for a period of two years. LACMTA will work with the GRANTEE to address any carry-over fund balance.
- 4.2. GRANTEE shall comply with all Federal National Transit Database reporting requirements and shall annually submit a completed copy of said report to LACMTA.
- 4.3. By January 31st of each year, the GRANTEE shall submit to the LACMTA a completed TPM form.
- 4.4. By December 31st of each year, the GRANTEE shall submit to the LACMTA an annual financial audit report which identifies the use of the Program FUNDS for transit operations

purposes as outlined in the GUIDELINES.

- 4.5 GRANTEE will provide an annual report to LACMTA describing how uses of the Program FUNDS are contributing to accomplishing the Program objectives. LACMTA will compile GRANTEE's annual report into a regional annual Measure R 20% Program update for the LACMTA Board. The Program FUNDS may be used to supplement existing state, federal and local transit funds in order to maintain the provision of the existing transit services in the event of a current or projected funding shortfall.

ARTICLE 5 - MISCELLANEOUS

- 5.1. Each grant given pursuant to an Annual Funding Mark shall be subject to the terms and conditions agreed to herein and in the GUIDELINES. Notwithstanding the term of this MOU, each grant does not imply nor obligate any future funding commitment on the part of the LACMTA.
- 5.2. GRANTEE understands and agrees that in programming the Program FUNDS and entering into this MOU, LACMTA is acting pursuant to its statutory authority and shall have no liability in connection with the use of these Program FUNDS for public transit purposes. GRANTEE shall fully indemnify, defend and hold the LACMTA, its directors, officers, employees and agents harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, legal fees and any claims for damages of any nature whatsoever arising out of (i) breach of GRANTEE's obligations under this MOU; (ii) use of the Program FUNDS by GRANTEE or its officers, agents, employees or subcontractors; (iii) any act or omission of the GRANTEE or its officers, agents, employees or subcontractors in the performance and/or provision of the services funded under the Program.
- 5.3. GRANTEE agrees to comply with all applicable local, state and federal laws and regulations in the provision of public transit services and any services funded under the Program. Grantee shall comply with the GUIDELINES.
- 5.4. The LACMTA reserves the right to terminate this MOU and withhold the Program FUNDS if it is determined that the GRANTEE has not complied with all the terms and conditions contained herein or in the GUIDELINES. Any withholding of Program FUNDS or termination of the MOU is subject to the 2/3 vote of LACMTA Board.
- 5.5. No amendment or modification to this MOU shall be binding upon either party unless such amendment or modification is in writing duly executed by both parties. This MOU shall not be amended or modified by any acts or conduct of the parties.
- 5.6. GRANTEE is not a contractor, agent or employee of the LACMTA. GRANTEE shall not represent itself as a contractor, agent or employee of the LACMTA and shall have no power to bind the LACMTA in contract or otherwise.

5.7. This MOU constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed as of the dates below with all the formalities required by law.

CITY OF REDONDO BEACH

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

BY: _____
James A. Light
Mayor

BY: _____
Stephanie N. Wiggins
Chief Executive Officer

Date: _____

Date: _____

Approved As To Form:

APPROVED AS TO FORM:

Joy A. Ford
City Attorney

DAWYN R. HARRISON
County Counsel

By: _____

By: _____

Date: _____

Date: 5/14/2025

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MEASURE R 20% PROGRAM GUIDELINES FOR BUS OPERATIONS (Countywide Bus Service Operations, Maintenance and Expansion)

INTRODUCTION

Measure R was approved by the voters of California (Los Angeles County) on November 4, 2008 to relieve traffic and expand rail in Los Angeles County consistent with the Measure R Expenditure Plan (Attachment A). These guidelines summarize the funding policies and administrative procedures for the Measure R 20% Program for the Los Angeles County Metropolitan Transportation Authority (LACMTA) and Municipal Operators.

PROGRAM OBJECTIVES

The purpose of the Measure R 20% program is to improve countywide bus service operations, maintenance, and expansion. The program is flexible to allow each operator to determine how best to accomplish making public transportation more convenient and affordable, and improve quality of life.

PROGRAM AMOUNT AND ALLOCATION PERIOD

This is a thirty year (30 year) program, beginning in FY 2010. Every year LACMTA shall allocate 20 percent of all net revenues derived from the tax for bus operations to all existing eligible and included municipal transit operators in the County of Los Angeles and to the LACMTA.

ALLOCATION METHODOLOGY

Funds will be allocated among the included and eligible municipal operators according to the shares calculated by the Formula Allocation Procedure (FAP) for the year in which funds are allocated. The allocations to the LACMTA and eligible and included municipal operators for this program shall be made solely from revenues derived from the Measure R 20% funds, and not from other local discretionary sources. ~~If the LACMTA Board authorizes the inclusion of additional operators into the FAP, the new operators will be incorporated into the Measure R-20% Guidelines that are in effect at that time.~~

ELIGIBLE RECIPIENTS

All included and eligible municipal operators and LACMTA participating in the FAP are eligible to receive these funds. Eligible recipients are those operators that were in existence when the Measure R program was approved by the voters of California (Los Angeles County) and include the following:

City of Arcadia

City of Claremont
City of Commerce
City of Culver City
Foothill Transit
City of Gardena
City of La Mirada
Long Beach Transit
City of Montebello
City of Norwalk
City of Redondo Beach
City of Santa Monica
City of Torrance
Antelope Valley Transit Authority
City of Santa Clarita
Los Angeles Department of Transportation
Los Angeles County Metropolitan Transportation Authority - Operations

ELIGIBLE PROJECTS

Eligible operating expenses include bus operations for countywide bus service operations, maintenance, and expansion and any other operating expenses that will contribute to meet the above program purpose and/or objectives.

MAINTENANCE OF EFFORT

Assembly Bill No. 2321 states that funds allocated by LACMTA to eligible and included municipal operators shall be used for transit operations and shall not supplant any funds authorized by other provisions of law and allocated by LACMTA to the eligible and included municipal operators for public transit. In addition to implementing new transit services and programs, eligible recipients may use Measure R 20% funds to supplement existing state, federal and local transit funds in order to maintain the provision of the existing transit services in the event of a current or projected funding shortfall. LACMTA staff reserves the right to request appropriate documentation from eligible recipients to support the existence of a funding shortfall.

For LACMTA, Assembly Bill No. 2321 states that funds allocated by LACMTA to itself pursuant to this section shall be used for transit operations and shall not supplant funds from any other source allocated by LACMTA to itself for public transit operations. (See Attachment B - Assembly Bill No. 2321). For LACMTA, per Metro Board direction, Measure R operating funds should be used to improve or expand transit service. This provision of Maintenance of Effort would also be subject to any future Board direction.

FUND DISBURSEMENT

Funds will be disbursed after a memorandum of understanding (MOU) between the operator and the LACMTA has been executed and the operator has submitted to LACMTA a Measure R 20%

Improvement Plan showing the assignment of that fiscal year's funds. The Measure R 20% Improvement Plan should include a description of how these funds will be spent. The plan should explain how these services will meet the program objective and benefit transit users. The Measure R 20% Improvement Plan may be amended by the operator in coordination with the LACMTA. Funds for operating purposes will be disbursed monthly in equal portions of an operator's allocation once an invoice for the annual allocation amount is received from that operator.

All interest accrued on the Measure R 20% bus operations fund will be re-allocated annually through the FAP and according to these guidelines.

RESERVE/CARRY-OVER REQUIREMENTS

An operator may reserve or carry-over its allocation to the next fiscal year; however the funds will retain their original year of allocation for the purpose of applying the lapsing requirement.

An operator may assign its funds for a given fiscal year to another operator that is able to use them according to the program, purpose, and objectives and within the lapsing requirement timeframe. Fund trade will not be allowed using Measure R 20% funds.

LAPSING REQUIREMENT

Given the objective of the program to improve transit service, operators are encouraged to spend these funds in a timely manner.

Operators have three years, which is the year of allocation plus two years, to spend the funds allocated through this program. LACMTA staff may grant extensions on a case-by-case basis, accompanied by adequate documentation of justification of the need for extension request. The appeal of any lapsing funds will be reviewed in consultation with the Bus Operations Subcommittee (BOS) and subject to LACMTA's Board discretion, with any lapsed funds reverting back to the Measure R 20% fund for reallocation to the eligible recipients.

REPORTING REQUIREMENTS

Operators will provide an annual report to LACMTA describing how uses of Measure R 20% funds are contributing to accomplishing the program objectives. LACMTA will compile the operators' annual reports into a regional annual Measure R 20% Program update for the LACMTA Board. All service funded with Measure R 20% Bus Operations proceeds will be included in the FAP, and reported separately on the Transportation Performance Measurement forms. Measure R Funds may be used to supplement existing state, federal and local transit funds in order to maintain the provision of the existing transit services in the event of a current or projected funding shortfall. Measure R 20% Funds used for expansion may only be included in the FAP if there is an overall service level increase (as evidenced in the National Transit Database Report).

The Measure R 20% Program Guidelines for Bus Operations will be in effect until the end of FY 2014, at which time the BOS and LACMTA Board will review, revise and approve the guidelines as necessary.

FOOTHILL MITIGATION

Measure R 20% Services will not be included in the Foothill Mitigation Calculation.

AUDIT/REPORTING REQUIREMENTS

Use of these funds will be audited as part of the annual audit of each municipal operator. Those operators that perform their own audit shall consult with LACMTA for a scope of work, which covers the Measure R 20% audit requirement. Operators will retain all documents and records related to this program and the use of funds for a period of three years after the year in which the funds are expended.

Measure R Signage/Logo

All operators will display logo indicating that each project was funded using Measure R funds. Examples may include websites, car cards, schedules, other promotions and marketing material. This will be left to the discretion of each operator.

Note:

The following attachments are not included here, but will be included in the Measure R Guidelines package, and are available upon request.

Attachment A – Measure R Expenditure Plan

Attachment B – Assembly Bill No. 2321



Administrative Report

H.12., File # 25-0478

Meeting Date: 7/1/2025

To: MAYOR AND CITY COUNCIL
From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

ADOPT BY 4/5THS VOTE AND TITLE ONLY RESOLUTION NO. CC-2507-048, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2025-2026 BUDGET MODIFICATION TO APPROPRIATE \$265,901 IN ADDITIONAL GRANT YEAR 2021 STATE HOMELAND SECURITY PROGRAM GRANT FUNDS TO THE INTERGOVERNMENTAL GRANTS FUND

AUTHORIZE THE PURCHASE OF A 60-UNIT MODULAR ANTI-VEHICLE BARRIER SYSTEM WITH STORAGE AND TRANSPORT TRAILER FROM ADVANCED SECURITY TECHNOLOGIES, LLC IN THE AMOUNT OF \$171,660 THROUGH A COOPERATIVE PURCHASING AGREEMENT AND UTILIZING STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT AND SUPPLEMENTAL LAW ENFORCEMENT SERVICES (SLESF) FUNDS

EXECUTIVE SUMMARY

The State Homeland Security Program (SHSP) is a multi-year, federal grant program designed to prevent, protect, mitigate, respond to, and recover from acts of terrorism. Funding originates from the federal government and is distributed to the California Governor's Office of Emergency Services (CalOES), which then allocates the funds to counties, which ultimately award grant funds to local jurisdictions.

The City was a subrecipient of Los Angeles County for the 2021 SHSP grant award cycle in the amount of \$172,000, for which the performance period has been extended through July 31, 2025. At this time, only \$72,000 of the original grant award has been appropriated. The original award included projects for law enforcement software and special investigations personnel costs.

Los Angeles County informed the City that there is an available fund balance from the 2021 SHSP grant cycle of \$165,901. The City has the opportunity to utilize these specific funds for the purchase of a modular anti-vehicle barrier system which can be deployed at various City Special Events to protect the public and secure event spaces. The cost of the system, which includes 60 barriers that can interconnect, a storage and transport trailer, including freight charges, is \$171,660.

Staff recommends that City Council adopt a resolution appropriating the additional 2021 SHSP funds, including the original \$100,000 not previously utilized, plus the additional \$165,901, for a total amount of \$265,901, and authorize the purchase of the anti-vehicle barrier system through a cooperative purchasing agreement.

BACKGROUND

SHSP grants assist public safety agencies with the purchase of equipment that aids in the prevention and response to potential terrorist threats. On May 19, 2025, Los Angeles County informed the City that there is \$165,901 of remaining available funds from the 2021 SHSP grant year, which is comprised of unspent funds from other jurisdictions. Rather than lose the funding, Los Angeles County offers the amount to any jurisdiction with an existing grant agreement that can utilize the money within the extended deadline.

The City will use the funds to purchase a modular anti-vehicle barrier system for use during the City's Special Events, such as the Superbowl 10K, Riviera Village Festival, and Beachlife. Anti-vehicle barriers are a permitted expenditure for SHSP, and Los Angeles County has extended the 2021 SHSP grant year performance period to July 31, 2025, allowing the City to make the purchase under the existing 2021 SHSP agreement as an approved modification.

Staff researched various types of barrier systems and came to the conclusion that portable, modular barriers would allow the Department to be flexible and adapt to the various events happening throughout the City. Modular barriers can be easily relocated to meet the needs of each event and can be set up quickly, making them an ideal option.

Portable barriers can also serve in other capacities for the Police Department. During accident investigations, these barriers can provide scene security and extra protection to officers at the site by providing temporary visual cover as well as traffic control. They can also be used to create perimeters, allowing officers to manage who enters or exits a designated area to enhance coordinated response efforts.

Advanced Security Technologies (AST) is the direct manufacturer of the MVB 3X modular vehicle barrier system and also provides a specialized storage and transport trailer. The system is US Department of Homeland Security Safety Act designated, meeting all safety standards and requirements.

The system includes 60 anti-vehicle barriers, which can be deployed individually, or be interconnected to expand the coverage width. The barriers are tested and certified to stop up to 16,500 lb. vehicles and trucks. The purchase also includes a trailer for storage and transport. The modular system can be expanded by purchasing additional individual barrier units. The size, portability, and versatility of MVB 3X system makes it an ideal option to fit the City's various needs. Additionally, the individual units can be carried, assembled, and dismantled by a single person, simplifying the ease of use in comparison to other bulkier options.

The anti-vehicle barrier system will be purchased utilizing a cooperative purchasing agreement with the Kern County Superintendent of Schools (KCSOS) which structured its bid to allow other California agencies to utilize their competitive purchasing process. As such, the City receives competitive pricing without having to undertake an independent request for proposal process which will allow the Police Department to capitalize on the surplus SHSP grant funding. The cooperative purchasing agreement with AST for modular vehicle barriers is valid through December 31, 2025, and includes specific contract clauses that are required when utilizing federal funds.

COORDINATION

The Resolution appropriating the grant funds has been reviewed as to form by the City Attorney's Office. The amounts within the resolution have been verified by the Financial Services Department. The cooperative purchasing agreement has been reviewed by Financial Services as well as the City Attorney's Office.

FISCAL IMPACT

The budget modification includes the \$100,000 portion of the original 2021 SHSP grant award not previously appropriated, along with the additional \$165,901 of available remaining funds, for an amount of \$265,901. This brings the City's total 2021 SHSP grant award to \$337,901.

\$172,000 of the total grant award is reserved for other, previously approved, project expenditures. The additional \$165,901 will be applied towards the anti-vehicle barrier system. The barrier system has a total cost of \$171,660. The remaining \$5,759 in necessary funding is available through the Police Department's annual Supplemental Law Enforcement Services Fund (SLESF) appropriation. No General Funds will be used to support the proposed purchase.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2507-048 Appropriating \$265,901 in Additional 2021 State Homeland Security Program Grant Year Funds
- Quote - AST Modular Vehicle Barrier System, June 10, 2025
- AST Modular Vehicle Barrier System Brochure
- Agmt - Cooperative Purchasing Agreement with Advanced Security Technologies, LLC, Kern County Superintendent of Schools
- 2021 SHSP Subrecipient Agreement with Los Angeles County
- Agmt - State Homeland Security Program Subrecipient Agreement Grant Year 2021
- Email - Los Angeles County, Confirming 2021 SHSP Regarding the Opportunity to Reallocate Funding

RESOLUTION NO. CC-2507-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2025-2026 BUDGET MODIFICATION TO APPROPRIATE \$265,901 IN ADDITIONAL GRANT YEAR 2021 STATE HOMELAND SECURITY PROGRAM GRANT FUNDS 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") adopted budget needs to be modified to accept unanticipated revenues;

WHEREAS, the City was awarded funds from the 2021 State Homeland Security Program ("SHSP"), administered by the U.S. Department of Homeland Security through the California Governor's Office of Emergency Services (Cal OES) as the Subgrantee and the County of Los Angeles ("County") as its Subrecipient, in the amount of \$172,000 for grant year 2021;

WHEREAS, the SHSP Program funds were made available to the City for the period of September 1, 2021 to May 31, 2024, under the terms of the 2021 SHSP Subrecipient Agreement;

WHEREAS, the original budget appropriation only included \$72,000 of 2021 SHSP grant funds;

WHEREAS, the County of Los Angeles has informed the City of additional available 2021 grant year SHSP funds in the amount of \$165,901 for use through July 31, 2025;

WHEREAS, the SHSP provides federal funds to enhance public safety capabilities, such as equipment, training, and planning activities to prevent, respond to, and recover from threats or acts of terrorism;

WHEREAS, the City Police Department intends to use the awarded funds for equipment, related public safety initiatives, as approved by the SHSP funding authority;

WHEREAS, the City Council has approved the receipt and appropriation of past grant funding for similar public safety programs; and

WHEREAS, the City's adopted budget for fiscal year 2025-2026 shall be modified to accept and appropriate the additional \$100,000 from the 2021 SHSP Subrecipient Agreement grant award, and the \$165,901 of additional available funding.

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 2025-2026 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 2025-2026 is modified as follows:

\$265,901 in grant funds awarded from the State Homeland Security 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 Fiscal Year 2025-2026 in accordance with the above modification.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council.

SECTION 4. 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 1st day of July, 2025.

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-2507-048 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 1st day of July, 2025, 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



Bringing Advanced Technologies to the Security World

June 10th, 2025

Brian Weiss
Sergeant
Community Service Unit
Redondo Beach Police Department
401 Diamond Street
Redondo Beach, CA 90277

Tel: 310-697-3640
Email: brian.weiss@redondo.org

REFERENCE: Modular Vehicle Barrier 3X System - Price Quotation – 60 Unit Trailer

Dear Sgt. Weiss,

Thank you again for the opportunity to present the Mifram Modular Vehicle Barrier System. Per our conversation, please find additional product information on the Mifram Modular Vehicle Barrier 3X System. Advanced Security Technologies LLC (AST) is the US distributor and sales arm for the Mifram product line. AST also manufactures dedicated US made transport trailers that can be used as a shard asset to transport the equipment to different events. After the event, the equipment is loaded back into the dedicated trailer that will be used as storage.



A. System Advantages:

1. One person to install
2. One person to dismantle at the end of the event
3. One minute for each section to be connected
4. Quick access in case of an emergency
5. System can be used as an active gate
6. Assembled without the need of any tools
7. Folds for easy carrying
8. Easy to store
9. Zero maintenance
10. Complete modular system. System can be as short or long as the event requires.

B. Mandatory Performance Based Specifications:

1. Must be US Department of Homeland Security Safety Act Designated
2. Barrier System must be certified to ASTM-F2656-15.
3. Barriers System must be certified to ASTM/PAS 68 & IWA standards.

4. Barrier System must be modular and adaptable to any road width.
5. Multiple traffic lanes of continuous coverage must be able to be assembled without the use of cables or ball/hitch connections. Cables shall not be used in the modular vehicle barrier system.
6. Three points of connection via metal structure and pins are REQUIRED to connect the barriers to each other to ensure continuity in the barrier integrity and stopping capability.
7. The Barriers MUST be Safety Yellow in color for maximum visibility
8. A continuous section of barriers can create an operational gate to meet any road width, which shall be assembled and moved in one continuous line.
9. Gates may not be created with ropes, chains, or arrestor cable.
10. Open and close one lane by a single person in less than ten seconds
11. Multiple connected lanes of barriers can be moved at once.
12. One person to assemble, deploy and dismantle
13. Quick perimeter access in case of an emergency
14. The vehicle barrier must have an open structure design, with no solid metal/bullet resistant piece being more than 18" in width, as to not provide an active shooter cover and concealment.
15. The system must have an open structure design to minimize risk of ricochet or spall to personnel in the vicinity in an active shooter event.
16. Barriers cannot inhibit visibility of personnel to see adults and children who may be on either side of the barriers, therefore no barrier component may be 4 square ft.
17. Individual barrier units must fold for easy carrying and storage
18. No tools required for assembly
19. Zero maintenance

C. Modular Vehicle Barrier Product Specifications:

1. Barrier Units must be able to be deployed in increments of 2 feet or less to ensure it will fit any size roadway.
2. Each complete MVB3X unit must weigh less than 53 lbs.
3. Each unit dimensions: L~46.5", W~21", H~32".
4. Tools shall not be required. System is to be assembled with pins.
5. Barriers must have the ability to be folded for transportation.
6. MVB3X units must have the option to pivot and transition into an operational gate.
7. MVB3X units must have the option of slide wheels for lateral movement.
8. Barriers must be capable of quick deployment (less than a minute to deploy a single unit).
9. Barriers must be able to be deployed by one person.
10. Bottom edges of the barriers must be protected by aluminum covers (for pedestrian safety).
11. Barrier System shall have the ability to be deployed from the road and up to sidewalk in one continuous line.
12. MVB3X units shall have multi-terrain capability.
13. MVB3X units shall not require any maintenance.
14. Magnetic sequential lights shall attach to MVB3X units.

D. MVB3X Transport Trailer Specifications:

1. Trailer must be enclosed and MUST have a hardcover roof for long term protection.
2. The Trailer shall be made in the United States and comply with U.S. DOT regulations.

3. The Trailer must be New/Unused.
4. Trailer to include drip rails.
5. Trailer can hold up to 60 MVB3X units + Pivots.
6. 60-unit trailer will have 5 doors on each side.
7. Trailer shall be 16 feet long.
8. Trailer shall be 101.5" wide.
9. Tandem axel.
10. 14,000 lb. hauling capacity.
11. Electric brakes.
12. LED lighting.
13. 15,000 pound safety chain.
14. 2 5/16" Hitch
15. Spare wheel + Tire ST225/75/R12 (6 Lug).
16. All containment steel shall be powder coated.
17. MVB3X barriers can be loaded/stored from both sides.
18. Each MVB3X unit has its own dedicated slot for safe transport.
19. Each MVB3X is locked in place for transport with secondary retainment system.
20. Unit shall have Stainless Steel latches & hinges.
21. Zinc coated steel rivets nuts & bolts.
22. Dedicated space for pivot units.
23. Each door has a lock for safe storage. All keyed alike.
24. Single storage compartment shall be provided on the trailer. Compartment shall be 24" tall x 35" deep x 96" wide. Compartment shall have dedicated slots for the pivot units.
25. Trailer shall be black in color.

60 X MVB3X Unit Trailer – Provides Approximately 8 Lanes of Protection

System Number	Description	Unit Price	Quantity	Extended
AST3X60/60-320208-30	60 MVB3X Capacity Fully Loaded Trailer System	\$152,410	1	\$152,410
Freight	F.O.B. Destination	\$4,000	1	\$4,000
AST Services	On-Site Equipment Training (Fee Waived)	Included	1	Included
		Sales Tax	9.75%	\$15,249.98
			Total	\$171,659.98

Individual Trailer System Inventory

Description	Quantity	Description	Quantity
Trailer with Capacity for 60 MVB3X Units and Accessories	1	Fixed Slide Wheels	2
MVB 3X Units	60	Rotating Slide Wheels	8
Pivot Units	32	Set of 10 Sequential Flares	3
Large Storage/Shipping Box	4		



60 MVB3X Capacity Trailer with five Compartments per Side

Note:

1. Pivot units are only required for the purposes of using a section of MVB3X Units as an operational gate. MVB3X Sections not designated as operational gates may not require the use of pivot units. The number of pivots can be modified based upon your specific operational requirements.
2. Slide wheels are used for the purposes of moving assembled sections of MVB3X laterally throughout an area of operation without requiring the end user to disassemble and re-assemble the section.
3. The inventory quoted can be further adjusted to meet your specific operational requirements.
4. In this proposal, we offer the 60-unit trailer. Other trailer options are available and may be offered where applicable.

E. Terms & Conditions:

1. F.O.B – Destination. Shipping has been included in the above price.
2. Taxes are not included. Should any taxes be levied they will be paid for by the purchaser.
3. Delivery: 10-12 weeks ARO – depending on material availability.
4. Prices are valid for 60 days.

Please do not hesitate to contact me should you require additional information.

Sincerely,

Yaron Getter
Principal & Co-Founder
Advanced Security Technologies LLC
Mobile: (917) 561-1344 | ygetter@adsectec.com

ADVANCED SECURITY TECHNOLOGIES

**TESTED &
CERTIFIED**



MODULAR VEHICLE BARRIER

COMPLETE SYSTEM

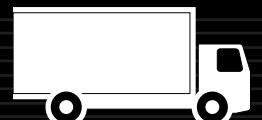
featuring the **MVB™ 3X**



- Each MVB3X unit is lightweight at 53lbs
- Easily connect units to close any street
- One person to assemble/dismantle
- Open/close a street in seconds
- Use as an operational gate
- No tools required & zero maintenance
- Custom trailer systems for storage & transportation of up to 10 lanes



PROTECT AGAINST



vehicle-barriers.com • info@vehicle-barriers.com • (800) 344-5577

TESTED & CERTIFIED

MVB™ 3X by MIFRAM

ASTM - F2656-15

Tested & Certified at
5,513 lbs. @ 30 mph
Penetration 31.83 ft.
Tested & Certified at
16,538 lbs. @ 31.06 mph
Penetration 62.3 ft.

IWA 14 - 1:2013

Tested & Certified at
5,513 lbs. @ 30 mph
Penetration 35.76 ft.
Tested & Certified at
16,538 lbs. @ 20 mph
Penetration 34.12 ft.
Tested & Certified at
15,876 lbs. @ 30 mph
Penetration 58.4 ft.

PAS 68:2013

Tested & Certified at
5,513 lbs. @ 30 mph
Penetration 31.83 ft.
Tested & Certified at
16,538 lbs. @ 20 mph
Penetration 29.53 ft.
Tested & Certified at
16,538 lbs. @ 30 mph
Penetration 58.4 ft.

~667 KJ Energy Absorption

Absorption
Equal to 89 Concrete blocks
of 1 M³ [2.4 Ton - 5,292 lbs.]
Movement for 1 M Distance
16,538 lbs. @ 31 mph

20 UNIT / 2.5 LANES



48 UNIT / UP TO 6 LANES



60 UNIT / UP TO 8 LANES



72 UNIT / UP TO 10 LANES



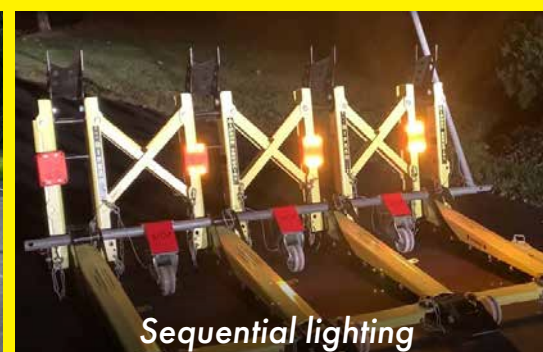
AST trailers are made in the United States and comply with US DOT regulations. Each trailer is specially designed to safely store and transport the MVB3X system inventory. Built with ease of use in mind, every complete system includes the specific number of MVB3X barriers, appropriate size trailer and the accessories to meet your operational requirements.



Lockers for fixed storage



Banners for public information



Sequential lighting

AST ADVANCED SECURITY
TECHNOLOGIES

PEPPM 2023 Product Line Bid – California # 535122

AWARDED VENDOR AGREEMENT

BETWEEN

Kern County Superintendent of Schools ("Agency")

AND

Advanced Security Technologies LLC

(Bidder's legal name referred to throughout this agreement as "Awarded Vendor")

For Bid Product Line:

Mifram security - Modular Vehicle Barriers and other branded products

(Product Line Name within PEPPM 2023 Product Line Bid – California # 535122)

This Agreement is made and entered into as of the date this Agreement is fully executed by the Kern County Superintendent of Schools (Agency) after an initial signature from the Awarded Vendor. This date of final execution shall be known as the "Effective Date."

Whereas, Agency issued a Request for Bids for PEPPM 2023 Product Line Bid – California ("RFB");

Whereas, that RFB is incorporated into this Agreement by reference and made a part hereof;

Whereas, the Awarded Vendor submitted a Bid in response to the Agency's RFB for the Product Line referenced above;

Whereas, the Agency determined that Awarded Vendor was the lowest responsive and responsible bidder for the Product Line referenced above; and

Whereas, Awarded Vendor signs and executes this Awarded Vendor Agreement to indicate its acceptance of the terms and conditions of the Contract as defined below;

Now, therefore in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is expressly acknowledged by both parties, and intending to be legally bound hereby, the parties mutually agree as follows:

1. This Agreement is a Contract and Contract Documents consist of the Request for Bids, bid Terms and Conditions, any applicable state-specific terms and conditions, all information incorporated into the electronic bid form by Agency or Bidder, the Bidder's responses to Questions, the Bidder's PEPPM Bid Quote Sheet(s), the Bidder's pricing spreadsheet, the Bidder's PEPPM State Selection Form, the Bidder's Ancillary Services Form, this Agreement, all other attachments and exhibits to the request for bids, all addenda to the request for bids issued prior to the Bid Opening Date, and all subsequent written amendments to the Agreement (e.g. adding state-specific terms and conditions). The Contract Documents form the "Contract" between Agency for the Contract term, and during any authorized extensions.
2. Awarded Vendor agrees to furnish products and services related to the RFB in accordance with the RFB Terms and Conditions and Contract.

3. The Contract shall commence on January 1, 2023 and end on December 31, 2025. Agency and Awarded Vendor may elect to extend the term of the Contract as set forth in the Terms and Conditions.
4. Awarded Vendor agrees to honor submitted bid prices and pricing formulas according to all terms and conditions of the Contract Documents to all eligible buying organizations in California as authorized to purchase the products included in the Awarded Vendor's bid.
5. Where Awarded Vendor agreed to extend its quoted price formulas and effective prices to eligible LEAs in states and territories outside of California, Awarded Vendor agrees to extend those quoted bid prices and formulas according to all terms and conditions of the Contract Documents to those other LEAs and eligible agencies.
6. Awarded Vendor agrees to remit the Transaction Fee in accordance with the terms and conditions set forth in the Contract.
7. This Agreement shall be governed by and construed under the laws of the state of California, any disputes shall be determined in the court of general jurisdiction in the County of Kern.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their hands to be affixed.

Vendor Signature



Signatory Title

Principal & Co-Founder

Vendor Name

Yaron Getter

Address

47 Trautwein crescent

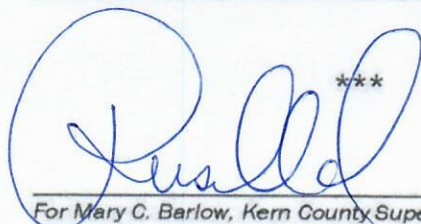
City, State, Zip

Closter, NJ 07624

Date

10/14/22

KCSOS Signature



For Mary C. Barlow, Kern County Superintendent of Schools

Signatory Title

Assistant Superintendent of Finance

Agency Name

Kern County Superintendent of Schools

Address

1300 17th Street

City, State, Zip

Bakersfield, CA 93301

Date

11/14/2022



Documentation for

**PEPPM 2023 PRODUCT LINE BID – CALIFORNIA
535122**

Contract Start Date January 1, 2023

Awarded by the
Kern County
Superintendent of Schools

**Award Resolution
Kern County Superintendent of Schools
Request for Bids #535122**

WHEREAS, on August 26, 2022, the Office of the Kern County Superintendent of Schools (KCSOS) requested sealed bids, under Request for Bids #535122, "PEPPM 2023 Product Line Bid-California;" and

WHEREAS, the request for bids was properly advertised for two consecutive weeks in a newspaper of general circulation in Kern County; and

WHEREAS, bids were received by KCSOS and evaluated in cooperation with the national PEPPM Technology Bidding Program; and

WHEREAS, all bidding documents were issued, advertised, and accepted in accordance with the provisions of the California Public Contract Code, the California Government Code, and the Education Code; and

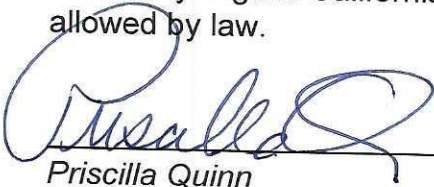
WHEREAS, KCSOS reviewed bid tabulations and evaluation results; and

WHEREAS, the request for bids was issued by KCSOS with the intent of the resulting contracts being legally used by all California school districts, county offices of education, community colleges, charter schools, and other government agencies throughout California and the United States as allowed by law; and

WHEREAS, KCSOS waives the right to any payment from any agency using the contracts, and, if any agency uses the contracts, that agency will pay vendors directly; and

WHEREAS, those responsive and responsible vendors with the lowest product prices have been identified to the satisfaction of staff and agents of the KCSOS;

NOW THEREFORE BE IT RESOLVED that I, Mary C. Barlow, being the elected Kern County Superintendent of Schools and having the legal authority to make bid awards and enter into contracts, do hereby award successful bids with contracts as per terms and conditions established in the bidding process for the attached bids listed in Exhibit A for the period January 1, 2023, to December 31, 2025, (and any allowable extensions) and make them available, not only to the school districts of Kern County, but to any eligible California public agency or other jurisdiction in the United States as allowed by law.



Priscilla Quinn

Assistant Superintendent of Finance
Kern County Superintendent of Schools

Date 12/13/2022

Exhibit A
Kern County Superintendent of Schools
Contract Awards Related to Request for Bids #535122
PEPPM 2023 Product Line Bid - California

Product Line	Description	Awarded Vendor
3Doodler	3D pen that extrudes heated plastic to create 3D structures	Tequipment, Inc.
Absolute Software	Endpoint security and management solutions software for computers, laptops and devices	Trafera, LLC
ActiveFloor	Interactive learning games including hardware and software	Tequipment, Inc.
Adobe Systems	Multimedia, creativity and Internet application software	Emergent 360
Adtran	Networking and unified communications/VOIP solutions	Unistar-Sparco Computers, Inc.
Advanced Network Devices	IP paging, intercom, and mass notification systems	App-Techs Corporation
Aiphone	Intercom and video phones	App-Techs Corporation
Alcatel-Lucent	Communications and networking solutions	Alcatel-Lucent Enterprise
Allied Plastics Co.	Educational and office furniture	Allied Plastics Co., Inc.
Allied Telesis	Networking products	SYNNEX Corporation
Alumni Educational Solutions	Educational furniture	Alumni Educational Solutions
Amazon Web Services	Cloud computing services	DLT Solutions
Anchor Audio	Portable sound/microphone systems	EHP Solutions
AngelTrax	Mobile digital video recording surveillance solutions (DVR and NVR), wireless solutions, driver behavior and fleet management	AngelTrax
APC	Power protection products	ePlus Technology, Inc.
App-Techs Corporation	Network video and digital video recorders	App-Techs Corporation
Apptegy	School marketing and communications software and mobile apps	Apptegy, Inc.
Arecont Vision	Video surveillance cameras and equipment	App-Techs Corporation
Arista Networks	Networking products	Connection
Atlas IED	Audio solution products	Global CTI
Audio Enhancement	Audio amplification products	Audio Enhancement
Avaya	Unified communications and collaboration	Avaya, Inc.
Aver Information Services Inc	Classroom presentation solutions, document cameras and PC2TV conversion	Trafera, LLC
AVerMedia	Classroom presentation solutions, including audio products	EHP Solutions
Avid	Audio headsets, ear pieces, and accessories	SupplyMaster, Inc.
Axiom	Memory, storage, network hardware, flash and battery products	SYNNEX Corporation
Barracuda	Network security, web security, application delivery, email security and storage	SYNNEX Corporation
Belden	Cabling products	Global CTI
Belkin	Networking, connectivity products and accessories	En-Net Services, LLC
BirdBrain	Robotics products including Hummingbird robotics kit and Finch codable robot	Tequipment, Inc.
Black Box	Charging carts, collaboration solutions, digital signage, communications, and infrastructure solutions	Unistar-Sparco Computers, Inc.
Blocksi	Cloud content filtering and classroom management system	BorderLAN, Inc.
Bloxels	Video game builder utilizing board/blocks and software	Tequipment, Inc.
Bosch Security Systems	Security, safety and sound solutions	App-Techs Corporation
Boxlight Corporation	Presentation systems	Boxlight, Inc.
Bump Armor	Protective cases	Bump Armor
ByteSpeed Computers	Hardware, software, related services and other branded products	ByteSpeed, LLC
Cables2Go	Cables and connectors	ePlus Technology, Inc.
Cambium Networks	Wireless broadband solutions	App-Techs Corporation
Canon USA - Copiers	Copiers, fax, multi-function printers, micrographic products and collaboration solutions	Canon U.S.A., Inc.
Checkpoint	Firewall and security products	SYNNEX Corporation
Chief Manufacturing	Ceiling mounts and CoPilot classroom multimedia systems	Tequipment, Inc.
Ciena	Packet networking, optical transport and converged packet optical products	SYNNEX Corporation
Cisco	Networking, security and telecommunication products	SYNNEX Corporation
ClassLink	Personal cloud desktop, student administration and curriculum management system	ClassLink, LLC
Clear Touch Interactive	Interactive panel and displays solutions	Clear Touch Interactive
Cloudflare	Delivery network services, DDoS mitigation, internet security, and distributed domain name server services	Cloudflare, Inc.
Commscope	High performance data cables, CATV, MATV, and fiber optic cables	CommScope Technologies, LLC
Conen Mounts	Height adjustable solutions for flat panel displays and interactive whiteboards	Tequipment, Inc.

ContentKeeper	Internet and network security products	ContentKeeper Technologies, LLC
Copernicus Educational Products	Furniture, library book storage, mobile carts, easels and other classroom products	Copernicus Educational Products
CrowdStrike	Cybersecurity services including managed endpoint detection, advanced threat detection, and next-gen antivirus	DLT Solutions
CTL	Chromebooks, carts, accessories, licenses, imaging, consoles and tagging	CTL Corporation
Custom Educational Furniture	Technology furniture	CEF
Da-Lite	Presentation products	Unistar-Sparco Computers, Inc.
DMSI	Fiber cable and connectors	En-Net Services, LLC
Eaton	Power distribution, protection, and infrastructure products	En-Net Services, LLC
EHP Solutions	Interactive and commercial-grade displays, monitors, and mobile stands	EHP Solutions
Epson America	Printers, projectors, scanners and accessories	Epson America, Inc.
Ergotron	Mounting and mobility products for monitors, laptops, tablets, flat panels and TVs	SYNNEX Corporation
FomCore	Foam-core furniture and custom shapes	FomCore
Forest Scientific Corporation	CNC routers, plasma cutters, mill and lathe machines and control upgrades	Forest Scientific Corporation
Fork Farms	Hydroponics growing unit	Tequipment, Inc.
Formlabs	3D printers	Tequipment, Inc.
Fortinet	Cyber security solutions and services	Fortinet, Inc.
FrontRow	Classroom amplification systems	FrontRow
Fujitsu - Scanners/Drives	Scanners, hard drives and optical drives	Fujitsu PFU America, Inc
Full Spectrum Laser	Laser cutter and printer	Tequipment, Inc.
Gaggle	Student safety management	Gaggle.Net, Inc.
Genetec	Access control products and video surveillance hardware and software	Genetec, Inc.
GoGuardian	Chromebook management and content filtering solutions	Go Guardian
Greene Manufacturing	School, computer and laboratory furniture	Greene Manufacturing, Inc.
Hann Manufacturing	Computer and lab furniture	Hann
Hatch	Computer learning center solutions and other early childhood education products	HATCH, Inc.
Hewlett Packard Enterprise (HPE)	Servers, storage systems, backup, networking, security, telecommunication products, software and related services	SYNNEX Corporation
HP - Computers	Desktops, laptops, tablets, software and related services	SYNNEX Corporation
HP - Printers/Imaging	Printers, scanners, multifunction devices, and supplies	SYNNEX Corporation
i3-Technologies	Interactive flat panel displays, collaborative video conferencing products, educational technology	i3-Technologies
iBenzer	Protective cases and accessories	iBenzer, Inc.
iBoss Web Filters	Internet content security appliances	iBoss
ICON Cloud Solutions	Hosted voice and notification services	Icon Cloud Solutions, LLC
Interior Concepts	Computer and classroom furniture	Interior Concepts
Intrado	Notification, collaboration, and life safety communication solutions	Global CTI
IPEVO	Document cameras and interactive whiteboards	IPEVO, Inc.
i-PRO Americas	Sensing solutions for security surveillance, public safety, and industrial/medical vision	i-PRO Americas Inc.
Ironwood Manufacturing	Technology furniture	Ironwood
Isonas	Panel-less IP access control	App-Techs Corporation
IXL Learning	Educational software	IXL Learning, Inc.
JACS Solutions	Mobility solutions including end devices, WiFi and LTE connectivity, and charging carts	SYNNEX Corporation
JLab	Headphones	Tequipment, Inc.
Kai's Clan	Codable robot	Tequipment, Inc.
Kajeet	Off campus education broadband solution for home	Kajeet
KIBO	Coding blocks robot and accessories	Tequipment, Inc.
KinectIQ	Wireless presentation systems	EHP Solutions
KnowBe4	Integrated security awareness training and simulated phishing platform	Global CTI
Kodak	Digital cameras, scanners and digitizing equipment	SYNNEX Corporation
Korg	Electronic musical instruments and recording equipment	Korg USA, Inc.
KUBO	Coding fundamentals robot using puzzle pieces	Tequipment, Inc.
Labdisc	Data logging device	Tequipment, Inc.
LastPass	Password management and security solutions	Unistar-Sparco Computers, Inc.
Lenovo US	End-user devices including hardware, software, peripherals and related services	Trafera, LLC

LENS	Automated lockdown and emergency notification system	Eastern DataComm, LLC
LG Electronics	TV/audio/video products, monitors, projectors, notebooks and optical media products	SYNNEX Corporation
Lightspeed Technologies	Classroom amplification systems	Lightspeed Technologies, Inc.
Linewize	Networking security and internet filtering products	BorderLAN, Inc.
lockncharge	Charging and transport solutions for storing laptop, tablet, Chromebook, iPad and other mobile devices	Trafera, LLC
Logitech	Computer, tablet and video collaboration products and accessories	Trafera, LLC
LTS Security	Video recorders, IP cameras and accessories	App-Techs Corporation
Lu Interactive	Audio video and motion detection system designed for active environments	Tequipment, Inc.
MAD-learn	Mobile App Development software program for education	Tequipment, Inc.
MakerBot	Desktop 3D printer	Tequipment, Inc.
Makey Makey	Invention kit to learn coding and physical computing	Tequipment, Inc.
Matter and Form	3D scanning devices	Tequipment, Inc.
Mayku	Desktop vacuum former that makes 3D molds in seconds	Tequipment, Inc.
Merge Labs	Augmented and virtual reality products	Tequipment, Inc.
MiEN Company	Technology and classroom furniture	MiEN Company
Mifram Security	Modular vehicle barrier systems and other branded products	Advanced Security Technologies, LLC
Milestone Systems	IP video management software	App-Techs Corporation
Mitel	Video conferencing, telephony and communication equipment	Mitel Business Systems, Inc.
Mobotix	Video surveillance cameras	App-Techs Corporation
Modular Robotics	Robot blocks	Tequipment, Inc.
National Public Seating	Educational, science, performing arts, office, cafeteria and presentation furniture	National Public Seating
Newline Interactive	Interactive flat panel displays and video conferencing products	Newline Interactive
Nile Global	Wired and wireless networking as-a-service	Nile Global Inc.
NOVA Solutions	Lecterns, computer and classroom furniture, collaboration and multi-purpose tables	Nova Solutions, Inc.
NutKase Accessories USA	Protective cases and accessories for Chromebooks, iPads, and mobile devices	NutKase Accessories USA LLC
Oklahoma Sound	Technology, presentation and storage furniture	National Public Seating
OneScreen	Collaboration and video conferencing solutions	Clary Icon
Oracle America	Relational database management systems, servers and storage products	Mythics, Inc.
Osmo	AR tablet education games that merges physical play pieces with the digital real-time feedback	Tequipment, Inc.
Owl Labs	Smart video conferencing cameras	SYNNEX Corporation
Ozobot	Coding blocks robot and accessories	Tequipment, Inc.
Palo Alto	Next-generation firewalls and security software	SYNNEX Corporation
Panasonic Corporation	Hardware, software, related services and other branded products	SYNNEX Corporation
Paragon Furniture	Technology furniture	Paragon Furniture, Inc.
Pathway Innovation and Technologies	Cameras, transparent writing glass, software and accessories including eGlass and Hovercam	Pathway Innovations Inc.
PCS Revenue Control Systems	Food service management solutions	PCS Revenue Control Systems, Inc.
Piper	Electronic kit to complete physical computing projects	Tequipment, Inc.
pi-top	Build-it-yourself laptops, computers, software, and management systems	Tequipment, Inc.
Poly	Headsets, telephony devices and video conferencing equipment	SYNNEX Corporation
PowerSchool	Student information systems, learning management and administrative software	PowerSchool Group LLC
ProLift	Motorized height adjustable cart, wall mount, and floor stands	EHP Solutions
Promethean	Interactive whiteboards and classroom technology solutions	Promethean, Inc.
QOMO HiteVision	Document cameras, monitors, digital signage, interactive boards, media carts, etc.	Qomo HiteVision, LLC
Radio Engineering Industries	Mobile video surveillance solution	Radio Engineering Industries, Inc.
Rauland-Borg	Communication systems	Rauland-Borg Corporation
Red Hat	Open source enterprise operating system software	Emergent 360
Regout Balance Systems	Non-motorized (BalanceBox) and motorized (eBox) height adjustable cart and wall mounts	EHP Solutions
RingCentral	Cloud communications and collaboration solutions	RingCentral
Robotis	Educational robots and kits	Tequipment, Inc.
Roland DGA	Scanners, thermal and wide format printers, vinyl cutters, small desktop CNC mills and engravers	Roland DGA
Ruckus Wireless	Wireless networking products	SYNNEX Corporation
Rugged Protection	Student series iPad and tablet cases, chromebook cases and MFI wired keyboards	Rugged Protection, LLC

SAFARI Montage	Multimedia distribution systems	SAFARI Montage
SAM Labs	Programmed building blocks to create and code robots	Tequipment, Inc.
Samsara	Wireless sensor solutions for energy monitoring and fleet management	Emergent 360
Samsung - Consumer Products	Consumer grade digital cameras, camcorders, TVs, Blu-Ray/DVD players, theatre/audio, wearable technology and LED lighting	Unistar-Sparco Computers, Inc.
Samsung - Enterprise Products	Displays, large format displays, notebooks, tablets, chromebooks, memory and storage	Unistar-Sparco Computers, Inc.
Samsung - Telecommunications	Business telephones and data networking	Unistar-Sparco Computers, Inc.
Sapling Company	Wireless and synchronized clock systems	Sapling Company
Sharp - Copiers	Copiers, fax, multi-function printers and micrographic products	Sharp Electronics Corporation
Sharp - Professional Displays/Monitors	Professional displays/monitors	Sharp Electronics Corporation
Shuttle Furniture	Computer and classroom furniture	ShuttleSystem
Sielox	Crisis lockdown alert status systems	Sielox, LLC
SMART Technologies	Interactive whiteboards and classroom technology solutions	SMART Technologies Corporation
SMARTdesks	Classroom and technology furniture	Smartdesks
SoftBank Robotics	Workplace health and safety robotic solutions	Canon U.S.A., Inc.
SonicWall	Network security products	Sonicwall, Inc.
Squishy Circuits	Basic electrical circuits kits using conductive and insulating play dough	Tequipment, Inc.
STEM Fuse	STEM curricula	Tequipment, Inc.
Strategic Solutions	Records management software and services	SC Strategic Solutions
TabletKiosk	Windows and Linux compatible tablet PCs	TabletKiosk
Targus Group International	Computer carrying cases and accessories	Unistar-Sparco Computers, Inc.
TCP Software	Automated time and attendance, and scheduling/substitute management including TimeClock Plus	Data Management, Inc.
TeachLogic	Wireless microphones and audio systems	TeachLogic LLC
Telecor	Intercom, public address, and master clock systems	Telecor, Inc.
Teq iBlocks	STEAM project based curriculum	Tequipment, Inc.
Teq Online PD	Online professional development for technology instruction integration	Tequipment, Inc.
ThreeSixty	Intercom, paging, mass notification and IP telephone systems	ThreeSixty, Inc.
TouchView Interactive	Interactive displays	TouchView Interactive
Tripp Lite	Power protection products	En-Net Services, LLC
Ubiquiti	Wireless network solutions	Connection
UBTECH	Enterprise service robots, disinfection robotic systems and STEM skill-building robots	Tequipment, Inc.
Ultimaker	3D printers	Tequipment, Inc.
Universal Laser Systems	Laser engraver/cutters	Forest Scientific Corporation
Universal Seating	Food court furniture and digital signage	Universal Seating Company
UZBL	Protective cases and accessories for portable devices	Trafera, LLC
Veative	Virtual Reality headset with educational interactive lesson content	Tequipment, Inc.
Verkada	Cloud-based video surveillance systems	Verkada, Inc.
Vertiv	Power, thermal, and infrastructure management solutions	ePlus Technology, Inc.
Vicon Industries	Video surveillance equipment and software	Vicon Industries, Inc.
ViewSonic	Displays, projectors, handhelds and presentation accessories	ViewSonic Corporation
Visioneer	Scanners	Unistar-Sparco Computers, Inc.
Visiplex	Wireless voice paging and data messaging systems for emergency communication, mass notification, public address and intercom	Eastern DataComm, LLC
Vivacity Tech	Mobile device deployment and storage solutions	Vivacity Tech PBC
Vivitek	Projectors, interactive displays, wireless presentation products, and digital signage	EHP Solutions
WatchGuard	Web security products	SYNNEX Corporation
WilsonPro	Cell phone signal boosters and accessories	Eastern DataComm, LLC
Wisconsin Bench	Computer and classroom furniture	WB Manufacturing LLC
WiseJet	Wireless extenders	EHP Solutions
Wonder Workshop	K-8 educational robots and coding	Tequipment, Inc.
Xerox Corporation - Copiers	Copiers, multifunction devices, production systems and software	Xerox Corporation
Yealink	Video and voice conferencing systems and hardware	Global CTI
Zebra Technologies	Barcode printing and RTLS technology products	En-Net Services, LLC
Zonar Systems	Electronic fleet management hardware and software	Zonar Systems, Inc.
zSpace	Desktop virtual reality software products	zSpace, Inc.
Zultys	Phone systems and unified communication products	Zultys, inc.

Proof of Publication

THE BAKERSFIELD CALIFORNIAN
3700 PEGASUS DR STE 100
BAKERSFIELD, CA 93308

Ad Number: 96887 PO #: 2
Edition: CALC Run Times
Class Code LEGAL NOTICES

Start Date 09/01/2022 Stop Date 09/08/2022

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630 SAN RAMON VALLEY BLVD SUIT
DANVILLE CA 94526
US

Billing Lines 37.00 Inches 3.7274984
Total Cost \$ 660.42 Account 100468
Billing EPYLON CORPORATION
Address 630 SAN RAMON VALLEY BLVD SUIT
DANVILLE CA 94526
US

STATE OF CALIFORNIA
COUNTY OF KERN

Solicitor I.D.: 0

I AM A CITIZEN OF THE UNITED STATES AND A RESIDENT OF THE COUNTY AFORESAID: I AM OVER THE AGE OF EIGHTEEN YEARS, AND NOT A PARTY OR INTERESTED IN THE ABOVE ENTITLED MATTER. I AM THE ASSISTANT PRINCIPAL CLERK OF THE PRINTER OF THE BAKERSFIELD CALIFORNIAN, A NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED DAILY IN THE CITY OF BAKERSFIELD COUNTY OF KERN,

First Text
KERN COUNTY SUPERINTENDEN

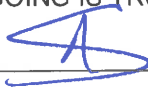
Ad Number 96887

AND WHICH NEWSPAPER HAS BEEN ADJUDGED A NEWSPAPER OF GENERAL CIRCULATION BY THE SUPERIOR COURT OF THE COUNTY OF KERN, STATE OF CALIFORNIA, UNDER DATE OF FEBRUARY 5, 1952, CASE NUMBER 57610; THAT THE NOTICE, OF WHICH THE ANNEXED IS A PRINTED COPY, HAS BEEN PUBLISHED IN EACH REGULAR AND ENTIRE ISSUE OF SAID NEWSPAPER AND NOT IN ANY SUPPLEMENT THEREOF ON THE FOLLOWING DATES, TO WIT:

09/01/2022 09/08/2022

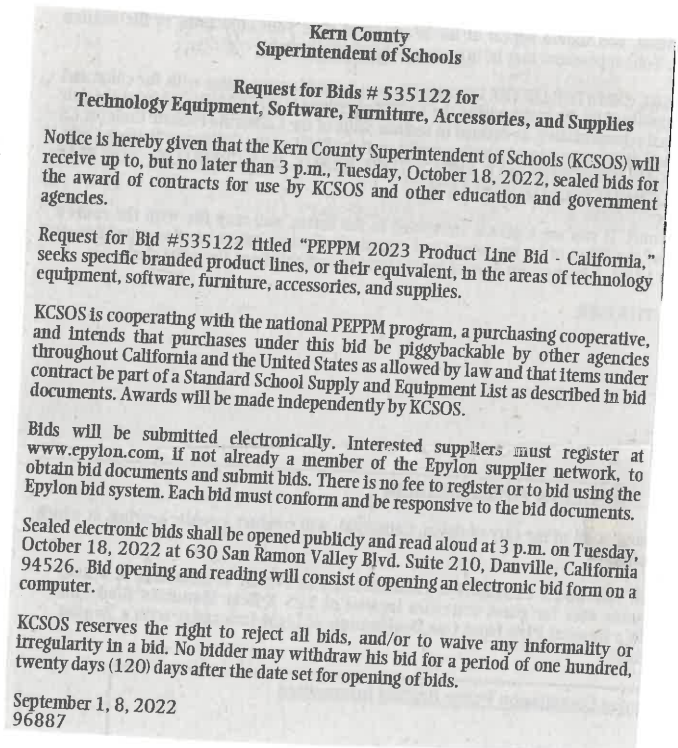
ALL IN YEAR 2022

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.



DATED AT BAKERSFIELD CALIFORNIA

9.8.2022





Kern County Superintendent of Schools

Request for Bids

PEPPM 2023 Product Line Bid – California

Electronic Bid # 535122

Bid Due Date: Tuesday, October 18, 2022, 3:00 p.m. Pacific Time

Kern County Superintendent of Schools, in cooperation with the PEPPM cooperative purchasing program, seeks sealed, competitive bids for technology products, including equipment, software, services, supplies, and other items.

I Introduction and Overview

I.1 Bid Title

PEPPM 2023 Product Line Bid – California

I.2 Electronic Bid Number

The applicable electronic bid form is numbered 535122.

I.3 Organization of Terms and Conditions

- I [Introduction and Overview](#)
- II [Bid Document Definitions and Interpretations](#)
- III [Legal Authority and Eligible Buying Agencies](#)
- IV [PEPPM Fees](#)
- V [Bidder Qualifications](#)
- VI [Product Specifications](#)
- VII [Ordering Procedures and Requirements](#)
- VIII [Pricing Specifications](#)
- IX [Bid Procedures and Directions](#)
- X [Bid Evaluation and Award Process](#)
- XI [Uniform Guidance Requirements](#)
- XII [Post-Award Requirements](#)
- XIII [Other Terms and Conditions](#)

I.4 Bid Scope

This is a Request for Bids (RFB) for lines of branded technology products and services. Such branded lines of technology products and services are referred to herein, each as a “Product” and collectively, as “Products.” Products include, but are not limited to, computers, tablets, networking and telecommunications equipment, cloud services, printers, peripherals, cameras, software, televisions, storage products, student management systems, audio-visual equipment, furniture, copiers, multifunction copy/print devices, and other electronics, services, items, goods, equipment, and supplies, whether tangible or intangible, for which bids are requested.

I.5 Bidding Agency

Kern County Superintendent of Schools (KCSOS)
1300 17th Street
Bakersfield, California 93301

I.6 The Cooperative

PEPPM has a proven record of serving school districts and other public agencies across all the United States with cooperative purchasing Contracts competitively bid under the high standards expected for public-sector procurement. The PEPPM cooperative purchasing program helps schools and other public agencies drive down the cost of acquisition and derive the best value for their technology investments.

I.7 Bid Due Date

All bids must be received electronically by 3:00 p.m. PT, Tuesday, October 18, 2022 PT, (the “Bid Due Date”).

The Agency may extend the Bid Due Date and time at any time in advance of the Bid Due Date by issuing an addendum to this Request for Bids.

I.8 Bid Opening

Bids will be opened and publicly read at 3 p.m. PT, Tuesday, October 18, 2022, (the “Bid Opening Date”), at 630 San Ramon Valley Boulevard, Suite 210, Danville, California 94526.

I.9 Prebid Meetings

No Prebid meeting will be held for this RFB.

I.10 Other Important Dates

- | | |
|--|--------------------|
| • Consideration of Exceptions Due Date | September 2, 2022 |
| • Submission of Questions Due Date | September 30, 2022 |
| • Tentative Agency Contract Signing | November 18, 2022 |
| • Contract Start Date | January 1, 2023 |

I.11 Advertising and Legal Notice of the Request for Bids

The Agency’s minimum legal advertising requirements are met with legal notices in the Bakersfield Californian, a newspaper of general circulation in the county where the Agency is located.

I.12 Contract Term

The initial term of the awarded Contracts shall begin on January 1, 2023, following the signing of an award resolution by KCSOS. The Contract shall continue through December 31, 2025, unless terminated, canceled, or extended.

II Bid Document Definitions and Interpretations [\(Return to Top\)](#)

II.1 Captions

The captions appearing at the beginning of each section or subsection of the Contract Documents are for reference and convenience only and shall be disregarded whenever an interpretation of the Contract Documents is required.

II.2 Capitalized Terms

Unless the context otherwise requires, capitalized terms used but not otherwise defined in the Contract Documents shall have the respective meanings specified in these Terms and Conditions.

II.3 Use of Pronouns

For the Contract Documents, one gender shall include any other gender, and the singular shall include the plural, and all rights granted and received shall be joint and several, as the case may be.

II.4 Provisions Required by Law

Each provision of law and any clause required by any federal, state, or local law to be in the Contract or Purchase Order will be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party the Contract or Purchase Order will immediately be physically amended to make such insertion or correction.

II.5 Christian Doctrine

Any clause required by rule or regulation not included in this Request for Bids, the Contract or Purchase Order will be read as if in this Request for Bids, the Contract, or Purchase Order, as applicable, whether or not physically included.

II.6 Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Agency and Eligible Entities. Agency and Eligible Entities reserve the right to obtain equal or similar Products from another source.

II.7 Definition of "Agency"

"Agency" shall mean the Kern County Superintendent of Schools (KCSOS).

II.8 Definition of "Agreement"

"Agreement" shall mean the Awarded Vendor Agreement between Agency and the Awarded Vendor.

II.9 Definition of "Authorized Reseller"

The term "Authorized Reseller" shall mean a firm, company, individual, business, partnership, or joint venture, such as dealers, distributors, value-added resellers, etc. that have been designated by the Awarded Vendor to help fulfill the Contract for one or more specific PEPPM awards held by the Awarded Vendor. Authorized Reseller responsibilities may include, but are not limited to, marketing activities, providing ancillary services, sales, receipt of orders, fulfillment of orders, invoicing, receipt of payment

and paying PEPPM Transaction Fees as determined by the Awarded Vendor. By way of clarification, an Authorized Reseller as used in this RFB is intended to mean such entity, as described above, who is named in writing as an Authorized Reseller by the Awarded Vendor for purposes of assisting such Awarded Vendor with sales under the contract between the Agency and the Awarded Vendor, and is not intended to mean an Awarded Vendor's authorized reseller that was awarded the product line and accepts orders for itself as an Awarded Vendor resulting from bidding this RFB.

II.10 Definition of "Awarded Vendor"

"Awarded Vendor" is the Bidder declared by the Agency to be the lowest, responsive, responsible Bidder to whom the KCSOS has awarded a Contract.

II.11 Definition of "Bidder"

"Bidder" is any firm, company, individual, business, partnership, joint venture, or other entity which has completed and submitted a response to this Request for Bids.

II.12 Definition of "Clarification"

"Clarification" means communication with a Bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Bidder's bid. It is achieved by explanation or substantiation, either in response to an inquiry by the Agency or as initiated by the Bidder. Clarification does not allow the Bidder to revise or modify its bid, except if correction of the minor irregularity, informality, or apparent clerical mistakes results in a revision.

II.13 Definitions of "Contract Documents," "Contract," and "Purchase Order"

Contract Documents Between Agency and Awarded Vendor. As between the Agency and Awarded Vendor, the "Contract Documents" consist of this Request for Bids, its Terms and Conditions, any applicable state-specific terms and conditions, all information incorporated into the electronic bid form by Agency or Bidder, the Bidder's responses to Questions, the Bidder's PEPPM Bid Quote Sheet, the Bidder's pricing spreadsheet, the Bidder's PEPPM State Selection Form, the Bidder's Ancillary Services Form, the Agreement, all other attachments and exhibits to the Request for Bids, all addenda to the Request for Bids issued before the Bid Opening Date, and all subsequent written amendments to the Agreement (e.g., adding state-specific terms and conditions). The Contract Documents form the "Contract" between Agency and the Awarded Vendor during the Contract term and any authorized extensions.

Contract Documents Between Awarded Vendor and Eligible Entity. As between an Eligible Entity and an Awarded Vendor, the "Contract Documents" shall include, in addition to the Contract Documents listed above between Agency and Awarded Vendor, the Purchase Order or any PEPPM Mini-Bid Contract issued by the Eligible Entity (including any order-level terms specific to options selected by the Eligible Entity, but excluding any pre-printed terms and conditions on such Purchase Order in conflict with the Contract Documents), the Awarded Vendor's performance, payment and maintenance bonds (if applicable), lease financing documents (if applicable), maintenance service agreement (if applicable), end-user license agreements (if applicable), third party service order forms (if applicable), service level agreements (if applicable), Cloud computing and storage services order form and service level agreement with the Cloud services provider (if applicable), the Prevailing Wage rate determination (if applicable), and any state-specific terms and conditions that are part of the Contract Documents, and all subsequent written amendments to the Purchase Order or PEPPM Mini-Bid Contract, and shall form the "Contract" between the LEA and Awarded Vendor, which Contract is referred to in these Terms and Conditions as the "Purchase Order." "Purchase Order" may also include a mutually agreeable

Statement of Work executed between the Eligible Entity and an Awarded Vendor, and a mutually agreeable data protection agreement.

II.14 Definition of “Cooperative Procurement Code”

The term "Cooperative Procurement Code" shall have the meaning outlined in Section III.2 of these Terms and Conditions.

II.15 Definition of “Effective Date”

The “Effective Date” of a Purchase Order is the date on which the Awarded Vendor receives a Purchase Order that has been executed by the Eligible Entity and has all approvals required by the Eligible Entity. For the avoidance of doubt, the Effective Date of a Purchase Order for purchases under the E-rate Program is the date on which the Awarded Vendor receives a PEPPM Mini-Bid Contract that has been executed by the Eligible Entity and has all approvals required by the Eligible Entity.

II.16 Definition of “Eligible Entity”

“Eligible Entity” means an LEA or other Eligible Organizations that qualify to be buyers. Several sections provide a detailed description of “Eligible Entities” [starting here](#). Notwithstanding the foregoing, “Eligible Entity” means any “public procurement unit” or “external procurement activity” as those terms are defined in the Cooperative Procurement Code.

II.17 Definition of “eCommerce Consultant”

The "eCommerce Consultant" is a private purchasing services company engaged by Agency to help facilitate the bid process and provide a multitude of services including bid document development, consulting, eCommerce, marketing, order management, and accounting services. The eCommerce Consultant may change during the Contract.

II.18 Definition of “eCommerce Merchant Agreement”

The term "eCommerce Merchant Agreement" is the document attached to the electronic bid form governing the eCommerce Consultant's services and software integral to the PEPPM program.

II.19 Definition of “Epylon”

“Epylon” shall mean Epylon Corporation, the current eCommerce Consultant with an address of 630 San Ramon Valley Boulevard, Suite 210, Danville, California, 94526.

II.20 Definition of “LEA”

The term “Local Educational Agency” or “[LEA](#)” is defined [elsewhere](#) in the Terms and Conditions.

II.21 Definition of “Non-Responsive”

Any bid that does not reasonably and substantially conform to the mandatory or essential terms, conditions or specified requirements for this solicitation shall be considered non-responsive. Bids determined to be non-responsive will not be considered for an award.

II.22 Definition of “PEPPM”

PEPPM (pronounced *PEP-um*) is a national cooperative purchasing program specializing in technology-related Products administered by the Central Susquehanna Intermediate Unit.

II.23 Definition of “Product” or “Products”

The terms “Product” and “Products,” means any items, goods, supplies, equipment, or ancillary services thereto.

II.24 Definition of “Responsible Bidder”

A responsible Bidder is a vendor that has submitted a responsive bid and one that possesses the capability and qualifications to perform the Contract requirements fully, plus the financial strength, integrity, and reliability to assure good-faith performance. Agency must determine a Bidder to be responsible before awarding a Contract to Bidder.

II.25 Definition of “Responsive Bid”

A responsive bid is a bid, which reasonably and substantially conforms to the mandatory or essential terms, conditions, and specified requirements for this solicitation. Bids must be responsive to receive award consideration.

II.26 Definition of “Punchout”

The term “Punchout” is a website technology term for the functionality that allows one website to pass credentials to another site, enabling a user to access uniquely scoped or protected content and interactive functions.

II.27 Definition of “Transaction Fee”

"Transaction Fee" is that fee paid, in USD, by an Awarded Vendor on the net dollar amount of invoiced Products and ancillary services sold under a PEPPM contract. “Transaction Fee” is more fully defined [elsewhere](#) in the Terms and Conditions.

II.28 Definition of “Sales Reconciliation Report”

"Sales Reconciliation Report" is that report submitted twice yearly by Awarded Vendors and Awarded Resellers to the Agency on the official PEPPM template provided.

III Legal Authority and Eligible Buying Agencies [\(Return to Top\)](#)

III.1 Agency Role in California

Agency is an elected county superintendent of schools, an office established by Article IX of the California Constitution. The current office holder is Mary C. Barlow, empowered with authority to award and enter into contracts.

III.2 Authority for Bidding and Contracting

The PEPPM cooperative purchasing program was originally established in 1982. It is a national cooperative purchasing program administered by the Central Susquehanna Intermediate Unit, a political subdivision of Pennsylvania, which is cooperating with the Kern County Superintendent of Schools.

Exercising powers under Article IX of the California Constitution, the Kern County Superintendent of Schools solicits bids for LEAs under Constitutional authority and California statutes.

Agency also claims bidding authority for bidding and use of its cooperative purchasing Contracts under the California Public Contract Code, the Education Code, and the Government Code.

All public agencies are authorized by law to purchase off a contract awarded by an agency that has itself gone to bid, including all K-12 schools districts, community college districts, special districts and JPAs serving education, pursuant to California Public Contract Code Sections 20118 and 20652. Using these statutes, the Kern County Superintendent of Schools hereby declares its intent and authorization to make all Contracts awarded under this RFB "piggybackable" by other LEAs.

The Agency waives any right to receive payment from other Eligible Entities agencies making purchases off the awarded Contracts and those agencies will make payment directly to the vendors. A partial, but not exclusive, list of eligible LEAs is listed as a PDF attachment to the Terms and Conditions Section and is titled "Partial List of Eligible Agencies."

Any legislative changes to Public Contract Codes 20118 and 20652 during the term of the contract(s) with Award Vendor(s) shall apply to the Contract(s) immediately when such changes become law.

The Kern County Superintendent of Schools also claims its authority to bid under the Education Code for the creation of a Standard School Supply and Equipment List.

KCSOS declares that items under Contract as a result of this Request for Bids will qualify as items to be included within its Standard School Supply and Equipment List. Because many county offices of education have banded together to create programs for the purpose of collectively creating a Standard School Supply & Equipment List and cooperative Contracts, the items solicited and awarded through this bid may also constitute a portion of an official Standard School Supply and Equipment List for other participating county offices of education and county superintendents of schools. Purchases by other county offices of education and school districts may be made, not only in accordance with Public Contracts Code 20118 and 20652, but also in accordance with Education Code 38110 and 38112 dealing with cooperatives and Standard School Supplies & Equipment.

Further Agency extends its Agreement for other public agencies to use Contracts arising out of this RFB under the authority of Government Code 6502 by mutually exercising powers common to the parties, whether in California or outside the state.

III.3 Local Educational Agencies (LEAs)

"Local Educational Agencies (LEAs)" means the following tax-exempt, nonprofit institutions and organizations (each an "LEA" and collectively "LEAs");

- Public school districts
- Area Vocational Technical Schools (AVTS units)
- Intermediate units, county offices of education, and county superintendents
- BOCES
- State-approved private schools
- Public libraries
- Nonpublic schools
- State-approved charter schools
- Community colleges
- Other organizations defined as "LEAs" under applicable law.

At a minimum, an Awarded Vendor must serve LEAs in California. At its option as designated on its State Selection Form, an Awarded Vendor may choose to serve LEAs in other states.

III.4 Other Eligible Organizations

"Eligible Organizations" means the following institutions and organizations whether residing inside or outside of the state of California, *subject to the Awarded Vendor's approval*:

- Tax-exempt, nonprofit colleges, and universities, other than community colleges which fall within the definition of LEAs

- Other tax-exempt, nonprofit educational institutions or organizations which do not fall within the definition of LEAs
- County governments, local municipalities, county/municipal/public authorities, and special districts
- State agencies
- Other political subdivisions
- Other tax-exempt, nonprofit public health institutions or organizations
- Other tax-exempt, nonprofit fire companies, rescue companies, or ambulance companies
- Other entities, including a council of governments or an area government, which expends public funds for the procurement of supplies, services, or construction
- Other organizations, institutions or entities permitted under applicable law to avail themselves of Agency Contracts

III.5 Eligible Entities

The LEAs and other Eligible Organizations are sometimes collectively referred to in this Request for Bids as, each an “Eligible Entity” and collectively the “Eligible Entities.” Unless approved by the Awarded Vendor, Eligible Entities do not include U.S. federal governmental entities.

III.6 Extending Contract Awards to Other States

Although this Request for Bids is tailored for all LEAs in California, the Agency intends to allow for “piggybacking” on Agency Contracts by Eligible Entities residing inside or outside of the state of California that wish to participate.

The Agency intends that the Contracts awarded under this Request for Bids be made available for use by LEAs and other Eligible Organizations in all 50 U.S. states, Washington D.C., and Puerto Rico, to the fullest extent permitted by law, as the same may be amended from time to time.

In addition to California LEAs, the Agency will make its contracts available to other Eligible Entities residing inside or outside of the state of California if they meet the following conditions:

- The Agency Contract meets the Eligible Entity's bidding requirements and is judged to be a good value
- The Awarded Vendor is willing to extend its PEPPM bid prices and Contract terms to the Eligible Entity
- The order is processed according to PEPPM ordering procedures

III.7 Extending Contract Award to LEAs in States Other Than California

Bidders must define their intention whether to sell to LEAs in states other than California, and whether to sell to other Eligible Organizations in California and other states by following PEPPM's [bid submission instructions](#), and submission of a State Selection Form. Awarded Vendors may amend their intentions from time to time during the term of their Contract by mutual agreement with the Agency.

III.8 Intergovernmental Agreement

By purchasing Products under a PEPPM-affiliated Contract or entering into a Purchase Order with an Awarded Vendor under a PEPPM-affiliated Contract, the Eligible Entity attests, affirms, acknowledges and agrees that:

- It is an organization eligible to participate in the PEPPM-affiliated Contract under the Cooperative Procurement Code
- It is bound by all the Terms and Conditions of the Contract applicable to the Eligible Entity including, without limitation, these Terms and Conditions, state-specific terms and conditions, and applicable law
- Under no circumstances shall any other Eligible Entity or the Agency be responsible for payments on account of said Eligible Entity's purchases, it being the intent that any such purchases shall constitute the separate agreement of Eligible Entity with the particular Awarded Vendor
- Agency may disclose non-specific aggregate Eligible Entity information (such as the geographic spread of participants and number and types of participants) to third parties

The Agency and Eligible Entity intend that Eligible Entity's purchase of Products under a Contract or entry into a Purchase Order with an Awarded Vendor, hereby bound by these Terms and Conditions, constitutes the necessary intergovernmental agreement between the Eligible Entity and Agency to satisfy the Cooperative Procurement Code requirements and any requirements for an interlocal agreement under the applicable procurement code of the Eligible Entity's state. No additional agreement is required. If, however, the Eligible Entity requests that the Agency execute a separate interlocal agreement, Agency will do so, provided such interlocal agreement is in form and substance acceptable to Agency.

III.9 Compliance with Laws and Specific Terms and Conditions

Awarded Vendor shall comply with any and all laws, whether local, state, federal or otherwise, applicable to it in its provision of any of the Products or ancillary services to be provided under the Contract. It shall be the Awarded Vendor's responsibility to determine the applicability and requirements of any such laws and abide by them.

Eligible Entities in states outside of California may have further requirements or conditions listed with this bid that clarifies the ability of LEAs or other Eligible Entities to piggyback other state or cooperative procurement contracts like those under the PEPPM program. State-specific terms and conditions may be listed in an addendum to this Request for Bids and pertain only to the individual states listed. The inclusion or absence of any state-specific terms and conditions should not be construed as tacit approval by the state for purchases through the PEPPM cooperative purchasing program. Adherence to the state-specific terms and conditions listed only applies if a Bidder has agreed to extend its PEPPM-affiliated Contract to LEAs (and other Eligible Entities, if applicable) in that specific state. Only Contracts held by Awarded Vendors willing to adhere to these additional state-specific terms and conditions will be listed as available in that state.

Other state-specific terms and conditions may be determined after the bid is awarded and added to the Contract via an amendment to the Awarded Vendor Agreement agreed upon by the Awarded Vendor and Agency, or added to an LEA's or other Eligible Entity's Purchase Order via an amendment agreed upon by the Awarded Vendor and LEA. The Awarded Vendor's Agreement to either of the foregoing amendments shall not be unreasonably withheld, conditioned, or delayed.

III.10 eCommerce Merchant Agreement

Awarded Vendors and Authorized Resellers will be bound to the eCommerce Merchant Agreement, which is attached to the electronic bid form.

III.11 Agency's Interest in a Contract Resulting from This RFB

NOTWITHSTANDING ITS OWN CONSUMPTION, TO THE EXTENT AGENCY ISSUES THIS REQUEST FOR BIDS AND ANY RESULTING CONTRACTS FOR THE USE OF ELIGIBLE ENTITIES, AGENCY'S INTERESTS AND LIABILITY FOR SAID USE OF THE CONTRACTS BY ELIGIBLE ENTITIES SHALL BE LIMITED TO THE COMPETITIVE BIDDING PROCESS PERFORMED RELATING TO SAID CONTRACT AND SHALL NOT EXTEND TO THE PRODUCTS, ANCILLARY SERVICES, OR WARRANTIES OF THE AWARDED VENDOR OR THE INTENDED OR UNINTENDED EFFECTS OF THE PRODUCTS AND ANCILLARY SERVICES PROCURED FROM IT.

IN NO EVENT SHALL AGENCY BE LIABLE TO ANY AWARDED VENDOR OR ELIGIBLE ENTITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, RELIANCE, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. ANY LIABILITY OF AGENCY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AND IN NO EVENT SHALL THE AGENCY BE LIABLE FOR DAMAGES IN EXCESS OF THE TRANSACTION FEE IT RECEIVES ON THE APPLICABLE TRANSACTION. ELIGIBLE ENTITIES AND AWARDED VENDORS ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE PEPPM PROGRAM AND RESULTING AGREEMENTS AND THE AGENCY WOULD NOT PROVIDE THE PEPPM PROGRAM OR ENTER INTO THE AGREEMENTS ABSENT SUCH LIMITATIONS.

III.12 New Laws; Change to Existing Laws

If a new law, rule, or regulation comes into effect; or there is a change in any existing law, rule or regulation; or there is a change in the interpretation of any applicable law, rule or regulation by any court of law or regulatory body; and such event makes performance by Agency or an Eligible Entity under the Contract or a Purchase Order illegal, impracticable, or impossible, the Agency or such Eligible Entity may at its option suspend performance under, or terminate, the Contract or such Purchase Order without further obligation to the Awarded Vendor or Authorized Reseller other than to pay any amounts owed through the date of suspension or termination for Products ordered and received, if any.

III.13 Applicability of E-Rate Provisions

Provisions related to E-rate in these Terms and Conditions are not applicable to an Awarded Vendor if no E-rate Form 470 has been filed in conjunction with the publication of the RFB.

For this RFB, no form 470 has been filed.

IV PEPPM Fees [\(Return to Top\)](#)

IV.1 PEPPM Bid Evaluation Fee

There are no bid evaluation fees for a Bidder submitting a bid to KCSOS in California.

IV.2 PEPPM Bid Award Fee

Successful Bidders will NOT be charged any award or set-up fees in connection with an award in California.

IV.3 No Bid Registration Fees

No registration fee will be collected for a Bidder to register or read Terms and Conditions.

IV.4 Transaction Fees

Awarded Vendors shall be required to pay a cooperative program Transaction Fee for all purchases by Eligible Entities made through the awarded Contracts. The Transaction Fee shall be 1.75 percent of "Net Sales," which means gross sales of Products and ancillary services less returns and canceled orders within thirty (30) days, shipping, and other taxes (excluding taxes based on net income). This applies to all orders, regardless of the method used to submit the order, the quantity of Products or ancillary services, or the dollar amount of the order.

The eCommerce Consultant will collect the cooperative program Transaction Fee on behalf of Agency.

The Transaction Fee described here is the same as the agreed-upon eCommerce Consultant Marketing Fee contemplated by Section 7 of the Epylon eCommerce Merchant Agreement. The Agency Transaction Fee replaces and supersedes any requirement for higher fees in the eCommerce Merchant Agreement.

Authorized Resellers will be responsible for paying the Transaction Fee for Authorized Resellers' transactions unless the Awarded Vendor notifies the eCommerce Consultant of its intent to pay the Transaction Fee on behalf of their Authorized Resellers. Awarded Vendors shall remain responsible for paying the Transaction Fee on behalf of its Authorized Resellers if the Authorized Reseller fails to remit the Transaction Fee. By way of clarification, the immediately preceding sentence does not apply to an Awarded Vendor's Authorized Reseller where such Authorized Reseller is itself an Awarded Vendor for a different Product Line and is selling to the Eligible Entity in its capacity as an Awarded Vendor for such different Product Line.

Transaction Fees publicly disclosed here will not be charged to or paid by the Eligible Entities themselves but are an Awarded Vendor's cost of doing business. Awarded Vendor or its Authorized Resellers shall not include any additional itemized amount corresponding to the Transaction Fees in the bid responses, awarded Contract prices, or any other quote including E-rate mini-bids to Eligible Entities.

Failure to pay Transaction Fees within thirty (30) days of an order may result in suspension or termination of the Awarded Vendor's Contract whether sales were processed directly by the Awarded Vendor or its Authorized Resellers. The Awarded Vendor shall reimburse the Agency for any costs and expenses (including, without limitation, attorney's fees) arising out of any claims or actions taken on behalf of the Agency to collect any unpaid Transaction Fees.

IV.5 Fees Related to CMAS Conversions

Any vendor using this Contract to obtain a separate California Multiple Awards Schedule (CMAS) contract from the state of California is responsible for paying both the CMAS fee and the 1.75 percent Transaction Fee described in this section for all orders submitted through the CMAS program. Any vendor using this Contract, and its copyrighted language to obtain a separate CMAS contract must provide a quarterly report to PEPPM detailing the dollar amount of its sales under the CMAS contract. Based on the report, the CMAS contractor will be billed the PEPPM Transaction Fee. Public records from CMAS may be used to verify amounts listed in the contractor's report.

IV.6 Fees in Nonconforming Jurisdictions

Notwithstanding Section IV.4, no Transaction Fee is authorized to be collected or charged to Awarded Vendors for sales within any jurisdiction where prohibited by law or local-government policy. Instead, the cost of Products, services, licenses, and goods sold under this Contract in such jurisdictions

shall be the same as for LEAs in all other counties of California. However, any Eligible Entity using this Contract where Section IV.4 fees are not permitted shall be required to pay directly an additional 1.75 percent fee for use of the Contract, imposed by KCSOS on the authority of Public Contract Code 20118, which allows KCSOS to charge reasonable costs to the public corporation or Eligible Entity for furnishing the services incidental to the purchase of items under Contract.

IV.7 Maintenance

In many instances, an Eligible Entity issuing Purchase Order under a PEPPM-affiliated Contract may consent to a related ongoing service, a maintenance plan, data storage, subscription, renewal, change order, voice plan, upgrade, or similar conveyance. In practice these purchases may be covered by a blanket Purchase Order and billed in installments. Sometimes they are covered by agreements that cross fiscal years.

These ongoing serial procurements, change orders, and subscriptions are subject to bid protection when the Eligible Agency establishes an original nexus to the PEPPM-affiliated Contract. As such, these purchases are also subject to the Transaction Fee described in Section IV.4.

IV.8 Cost of Bid Preparation

The Agency will not reimburse Bidders for the cost of developing, presenting, or responding to this Request for Bids.

V Bidder Qualifications [\(Return to Top\)](#)

V.1 Declaration of Non-Collusion

Assuring that prices are arrived at independently and without collusion is so crucial that this RFB requires the Bidder to affirmatively and truthfully answer "Yes" to the non-collusion question in the Question Section of the electronic bid form. Otherwise, the bid may not be submitted to Agency.

By submitting a bid, the person named on the electronic bid form declares that he or she has authority to offer the prices bid and agrees that:

- The price(s) and amount of the bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, Bidder, or potential Bidder
- Neither the prices nor the amount of the bid, and neither the approximate prices nor the approximate amount of the bid have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of a complementary bid
- The bid of Bidder is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid
- Neither Bidder nor its affiliates, subsidiaries, officers, directors, or employees are under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion regarding bidding on any public contract except as set forth in a separate attachment to your bid; and
- The representations above are material and important. They will be relied on by the Agency in awarding the Contract(s) for which this bid is submitted. Any misstatement is and shall be

treated as fraudulent concealment from the Agency of the true facts relating to the submission of bids for this Contract

V.2 Suspension or Debarment

By submitting a bid, the Bidder certifies for itself and all its Authorized Resellers that, within the past five years, they have not been under suspension, debarment or otherwise lawfully precluded from participating in any public-sector procurement activity.

At any time after Bidder's submission and during the term of any Contracts or Purchase Orders, Agency and Eligible Entities may inquire whether any Bidder, Awarded Vendor or Authorized Reseller has been suspended or debarred or is otherwise lawfully precluded from participating in any public-sector procurement activity.

V.3 Overdue Tax Liabilities and Other Delinquent Obligations

The Bidder certifies by submission of its bid that it does not know of any overdue tax liabilities of Bidder or its intended Authorized Resellers or other delinquent obligations owed to Agency, including, but not limited to, unpaid Transaction Fees or other fees from previous contracts.

V.4 Notice of Any Changes

An Awarded Vendor must inform the Agency if it changes its address or become delinquent in taxes. Also, the Awarded Vendor must tell the Agency if another government agency suspends one of its Contracts or if another government agency debars it. All notices must be in writing and received by the Agency within fifteen (15) days of the change, delinquency, suspension, or debarment.

V.5 Americans With Disabilities Act

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 CFR § 35.101 et seq., the Awarded Vendor agrees that it shall not cause any individual with a disability to be excluded from participation in the Contract or Purchase Order or from activities provided for under the Contract or Purchase Order on the basis of the disability. As a condition of accepting any Contract or Purchase Order, the Awarded Vendor agrees to comply with the "General Prohibitions Against Discrimination," 28 CFR § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities relevant to the Contract or Purchase Order.

V.6 Covenant Against Contingent Fees

The Awarded Vendor warrants that, no person or selling agency has been employed or retained to solicit or secure the Contract or Purchase Order upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide Authorized Resellers maintained by the Awarded Vendor for the purpose of securing business. For breach or violation of this warranty, the Agency or Eligible Entity, as applicable, shall have the right to terminate the Contract or Purchase Order without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the amount of such commission, percentage, brokerage, or contingent fee.

V.7 Sole Source of Responsibility

Agency desires a "Sole Source of Responsibility" vendor, meaning the Awarded Vendor will take sole responsibility for the sale and delivery of the broadest scope of Products across the largest possible geographic area, and to the largest possible cross-section of Eligible Entities.

Having status as the “Sole Source of Responsibility,” an Awarded Vendor may establish relationships with Authorized Resellers to execute its contractual duties. The Awarded Vendor assumes all responsibility for the Products and ancillary services provided by its Authorized Reseller, the actions of its Authorized Reseller, and Transaction Fees of any Authorized Reseller. By way of clarification, the immediately preceding sentence does not apply to an Awarded Vendor’s Authorized Reseller where such Authorized Reseller is itself an Awarded Vendor for a different Product Line and is selling to the Eligible Entity as an Awarded Vendor for such different Product Line.

V.8 Authorization for Resellers

Vendors who are awarded a Contract for a specific Product Line may establish Authorized Resellers to offer and sell Products to Eligible Entities. Awarded Vendors must ensure that their Authorized Resellers sell any contracted Product and any ancillary services at or below bid pricing. They must also ensure that their resellers obey all Terms and Conditions of the Contract and corresponding Purchase Order and pay all Transaction Fees unless the Awarded Vendor has agreed to pay the Transaction Fees on the Authorized Reseller’s behalf.

If an Authorized Reseller does not pay its Transaction Fees, the Awarded Vendor becomes responsible for the payment of the Transaction Fees. The Awarded Vendor is responsible for maintaining the Ordering Instructions, which include the list of Authorized Resellers. Additional Authorized Resellers may be added after bid award subject to prior approval of the Agency.

Agency reserves the right to reject an Awarded Vendor’s proposed Authorized Reseller based on such Authorized Reseller’s unsatisfactory performance or behavior under past PEPPM contracts, including, without limitation, unsatisfactory performance, or behavior of an Authorized Reseller in connection with the PEPPM Mini-Bid process under past PEPPM contracts. Agency further reserves the right to require an Awarded Vendor to remove an Authorized Reseller from the Contract in its entirety, or from participating in the PEPPM Mini-Bid process, due to such Authorized Reseller’s unsatisfactory performance or behavior under the PEPPM-affiliated Contract, including, without limitation, unsatisfactory performance, or behavior of an Authorized Reseller in connection with any applicable PEPPM Mini-Bid process.

V.9 Bidder Profiling

By answering the questions in the Question Section, Bidders must give satisfactory evidence they:

- Maintain permanent places of business
- Have a legal source of supply to furnish the Products offered
- Will provide customer sales support and service to all LEAs and applicable Eligible Organizations
- Have relationships with LEAs for verification of customer satisfaction
- Can demonstrate an active sales network
- Will serve all selected LEAs and applicable Eligible Organizations

V.10 Historically Underutilized Businesses (HUBs)

To identify businesses owned by minorities, women or disabled veterans, the Agency requests any minority-owned, women-owned, or disabled-veteran-owned business to identify their status as such so that it can be made known to interested Eligible Entities. A HUB may identify itself in its answer to a HUB question in the Question Section.

V.11 Insurance

The Awarded Vendor must purchase and maintain insurance for the protection of claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any of the Awarded Vendor's employees for claims of damages due to injury or destruction of tangible property, including loss of use resulting therefrom, and from claims arising out of the performance of the Contract or Purchase Order or caused by negligent acts for which the Awarded Vendor is legally liable. The Awarded Vendor must maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an Eligible Entity at least \$1,000,000 per occurrence commercial general liability insurance (basic and umbrella coverage) covering the services and work contemplated by the Contract and Purchase Order.

The Awarded Vendor must purchase and maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an Eligible Entity automobile and truck liability coverage with a minimum combined single limit liability of \$300,000.

If requested by the Agency or an Eligible Entity, the Awarded Vendor must provide a certificate of insurance evidencing all required coverage with a provision that notice of cancellation shall be provided in accordance with policy provisions. All required insurance must be written on an occurrence basis and maintained with a carrier authorized to conduct business in the state of California or the state in which the Eligible Entity resides, having a minimum "excellent" rating of A.M. Best A-. The Agency and Eligible Entity shall be included as additional insureds as respects insurable liabilities assumed by Awarded Vendor under this Agreement on the Commercial General Liability policy of insurance required to be carried by Awarded Vendor under the Contract or Purchase Order.

The Awarded Vendor is required throughout the term of the Contract and through the term of any outstanding Purchase Orders to comply with the California worker's compensation laws and any such worker compensation acts from other states in which the Eligible Entity resides, and any supplements or amendments thereto, which may have been or may hereafter be passed.

V.12 Definitions Related to Vendor Integrity

For purposes of the sections numbered V.12 through V.23 only, the following definitions shall apply:

- "Confidential information" means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Agency or Eligible Entity
- "Consent" means written permission signed by a duly authorized officer or employee of the Agency or Eligible Entity, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Agency or Eligible Entity shall be deemed to have consented by virtue of execution of the Contract or Purchase Order, as applicable
- "Vendor" means Awarded Vendor or Authorized Reseller who may be an individual or entity that has entered into the Contract or a Purchase Order with an Eligible Entity, including directors, officers, partners, managers, key employees, and owners of more than a five percent interest
- "Financial interest" means: a) ownership of more than a five percent interest in any business; or b) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management
- "Gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind

V.13 Highest Standards of Integrity

The vendor shall maintain the highest standards of integrity in the performance of the Contract and Purchase Order and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Agency or any Eligible Entity.

V.14 Confidential Information

The vendor shall not disclose to others any confidential information gained by virtue of the Contract or Purchase Order.

V.15 Pecuniary Benefit

The vendor shall not, in connection with the Contract or any other agreement with the Agency or the Purchase Order or any other agreement with any Eligible Entity directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Agency or any Eligible Entity.

V.16 Giving Gratuities

The vendor shall not, in connection with the Contract, Purchase Order or any other agreement with the Agency or Eligible Entity, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Agency or Eligible Entity.

V.17 Accepting Gratuities

Except with the consent of the Agency or Eligible Entity, neither the vendor nor anyone in privity with the vendor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract or a Purchase Order except as provided therein.

V.18 Supplemental Financial Interests

Except with the consent of the Agency or Eligible Entity, the vendor shall not have a financial interest in any other vendor, designated partner, or supplier providing services, labor, or material on a project under a Contract or Purchase Order.

V.19 Notification of Violations

The vendor, upon being informed that any violation of these provisions (i.e., Sections V.12 through V.23) has occurred or may occur, shall immediately notify the Agency or Eligible Entity in writing.

V.20 Certification of Non-Violation

The vendor, by execution of the Agreement and Purchase Order and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that it has not violated any of these provisions (i.e., Sections V.12 through V.23).

V.21 Cooperation with Authorities

The vendor, upon the inquiry or request of the appropriate state official of any participating state or any of that official's agents or representatives, shall make promptly available for inspection, any information of any type or form relevant to the vendor's integrity or responsibility, as those terms are defined by relevant statutes, or regulations. Such information may include, but shall not be limited to, the vendor's business or financial records, documents or files of any type or form which must be disclosed pursuant to applicable law and refers to or concerns the Contract or Purchase Order. Such

information shall be retained by the vendor for a period of three years beyond the termination of the Contract or Purchase Order unless a longer period is otherwise provided by law. For example, E-rate rules require E-rate applicants and service providers to maintain all E-rate related documents including but not limited to procurement, billing, and communications, for a period of ten years from the last date to receive service in a particular funding year.

V.22 Rights and Remedies in the Event of Violation

For violation of any of the above provisions (i.e., Sections V.12 through V.23), the Agency or Eligible Entity may terminate the Contract, Purchase Order and any other agreement with the vendor, claim damages equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another vendor to complete performance hereunder, and debar and suspend the vendor from doing business with the Agency or Eligible Entity; provided that before any termination action under this Section, vendor shall be provided with written notice of the violation and thirty (30) days to cure the violation. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Agency or Eligible Entity may have under law, statute, regulation, or otherwise.

V.23 Right of Vendor Employee Rejection

LEAs that are school districts, nonpublic schools, charter schools, or public technology schools reserve the right to reject any person they deem unfit to be permitted on school grounds and in proximity to students. Upon written notice from the Eligible Entity or Agency, the Awarded Vendor shall have such persons performing services pursuant to the Purchase Order removed from the site immediately. The Eligible Entity's right to declare such person unfit shall not be limited to the required exclusion of such persons from federal and state laws legislated as child protective services.

V.24 Separation of Employer Responsibilities

It is understood that the Awarded Vendor, in performing services and providing Products pursuant to the Contract or any Purchase Order, is acting as an independent contractor and is not an agent, servant, partner, nor employee of Agency or Eligible Entity. The Awarded Vendor has control over the services and Products it delivers under the Contract and any Purchase Order and shall be solely responsible for its own federal, state, and local income taxes, salary, social security payments, and any other payments incurred by the Awarded Vendor in the performance of the Contract and any Purchase Order, and adhere to all necessary legal requirements governing employment. None of the benefits provided by Agency or Eligible Entities to their own employees, including but not limited to retirement benefits, workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance, are available from them to the Awarded Vendor and/or any of the Awarded Vendor's agents, servants, and employees. The Awarded Vendor has no authority under the Contract or any Purchase Order to assume or create any such obligation or responsibility, expressed or implied, on the behalf or in the name of Agency or Eligible Entities, or to bind Agency or Eligible Entities.

V.25 Nondiscrimination and Sexual Harassment

During the term of the Contract and any Purchase Order, the Awarded Vendor agrees as follows:

- In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any Purchase Order or any subcontract, the Awarded Vendor, designated partner or any person acting on behalf of the Awarded Vendor or designated partner shall not by reason of gender, race, creed, or color discriminate against any citizen of the

state within which the award is made who is qualified and available to perform the work to which the employment relates.

- Neither the Awarded Vendor nor any designated partner nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract or any Purchase Order on account of gender, race, creed, or color.
- The Awarded Vendor and any designated partners shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- The Awarded Vendor shall not discriminate by reason of gender, race, creed, or color against any designated partner or supplier qualified to perform the work to which the Contract relates.
- If the Agency or Eligible Entity have reason to suspect that the Awarded Vendor violated the Nondiscrimination/Sexual Harassment Clause, the Agency or Eligible Entity may request, and the Awarded Vendor shall promptly provide, applicable information to prove compliance. If the Awarded Vendor or any designated partner does not possess documents or records reflecting the information requested, it shall furnish such information on reporting forms supplied by the Agency, Eligible Entity, or appropriate departments of state government.
- The Awarded Vendor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract that specifically is undertaken to support the Contract or any Purchase Order so that such provisions will be binding upon each designated partner.
- The Agency or Eligible Entity may cancel or terminate the Contract or Purchase Order and all money due or to become due under the Purchase Order may be forfeited for violating the Terms and Conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Agency may proceed with debarment or suspension of that Awarded Vendor from the PEPPM program.

V.26 References and Past Performance

A Bidder must be responsible and capable of executing all duties to be covered under the Contract.

To evaluate a Bidder's qualifications to perform under the Contract, Agency will require the submission of three signed reference forms. Also, the Agency will consider performance of Bidder on previously awarded PEPPM contracts and Bidder's past conformance to bid terms and conditions, including submission of pricing updates, submission of Ordering Instructions, customer service, and payment of fees.

VI Product Specifications [\(Return to Top\)](#)

VI.1 Product Lines Sought

This RFB seeks formula pricing for technology and technology-related Products provided by reliable national manufacturers and service providers in specific brand-name categories. Each brand of Product Line named—and its corresponding description—are the specifications for the desired Products manufactured or offered under that named brand.

Each requested Product Line category is listed on a table within the electronic bid form. For convenience, the specified Product Lines are also listed within a bid announcement on the website at www.PEPPM.org/bids.

By law, equivalent product lines may be offered and will be duly considered, and no penalty shall result in evaluation of bids. If receiving a bid for an equivalent to the specification, AGENCY reserves the right

to request detailed specifications and samples, provided at Bidder's expense within three business days of request. Samples may be used, tested, opened, or destroyed in the process of establishing equivalency.

VI.2 New Products Provisions

Products offered by a Bidder and those sold by an Awarded Vendor or Authorized Reseller must be new and may not be refurbished.

Any serialized Products and licenses must feature new and unique serial numbers, unaltered from the manufacturing source.

Agency accepts that some manufacturers may use some recycled, incidental components meeting like-new standards.

Awarded Vendors must ensure that all Products sold contain the components parts and features meeting commercial standards for their awarded Product Lines. All components inside a Product must be manufacturer approved, unless otherwise noted, and subject to the full manufacturer's warranty.

Also, an Awarded Vendor must make sure that any Products offered or sold in response to this RFB are the same models indicated by their external label and source of manufacture.

VI.3 Necessary Supplies

Bidders are encouraged to include bid pricing for all related or necessary supplies required to use the Products within a Product Line category. A Bidder may use variable discounts or markups to address pricing variances among supplies, equipment, and services.

VI.4 Sale of Demonstration Products

Products that have never been sold or leased, but have been used for demonstration purposes may be sold under the Contract under three conditions:

- The price of the Product is further discounted below the PEPPM bid price
- The Eligible Entity has full knowledge of length of time the Product was in service
- A warranty policy is described

VI.5 Installation and Service

Any Products needing to be installed or any ancillary services rendered shall be provided in accordance with the manufacturer's instructions and in accordance with the schedule mutually agreed upon between Awarded Vendor and the Agency or Eligible Entity.

VI.6 New Technology and Product Additions

An Awarded Vendor may request to add newly invented Products, newly marketed Products, and other new Products for sale under its contracted Product Line category under the following conditions:

- The new Products fit within the Product Line's brand specifications
- A clear pricing formula was originally bid and applies to the new Products
- Substitute or replacement Products are equal to or superior to the original offerings
- No request is made to subvert competitive procurement procedures

The Agency may reject any requests for additions or replacement in its sole discretion—with or without cause.

VI.7 Replacement Parts

Through their supply sources, Awarded Vendors must be able to provide or sell replacement, component parts for Products during any warranty period and two years thereafter. Replacement parts may be the same or a functional equivalent. They may be provided by the manufacturer, a manufacturer's designated representative, or a maintenance service provider designated by an Eligible Entity, so long as such maintenance service provider is authorized by the Awarded Vendor.

An Awarded Vendor and Eligible Entity may enter into a maintenance service agreement with respect to the provision of repair parts.

VI.8 Proof of Supply

A Bidder must offer proof they have access to a legal and legitimate supply of goods for every category of Product Lines they are bidding. Awarded Vendors must not change this supply chain without notice and approval of the Agency.

Agency accepts that a manufacturer who is bidding has access to its own Products. Manufacturers may answer that it is its own supply source on the appropriate question on the electronic bid form.

All other Bidders—such as resellers, distributors, dealers, aggregators, and wholesalers—must submit a letter of authorization from a manufacturer. A separate letter is required for each Product Line being bid. A model letter for this purpose is included as an attachment on the electronic bid form. The components of the model letter include the following components and attributes:

- Dated within the bidding period
- Addressed specifically to PEPPM or the Agency
- Written on manufacturer's letterhead
- States that Bidder is authorized to sell the manufacturer's Products
- Describes the relationship between the manufacturer and the Bidder
- Indicates which states the Bidder is authorized to sell in
- Is signed by a management employee who represents they have the authority to sign the letter on behalf of the manufacturer
- The signatory identifies the contact information of a supervisor if the letter needs to be verified

VI.9 Alternative Evidence of Supply

If a manufacturer refuses to provide a proof-of-supply letter to a Bidder, that Bidder may attach alternative evidence of access to a legal supply of goods in their bidding categories. A generic letter from a wholesale distributor is not sufficient evidence. Acceptable alternative evidence can be a letter from a wholesale distributor that has the same information for each specific Product Line that would have come from manufacturers if available.

The Agency reserves the right to withdraw an award if a third party shows contractual or legal proof that an Awarded Vendor is prohibited from selling to Eligible Entities.

VI.10 Liens

All Products offered and sold shall be free from all liens.

VI.11 Licenses

Awarded Vendor (and its Authorized Resellers) shall maintain all federal, state, and local licenses, certifications, bonds, and permits applicable and required for operations in California and in all other states in which Awarded Vendor does business under the Contract.

VI.12 Standard Warranty

The Awarded Vendor who is not the manufacturer of the Product shall pass through to the Eligible Entity the manufacturer's warranty for each Product sold.

The Awarded Vendor warrants that, to its knowledge, all Products furnished under the authority of the Contract shall at the time of delivery be free and clear of any defects in material and workmanship and shall conform to the published specifications of the manufacturer of the Products. The manufacturer's warranty shall apply during the applicable warranty period.

Awarded Vendors selling laptops, personal computers, desktops, and servers must provide a standard manufacturer's warranty of at least one year. If the standard manufacturer's warranty is longer than one year, the longer warranty period will apply.

For each Product Line being bid, a Bidder must attach a manufacturer's warranty statement on the bid form or provide links to the applicable warranty, so that Eligible Entities will understand their warranty rights for the Products offered. The statement must also clarify any discrete responsibilities of the Awarded Vendor versus the manufacturer.

Awarded Vendors selling computers must maintain certifications that the manufacturers have about compatibility and compliance with up-to-date operating systems, and federal safety and communications guidelines.

VI.13 Onsite Warranty Service

Bidders offering personal computers and servers must have the capability, either directly or through the manufacturer or a manufacturer's representative, to perform onsite warranty service (warranty is defined as the standard provided by the manufacturer for the period of time indicated in the Contract). Awarded Vendors must perform warranty services at the Eligible Entity's site of the equipment needing such service when requested by the Eligible Entity. Eligible Entities are responsible for payment of onsite warranty services which do not fall within the scope of the manufacturer's standard warranty. Manufacturer's "depot service only" Products or "customer replaceable parts" are excluded from this requirement.

VI.14 Direct Relationships with Providers for Services Other Than Onsite Warranty Services

For Bidders offering personal computers, offsite warranty service locations may be a branch or satellite office of the Bidder or manufacturer service and support facilities, or facilities of some other third party whose relationship the Bidder will maintain to provide the services required within the scope of Contract. The Contract may be terminated for default if, at any point during the term of the Contract, the Awarded Vendor fails to maintain these relationships. These relationships may, but are not required to, infer ownership and/or franchise relationships. They only require that an ongoing affirmative business relationship exists. Agency reserves the right to inquire into the extent of these business relationships maintained, and listed herein, by the Bidder up to the extent that confidentiality is not compromised. The Awarded Vendor is ultimately responsible for the satisfactory and timely completion of all service requirements and activities and is under a duty to monitor all service performances of the service providers.

VI.15 Ancillary Services Related to Products

As part of their bids, Bidders may offer pricing for ancillary services advantageous or necessary for the planning, use, deployment, and maintenance of the Products they sell.

The provision of ancillary services is not a requirement for a bid to be responsive, except where a Bidder is required to provide such services at no additional cost under a contractual arrangement with its supplier or manufacturer.

However, the Agency will evaluate bids for the presence either a) an ancillary service spreadsheet form alongside each Product Line being bid or b) a statement the Bidder is not offering ancillary services. If awarded, any ancillary services offered will be part of the Contract and presumed bid-protected as allowed by law.

Such ancillary services may include, but are not limited to analysis and design, asset tagging, consulting, equipment configuration, heat mapping, cloud-based configuration, engineering, hard drive removal and retention, help desk support, image loading, installation, maintenance, training, and travel.

If offering ancillary services, a Bidder must submit a PEPPM Ancillary Services Form, quoting a discounted bid price compared to the vendor's standard rate card fees. Agency will use this form to evaluate and determine the bid price of any ancillary services offered. Stating prices "will be negotiated" is not acceptable; such offers will not be considered for inclusion in an award.

Bidders must submit a separate spreadsheet form for each respective Product Line being bid with an offer of ancillary services.

Bidders are cautioned to not lower per-unit Product purchase prices and offer above-market ancillary service prices. Agency staff will review the availability and reasonableness of ancillary services and prices in when evaluating bids.

For Awarded Vendors that offer ancillary services provided indirectly through an Authorized Reseller or designated service provider, the pricing for the services provided by the designated service provider must be at or below the prices provided by the Awarded Vendor as part of their bid.

Pricing that is based on "per-hour" rates or similar units does not determine final cost to the Eligible Entity—just the rate. If an Awarded Vendor has offered ancillary services in conjunction with the bid-awarded Contract Products it provides to the Eligible Entity, the Awarded Vendor and the Eligible Entity shall mutually agree upon the scope of the ancillary services to be provided at the PEPPM-discounted price.

In several jurisdictions Eligible Entities are required to pay Prevailing Wage for certain ancillary services. Bidders may include two sets, or side by side schedules, of ancillary service pricing with their bids—one for projects not subject to the payment of prevailing wages, and one for projects subject to the payment of prevailing wages.

VI.16 E-rate Program Mini-Bid Process and Compliance

Awarded Vendors for Product Lines eligible for discounts under the federal E-rate Program will comply with all requirements of the Universal Service Program of the Telecommunications Act of 1996, commonly referred to as the E-rate Program, as the same may be amended from time to time. These requirements include, but are not limited to, submitting the annual FCC Form 473 to USAC, providing

E-rate SPIN numbers for the Awarded Vendor and all Authorized Resellers to Agency for publication, adhering to the E-rate 10-year document retention requirement, and offering the “Lowest Corresponding Price” as defined in federal rules and regulations.

Further, because the E-rate Program defines the PEPPM Product Line Contracts as a ‘multi-award contract,’ LEAs must conduct a mini-bid procurement (a “PEPPM Mini-Bid”) prior to signing a contract (the “PEPPM Mini-Bid Contract”) and requesting E-rate discounts. The PEPPM Mini-Bid process consists of the following steps:

- LEA will draft a Product mini-bid list itemizing the Products and approximate quantities being sought to purchase.
- The Product mini-bid list may specify a particular manufacturer, but all Awarded Vendors or their Authorized Resellers that can provide equivalent Products under another PEPPM Product Line Contract may submit proposals for consideration. Equivalent is defined as a Product that is identical in functionality and quality, and which is compatible with any existing Product that may be specified in the mini-bid.
- LEA will email the mini-bid Product list to each Awarded Vendor that sells the same type or component of Products as those listed in the Product mini-bid list. Awarded Vendors or their Authorized Resellers may submit proposals to the LEA in the manner and in the format prescribed in the mini-bid cover email. The LEA will conduct a mini-bid evaluation of all qualified proposals submitted, with the price of E-rate eligible Products being the most heavily weighted evaluation factor. Price is not required to be the sole evaluation factor.
- LEA will sign a PEPPM Mini-Bid Contract with the Awarded Vendor or its Authorized Reseller specifying the Products, quantities, and prices. The PEPPM Mini-Bid Contract will be in addition to any subsequent Purchase Orders submitted by the Eligible Entity for actual purchases to be made under the PEPPM Mini-Bid Contract after all contingencies (including, without limitation, E-rate funding approval) set forth in the PEPPM Mini-Bid Contract are satisfied. Quantities may be adjusted to meet the current needs of the LEA.
- PEPPM Mini-Bid Contracts are typically signed Awarded Vendor/Authorized Reseller proposals, but may be a contract, signed notice of bid acceptance, or other document memorializing the LEA’s acceptance of the proposal. Acceptance may be contingent on the LEA’s receipt of E-rate funding approval.
- Vendors awarded PEPPM Mini-Bid Contracts must extend such Contracts beyond the expiration of the PEPPM Product Line Contract for LEAs to use their E-rate funding.
- Upon request, vendors must provide the LEA, E-rate Program administrator or the Federal Communications Commission with additional documentation needed to complete the application or invoice review, or in the event of an audit.
- Vendor must agree to provide discounted billing to the LEA and invoice the E-rate administrator for the discounted portion of the service, upon request.

VI.17 Returned Goods Policy

Bidders must have a policy regarding how they handle the return of goods from Eligible Entities. A document describing the policy must be attached alongside the name of each Product Line being bid.

VI.18 Equivalent Product Lines

California law requires that when specific manufacturers are identified in a procurement, Bidders must be able to submit bids for equivalent Products and services. Any Bidder offering an equivalent substitute

as part of its bid must give notice of the substitution in the “Additional Response Information” on the electronic bid form.

VI.19 Hazardous Materials

Awarded Vendors and their Authorized Resellers are required to comply with state statutes-regarding hazardous materials, and chemicals, labeling and availability of material safety data sheets in the states they are selling in.

VI.20 Export Restrictions and Statement of Assurance

PEPPM-affiliated Contracts may involve Products, software, and technical data that are governed by the provisions of the U.S. Export Administration Regulations (“EAR”) and all other applicable U.S. export control laws and regulations.

Each Awarded Vendor and Eligible Entity shall comply with all U.S. export laws and all other applicable U.S. export control laws and regulations, as amended from time to time, including, but not limited to, § 736 (General Prohibitions), § 742 (Control Policy), § 744 (End-user and End-use Based), § 746 (Embargoes and Other Special Controls), and § 774 (Commerce Control List) of the EAR, as they pertain to export or re-export. Each Eligible Entity certifies that, unless authorized by U.S. laws and regulations (either by specific regulation or written authorization from the U.S. Government), it shall not export or re-export the Products, software, technical data purchased under an Agency Contract from the Awarded Vendor, or the direct Product thereof in violation of applicable U.S. export control laws and regulations.

Each Eligible Entity acknowledges that:

- It is unlawful to export or re-export (without written U.S. Government authorization) Awarded Vendor’s Products, technology, or software if they know that they will be used:
 - In the design, development, production, or use of missiles in or by a country listed in Country Group D:4
 - In the design, development, production, stockpiling, or use of chemical or biological weapons in or by a country listed in Country Group D:3
 - In the design, development, production, stockpiling, or use of nuclear weapons in or by a country listed in Country Group D:2 (Supplement No. 1 to EAR § 740); and
- Export or re-export of Awarded Vendor’s technology, software, source codes, or direct Products thereof to a country or national thereof listed in Country Group D:1 or E:2 may be prohibited, unless authorized by U.S. regulations (§ 740 of the EAR) or written authorization from the U.S. Government.

The provisions of this section shall survive the term and termination of the Contract and Purchase Order.

VI.21 Products Not Intended for Critical Application

The Products sold under PEPPM-affiliated Contracts are not designed for any “Critical Applications.” “Critical Applications” means life support systems, medical applications, human implantation, commercial aviation, nuclear facilities, or systems or any other applications where Product failure could lead to injury to persons or loss of life or catastrophic property damage.

Awarded Vendors disclaim any and all liability arising out of the use of the Products in any Critical Applications. If Eligible Entity uses the Products in a Critical Application, such Eligible Entity, and not Awarded Vendor, assumes full responsibility for such use.

VII Ordering Procedures and Requirements [\(Return to Top\)](#)

VII.1 An Overview of the Ordering Process

To put the following Contract provisions into context, Agency provides this simplified overview of the normal PEPPM ordering process (unless Agency has granted exceptions or unless conducting a PEPPM Mini-Bid process which has additional procedures):

- Awarded Vendors submit their Contract pricing to PEPPM on an approved template
- PEPPM converts pricing into a hosted electronic catalog on PEPPM.org
- Some Awarded Vendors may be approved to manage their pricing by way of Punchout technology
- Eligible Entities shop on PEPPM or Epylon websites, create shopping lists, talk with Awarded Vendors, or get quotations from Awarded Vendors
- Eligible Entities address their Purchase Orders to Awarded Vendors, itemizing desired Products and Contract pricing
- Eligible Entities forward their Purchase Orders to the PEPPM Clearinghouse for review, archiving, and electronic transmission to appropriate vendors
- Awarded Vendors fulfill orders as directed on the Purchase Order
- Awarded Vendors invoice Eligible Entities at Contract pricing or below
- Eligible Entities pay Awarded Vendors directly

VII.2 Display of Contract Pricing

Awarded Vendors must provide Contract pricing, along with descriptions, keywords, and other relevant data on an approved PEPPM template. The information will be loaded into PEPPM's electronic catalog on PEPPM.org, Epylon.com, and affiliated websites. In displaying contracted line items, PEPPM will:

- Make actual prices blind to non-registered users
- Display relevant pricing to users according to their relevant buyer profiles
- Make line items searchable by keyword, Stock Keeping Unit (SKU), Product Line, or category

VII.3 Punchout and Direct Receipt of Orders

An Awarded Vendor may ask Agency for its Contract pricing to be displayed by standard Punchout technology and/or to receive orders directly. Before approval, Awarded Vendors must agree in writing to comply with all PEPPM protocols, including accurate sales reporting. Approvals are at Agency's sole discretion.

VII.4 Instruments for Orders

The standard method for ordering is for Eligible Entities to issue a Purchase Order to the Awarded Vendor or Authorized Reseller. Eligible Entities shall precisely address their Purchase Orders to the proper vendors, following posted Ordering Instructions. Some Eligible Entities may use alternative purchase instruments, such as formal contracts or procurement cards, as may be allowed by these Terms and Conditions.

VII.5 Submission of Purchase Orders

Unless instructed differently, Eligible Entities must send their Purchase Orders to the PEPPM Clearinghouse, which will review and archive orders, and then transmit Purchase Orders to the company designated on the Purchase Order. An Eligible Entity may scan all relevant documents and transmit the Purchase Order by email to Orders@peppm.org, or it may send the Purchase Order and all its attachments by fax to (800) 636-3779.

Posted Ordering Instructions will inform Eligible Entities of any alternative order process in cases where Awarded Vendors have been given written permission from Agency to receive orders directly.

VII.6 Electronic Transmissions

Except where companies are authorized to receive orders directly, all Purchase Orders shall be transmitted electronically to vendors through the eCommerce software maintained by the eCommerce Consultant. Eligible Entities will either enter their orders directly into this system or the PEPPM Clearinghouse will enter orders on behalf of the Eligible Entities.

Vendors, upon receipt of a Purchase Order in their eCommerce inbox, shall promptly and properly transmit an acknowledgment and order status by using tools provided on the site.

To the maximum extent permitted by law, the parties agree to accept an electronic Purchase Order submission and acceptance, executed by an authorized user of the eCommerce system, as representing any necessary “[electronic signature](#)” required by law.

VII.7 Authority of the Purchase Order

Receipt of a Purchase Order constitutes authority to the Awarded Vendor or Authorized Reseller to sell and make delivery of the ordered Products, according to these Terms and Conditions and directions listed on the Purchase Order.

VII.8 Awarded Vendor Is an Independent Contractor

In performing its obligations under a Purchase Order, the Awarded Vendor will act as an independent contractor and not as an employee or agent of the Agency or any Eligible Entity.

VII.9 Term of the Purchase Order

The term of the Purchase Order shall start on the date that the Awarded Vendor receives a Purchase Order executed by the Eligible Entity. This is the “Effective Date.”

Subject to any other provisions stipulated in the document, the Purchase Order shall end on the later of:

- Complete delivery and acceptance of the awarded Products
- The expiration of any specified warranty and maintenance period
- Payment by the Eligible Entity for the Product(s) received
- The expiration date identified on the Purchase Order

The Awarded Vendor shall not start the performance under the Purchase Order before the Effective Date and the Eligible Entity shall not be liable to pay the Awarded Vendor for any service or work performed or expenses incurred before the Effective Date. No Eligible Entity employee has the authority to orally

direct the shipment of any Product(s) or the commencement of any work under the Purchase Order before the Effective Date.

VII.10 Orders Near a Contract Expiration Date

The fulfillment of a Purchase Order may extend beyond the Contract's expiration date if the Eligible Entity issues a Purchase Order or E-rate Mini-Bid Contract before the Contract's expiration.

The expiration date of the Contract term is to be considered the final date to enter into a valid Purchase Order under the Contract.

As such, all Purchase Orders received by the Awarded Vendor up to and including the expiration date of the Contract term are acceptable and must be shipped under the delivery time specified in the Contract. If normal delivery time cannot be met, Awarded Vendor must notify Eligible Entity, which has the option to accept or reject the extended delivery time.

VII.11 Invoice Requirements

Unless otherwise agreed between Eligible Entity and Awarded Vendor:

- The Awarded Vendor shall send (which may include via email) an itemized invoice to the "Bill To" address on the Purchase Order promptly after the Product(s) are delivered. For hardware "delivery" shall be the date the hardware arrives on Eligible Entity's premises. For software, "delivery" shall be the date the software features are enabled and ready for Eligible Entity to use.
- In the case where Products are being installed or implemented by the Awarded Vendor, the installation or implementation services invoice shall be presented after the Products are installed, have successfully completed diagnostic routines, and are available for Eligible Entity's use. The foregoing does not preclude the Eligible Entity and the Awarded Vendor from agreeing to a different invoicing schedule depending on the scope and length of such installation or implementation services (for example, implementing a project in phases, with each phase having distinct milestones and payment obligations).
- Time and material services will be invoiced monthly in arrears.
- Maintenance, management type services and cloud services will be invoiced monthly in advance unless otherwise agreed.

Invoices should include only amounts due under the Purchase Order. The Purchase Order number shall be prominently noted on all invoices, and the amounts invoiced must be at or below the bid Contract prices.

VII.12 Payments

Eligible Entities will directly pay Awarded Vendors upon receipt of invoice and confirmation that Products have been delivered.

All invoices are to be sent directly to the Eligible Entity, which will normally pay invoices within thirty (30) days of receipt or in compliance with their board policy on bill payment. The Agency will encourage Eligible Entities to arrange for prompt payment where possible and for payments of partial shipments.

Payment shall not be deemed as acceptance of the Products furnished by the Awarded Vendor. Where the Awarded Vendor is responsible for installation of the Products, acceptance of delivered Products is deemed to occur when the equipment is installed, has successfully completed diagnostic routines and is available for Eligible Entity's use.

The Awarded Vendor agrees that the Eligible Entity may deduct any state tax liability not required by law or other unauthorized obligation of the Awarded Vendor or its subsidiaries to the Eligible Entity from any payments due the Awarded Vendor under any Purchase Order with the Eligible Entity, subject to the Eligible Entity promptly providing any tax exemption certificate or other documentation to support the deduction.

At the discretion of the Awarded Vendor, the Eligible Entity may use a valid purchasing card to pay for the Products at the time of purchase. Any fees related to this payment are the responsibility of the Awarded Vendor. In no case will the Awarded Vendor increase Contract or invoiced prices to offset purchasing card fees incurred by the Awarded Vendor.

VII.13 Tax Exemptions

No charge will be allowed for federal, state, or local taxes from which the Eligible Entity is exempt. Prices shall be net and shall not include any such tax. Exemption certificates, if required, will be furnished on forms provided by the Eligible Entity. LEAs are exempt from all sales and excise taxes imposed by the Internal Revenue Service and have registered with or been recognized by the Internal Revenue Service to make tax-exempt purchases. In California, all Eligible Entities are subject to sales and use tax.

VII.14 Delivery

All Products ordered shall be delivered FOB Destination, with the Awarded Vendor selecting the shipping company. All Products should be delivered within the time period specified on the Purchase Order.

In situations where delivery cannot be made within the time period specified on the Purchase Order, Eligible Entity should be notified in writing or by telephone of the delay and of an estimated delivery date.

Delivery must be made to the place designated on each respective Purchase Order. Direct delivery to buildings must be placed at a point in the building as directed at the place of delivery. The Awarded Vendor will be required to furnish proof of delivery upon request from any Eligible Entity. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents, Purchase Order number, and delivered without damage or breakage to such units as specified.

Any system configurations ordered shall be delivered as a complete system, unless otherwise agreed by the ordering Entity. When required by the ordering Entity, it will be the responsibility of the Awarded Vendor to stage the equipment delivery so that all components are delivered as a single unit simultaneously.

Awarded Vendors receiving Purchase Orders with delivery requirements that cannot be met have the right to refuse the order. The Awarded Vendor must return the Purchase Order with an explanation of why it was refused within five (5) business days of receiving the Purchase Order from the Eligible Entity.

Awarded Vendor's PEPPM prices include the cost of normal delivery. If non-standard rigging charges apply to equipment purchases (or leases), a quote will be provided to the Eligible Entity within five (5) business days of receiving the Purchase Order from the Eligible Entity, or as soon as possible thereafter upon Awarded Vendor learning the order involves a non-standard delivery.

The Eligible Entity has five (5) business days after receipt of the quote for non-standard rigging charges to cancel the Purchase Order. Eligible Entity shall not be responsible for non-standard rigging charges

not made known to the Eligible Entity before delivery of the equipment and Awarded Vendor shall bear the cost.

VII.15 Inspection and Rejection

No Products received by the Eligible Entity shall be deemed accepted until the Eligible Entity has had a reasonable opportunity to inspect the Products. The Awarded Vendor and the Eligible Entity agree that a reasonable timeframe to inspect the Products shall not exceed thirty (30) calendar days from date of delivery. Products not rejected during such 30-day period shall be deemed accepted. If a defect or nonconforming item is discovered during the foregoing inspection period, the Eligible Entity will promptly notify the Awarded Vendor of the defect or nonconformance. It shall then become the duty of the Awarded Vendor to arrange for the rejected Products to be removed from the premises or returned without expense to the Eligible Entity within fifteen (15) days after notification, or such longer time period mutually agreed upon by Awarded Vendor and Eligible Entity. Rejected Products left longer than fifteen (15) days or such mutually agreed upon time period will be regarded as abandoned, and the Eligible Entity shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale, which represents the Eligible Entity's costs and expenses in regard to the storage and sale of the Products. Upon notice of rejection, the Awarded Vendor shall promptly replace all such rejected Products with others conforming to the specifications and which are not defective. If the Awarded Vendor fails, neglects or refuses to do so, the Eligible Entity shall then have the right, without limitation, to a refund or credit (if not yet paid) of the purchase price of the rejected Products.

Notwithstanding the foregoing, where the Awarded Vendor is responsible for installation of the Products, acceptance of delivered installation services is deemed to occur when the Products are installed, have successfully completed diagnostic routines and are available for Eligible Entity's use, provided that the deemed acceptance in the foregoing paragraph will control if Eligible Entity requests that such installation not take place during the 30 day period following delivery of the applicable Products. Notwithstanding acceptance, for Products covered by warranty or a maintenance service agreement, the Products will be covered by the applicable warranty or maintenance service agreement.

VII.16 Shipping Errors

Awarded Vendor agrees that its shipping errors will be covered at its own expense. Eligible Entities are financially responsible for shipping errors originating from its Purchase Orders or written instructions. No oral shipping instructions should be accepted by either party.

VII.17 Title and Risk of Loss

Title to ordered merchandise that is leased shall remain with Awarded Vendors or lessor. Title to ordered merchandise that is purchased may transfer to an Eligible Entity at the time of shipment or delivery. Notwithstanding such transfer of title, Awarded Vendors agree to bear the risk of loss, injury, or destruction of the Products ordered before receipt of the Products by the Eligible Entity provided Awarded Vendor or its Authorized Reseller selected the carrier. Such loss, injury, or destruction shall not release the Awarded Vendor from any contractual obligations.

VIII Pricing Specifications [\(Return to Top\)](#)

VIII.1 Pricing Methodology

This RFB requires responsive bid pricing to be offered by way of pricing formulas. These formulas form the foundation of a bid. The pricing formulas must be calculated against a price basis to show final effective prices. The final effective prices, correctly calculated, will form the data for evaluation and comparison to competing bids.

VIII.2 Pricing Formulas

A Bidder may opt to use one of two discount formulas:

- Percent discounts off of a published and identifiable price list or a commercially available catalog
- Markup percentages over the documentable wholesale cost of Products (this option is not available to Bidders who are manufacturers)

VIII.3 Identification of the Price Basis

The price basis is the foundation for discount formulas. Bidders must identify their price basis on the Quote Sheet Tab of the official PEPPM Pricing Template.

If bidding by the Discount-from-List method, the Bidder must describe the published list or commercially available catalog—along with its last published date—from which discounts will be calculated. Some examples of an acceptable price basis include Manufacturer's Suggested Retail Price (MSRP), retail web catalogs, paper catalogs, and manufacturer's national education pricing.

Likewise, if bidding by the Markup-over-Cost method, a non-manufacturer Bidder must describe the type of documentation that will substantiate the basis for markups. Some examples include wholesaler catalogs or websites, gold-level pricing schedules from manufacturers, paid invoices, pricing contracts, and manufacturer pricing formulas.

VIII.4 Variable Percentage Formulas

Bidders may offer varying formula percentages within a single Product Line category. However, the Bidder must correlate a specific formula percentage alongside a well-described category of Products within the Product Line category.

As a theoretical example, a single Bidder may bid 10 percent off list for inkjet printers, 15 percent off list for laser printers, 30 percent off list for ink and toner cartridges, and 22 percent off list for extended maintenance agreements.

The Quote Sheet Tab of the PEPPM Pricing Template has space for 30 subcategories of percentage formulas. If that space is insufficient, a Bidder may add an additional spreadsheet to the bid form or combine descriptions on one line where percentages are equal.

VIII.5 Effective Bid Pricing for Evaluation

Bidders must apply their pricing formula to actual Products within a respective Product Line category, creating final effective bid prices that evaluators will use to determine the lowest bid.

For Products within a Product Line category, a Bidder must either enter or cut and paste information for each Product into an approved PEPPM template to include:

- True Manufacturer Stock Keeping Unit (SKU)

- Manufacturer Name
- Product Name
- Product Description
- Unit of Measure
- Basis Price for the Product
- Percentage Discount or Markup

The spreadsheet will automatically calculate the final effective bid price from cells containing the price basis and the percentage formula.

Therefore, if bidding by Discount-from-List, a Bidder would enter a negative percentage (e.g., -.10.5%) because the formula is subtracting from a list price.

Alternatively, if bidding Markup-over-Cost, a Bidder would enter a positive percentage figure (e.g., 10.5%) because the formula is adding to a cost basis.

If the Bidder's discount or markup is zero, the value "0.0%" would be entered in the appropriate discount or markup column.

VIII.6 PEPPM Pricing Template (also Called "SKU Template")

The official PEPPM Pricing Template is the Microsoft Excel workbook that Bidders must use to submit their pricing formulas and calculate effective bid pricing. The template contains two working spreadsheets, the Quote Sheet Tab, and the Bid Response Tab.

The template can be downloaded from the electronic bid form. It is located under the instructions in the section titled "Requested Product Lines." Bidders may download this form as often as necessary, using one workbook for every Product Line to be bid. The spreadsheets must not be modified, copied, or unlocked. Otherwise, Bidders run the risk that their spreadsheets will not load correctly when they submit their bids.

VIII.7 Importance of Final Effective Price

It is the Bidder's responsibility to look at the final, calculated, effective prices on the Bid Response Tab spreadsheet to see that they are calculated correctly. These are the official bid prices. If they are not correct, then either the price basis or the percent entered is incorrect because the spreadsheet automatically calculates the accurate effective prices based on Bidder's entries.

VIII.8 Extent of Product Offered

Products and prices listed will be used to establish both the extent of a manufacturer's line available from a particular Bidder and the effective bid price per item. Bidders should enter a full range of Products to best represent the scope of Products available under any Product Line category.

Bid pricing formulas and base pricing cannot be changed after bids are opened. However, the Agency reserves the right to request more sample SKUs so evaluators can apply a Bidder's bid formulas and base prices across a broader range of Products.

VIII.9 Importance of Correct Manufacturer SKUs

When adding Product information to the Bid Response Tab on the PEPPM Pricing Template, Bidders must enter the correct and accurate manufacturer SKU for each Product.

Using software, the first phase of the evaluation process identifies a manufacturer SKU number, after stripping away hyphens, spaces, and leading zeros, to compare pricing between competing companies.

Any Bidder-created identifiers that change a manufacturer's SKU must be removed before submission. Bidders must make their best efforts to match their "Manufacturer SKUs" to the manufacturer's published SKUs including or excluding identifier characters for such things as government or education pricing, country of use, color, or other manufacturer Product identifiers. Bidder should note that these requirements are for their PEPPM Bid-Price Submission Templates submitted at the time of the bid.

Irregularities in listing the manufacturer's SKU numbers in a Bidder's bid proposal may result in a bid being deemed non-responsive.

VIII.10 New Product Pricing

The Bidder's quoted pricing formulas will also apply to any new Products created, invented, introduced, and made available through PEPPM during the Contract period. New Products and associated supplies to be added must be priced according to the original bid discount or markup pricing structure.

If a new Product or Product group does not fit into one of its formula categories, an Awarded Vendor may appeal to Agency in writing for consideration to include the new Products on Contract. The written request must include an explanation of the circumstances that prevent the new Products from logically falling into an existing category of formula pricing.

The Agency reserves the right to reject any requests for additional Products to be added to an Awarded Vendor's Contract Product list and corresponding price structure. No consideration will be given for requests that circumvent competitive bidding requirements.

VIII.11 Pricing for Bundles

Awarded Vendors may provide for bundles that include third-party Products related to the branded Products under Contract. Examples are cases or monitors purchased to accompany a laptop computer. However, all Products in the bundle must be ordered from and invoiced by the Bidder under a single Purchase Order in which the third-party Products are ordered on a one-for-one basis with the bid-awarded Products.

Third-party Products cannot be offered individually and purchased separately with PEPPM bid protection.

Price for the third-party Product must be consistent with the same formula pricing structure corresponding to the contracted Product. For example, if a computer is sold at a 5 percent discount from a vendor's catalog, then the third-party case must be sold at least 5 percent off the catalog price.

Bid-awarded Products bundled with third-party Products must represent a greater value than the third-party Products themselves. For example, a bid-awarded network interface card cannot be bundled with a third-party computer to create a complete computer bundle. Software Bidders may not bundle hardware with a software offering without permission from the Agency.

VIII.12 Errors on the Bid Response Tab

If a Bidder makes an error by expressing percentage formulas on the Bid Response Tab not described on the Quote Sheet, its bid may be non-responsive. Likewise, a bid may be non-responsive if a Bidder neglects to list Products on the Bid Response Tab for which a percentage formula is described on the Quote Sheet.

VIII.13 Allowances for Freight

Awarded Vendors should never identify standard freight charges separately when submitting Contract prices to PEPPM for publication. If bidding Markup-over-Cost, Bidders must ensure the allowance for freight is built into either the cost of the Product or the markup percent. Likewise, Bidders offering a Discount-from-List must ensure the allowance for delivery is to be built into the list price of the Product or the discount percent.

VIII.14 Minimum Order for Free Shipping

The minimum order qualifying for FOB Destination delivered price via Awarded Vendor's standard shipping method shall be \$500 to the same shipping address. Orders for less than \$500 to the same address may be accepted by the Awarded Vendor to ship prepaid with actual shipping charges added to invoice as a separate item.

Shipping prices added must be actual documented costs of shipping. Awarded Vendor may charge for expedited, other special shipping circumstances or methods, if requested by the Eligible Entity. Shipping from or to the continental United States to or from Hawaii, Alaska, or overseas U.S. territories may also be considered as special shipping. Eligible Entity must be notified on quotes if and when a shipping charge will be applied to their cost of purchase.

An Awarded Vendor may appeal in writing to Agency for relief from the free-shipping threshold when the requirement disadvantages a buyer or forces an Awarded Vendor to sell at a loss. Any exceptions shall be at Agency's sole discretion. If granted, notice shall be provided in an Awarded Vendor's Ordering Instructions to Buyers.

VIII.15 Large-Volume Purchase and Voluntary Price Reductions

An Awarded Vendor, upon request from an Eligible Entity, may offer a voluntary price reduction or a quotation for a large-volume discount from the listed PEPPM bid price. Such price decreases are discretionary by the Awarded Vendor who is under no obligation to give the same or similar discount to another Eligible Entity unless required under federal E-rate Lowest Corresponding Price (LCP) rules.

When offering any such additional discounts, the Awarded Vendor will provide a written quotation to the requesting agency, indicating that the discounted price is an "As per PEPPM" bid-price quote. The Eligible Entity shall include the quotation as an attachment to its Purchase Order.

Agency reserves the right to research, conduct, and execute electronic reverse auctions or requests for quotes or proposals for aggregated numbers of specific Products under the Contract with interested or selected Agency Awarded Vendors in conformance with applicable laws.

Bidders are urged to stipulate any additional, predetermined discounts according to Bidder-designated criteria on its Pricing Templates so that Eligible Entities can quickly see if any additional discounts are available as a standard practice.

VIII.16 Request to Cancel or Rebid a Product Line or Adjust MSRP

Should an Awarded Vendor's bid percentage-off-MSRP be subsequently lowered by the manufacturer resulting in the Awarded Vendor's financial loss, an Awarded Vendor may request that the Agency cancel or rebid the Product Line or adjust the percentage-off-MSRP. This decision to cancel, rebid or adjust shall be made at the Agency's sole discretion. Should the Agency decide to adjust the percentage-off-MSRP, then the Agency will work with the Awarded Vendor to equitably adjust the percentage-off-MSRP by balancing the competing interests of the Awarded Vendors and the Eligible Entities.

The following procedure shall apply when an Awarded Vendor requests that the Agency cancel, rebid, or make an adjustment pursuant to this paragraph.

- Along with the Awarded Vendor's written request to cancel, rebid or adjust, the Awarded Vendor shall provide all documentation needed for the Agency to make a decision
- Within seven (7) days of receipt of the written request and supporting documentation, the Agency shall provide a written determination indicating whether the Awarded Vendor's request was accepted or rejected, or whether additional information is needed to make a determination

VIII.17 Public Works and Prevailing Wage Rates

If a project for a California Eligible Entity involves construction or a service defined as a public work, an Eligible Entity may be required to bid labor services separately from the purchase of Products allowed and bid-protected under this Contract. In such instances, an Awarded Vendor may be required to comply with Prevailing Wage laws, licenses, and permits. To the extent applicable to an Eligible Entity from another state, such state's Prevailing Wage rate act, regulations and minimum wage rates are made a part of the Purchase Order. When applicable, use Davis-Bacon wage rates for federally assisted projects.

IX Bid Procedures and Directions [\(Return to Top\)](#)

IX.1 Help on Submitting a Responsive Bid

To assist Bidders in submitting responsive bids, PEPPM provides directions, access to help files, a bid checklist, and contacts for technical support in filling out the electronic bid form.

Bidders must examine the entire bid package, then seek clarification of any item or requirement that may not be clear. They must check all their responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after the due date and time.

The following sections provide an overview of bid procedures, requirements, and directions leading to a responsive bid.

IX.2 Registration

Vendors interested in bidding must obtain a supplier account at www.Epylon.com if they do not already have one. The entire bidding process will be conducted electronically using Epylon's eBid software. Epylon imposes no fee to register or use its eBid software.

IX.3 Delivery of the PEPPM Bid Form

Bid forms will be sent automatically to all those vendors who have accounts and have indicated an interest in receiving technology bids on the Epylon system. Newly registered vendors will find the bid form shortly after their account application has been approved. If vendors reviewing their inbox do not see the PEPPM bid form, there are three possible reasons:

- Another employee under the company's account has accepted the bid form on behalf of the company. Only one bid form may be active for any given company, but any employee can forward the bid form to another company representative. Contact Epylon Customer Service to see if another company employee has opened the bid form
- The company has not categorized itself as a technology-related supplier. Contact Epylon Customer Service to be added as a "technology supplier." Then the bid form will be promptly forwarded to the company's inbox

- The company has divided its employees into geographic territories, and the bid has been directed to employees designated for California

For assistance in finding the bid form, Bidders should contact Customer Service at (888) 211-7438 or at Service@Epylon.com.

IX.4 Prebid Meetings

No Prebid meeting will be held for this RFB.

IX.5 Bidders' Questions

Bidders who have bid questions about the bid or its Terms and Conditions may submit them to BidQuestions@PEPPM.org no later than 4:00 p.m. Pacific Time on the [Questions Due Date](#). Bidders are advised to look on PEPPM.org for frequently asked questions.

Bidders who have questions or trouble using the bidding software may contact Epylon Customer Service any time at (888) 211-7438 or Service@Epylon.com. Be advised, that Customer Service operators work on Pacific time and wait times grow longer as the bid deadline approaches. Customer Service will not answer policy questions about the bid or its Terms and Conditions.

It is the Bidder's responsibility to check the FAQs list on www.PEPPM.org/bids and External Notes on the electronic bid form before submitting their bid to learn of any clarifications or interpretations related to the bid requirements or procedures that may be addressed.

IX.6 Exceptions to Terms and Conditions

Any proposed exception from the requirements indicated in this Request for Bids or from the Terms and Conditions must be stated in writing and submitted by email by the Exceptions Due Date to BidQuestions@PEPPM.org.

Any exceptions accepted by the Agency will be incorporated into a bid addendum to be published in the electronic bid documents within ten (10) days of the Exceptions Due Date. To ensure a fair and equal bidding process, any addendum will apply to all Bidders and all bids or a specified Product Line and Bidders bidding on the specified Product Line.

No material exceptions will be accepted with final electronic bid submissions received on the Bid Due Date. Any exceptions submitted by Bidder with final electronic bid submission may disqualify the bid from consideration at the sole discretion of the Agency.

Following the award of a Contract to an Awarded Vendor, Agency reserves the right to amend the Terms and Conditions of this Request for Bids with the mutual consent of the Awarded Vendor solely to make non-material changes, correct errors, or craft minor adjustments that would not have had any material effect on any potential bid prior to awards or the results of the bid evaluation process.

IX.7 An Overview of the Bid Form

Completing a bid requires opening an electronic bid form starting from an inbox on the Epylon eCommerce system. Users may work on their bids at any time and save their work as they progress. There are three major components to the bid:

- *Answers to Questions:* If a question is tagged as required, a response must be provided, or the user will get an error message when saving their work. Some questions accept answers with file attachments.

- *Choosing Product Lines to Be Bid:* Bidders may bid upon one, several, or all Product Lines specified by checking a box alongside a Product Line name and description. For every Product Line checked, the Bidder must attach several files alongside that particular Product Line description.
- *Completion of the Pricing Template:* The template is a spreadsheet with three tabs. Bid discount formulas must be entered on the Quote Sheet Tab. Data for calculating bid formulas into effective prices are entered on the Bid Response Tab. More information on filling out the form is located in the [Pricing Specification Section](#).

IX.8 Required Attachments

Some questions prompt Bidders to upload file attachments to the bid form. Attachments must be attached to one of three places on the electronic bid form.

1. Attachments that go alongside the name of each Product Line being bid are:

- Returned Goods Policy
- Statement of Warranties
- Proof-of-Supply Letter
- Ancillary Services Form
- State Selection Form
- Signed Awarded Vendor Agreement
- PEPPM Pricing Template

2. Attachments that go alongside a required question are:

- Reference Forms (containing at least three references)
- Detailed marketing plan
- Any optional files to expand upon an answer to a question
- Leasing information (optional)

3. Attachments that can be uploaded to the Additional Response Information section are:

- Any optional files to provide the Agency more information

IX.9 Marketing Plan

Agency requests that all Awarded Vendors develop a marketing program to promote knowledge of their awarded Contracts by way of activities and media such as printed materials, web-based information, e-mails, advertising, social media, telemarketing, webinars, trade shows, and other commercial avenues of communication. This plan should be described or attached to the bid form in response to a question in the Question Section.

IX.10 Danger of Procrastination

It is in the best interests of Bidders to submit their bids far enough before the [Bid Due Date](#) to avoid any hindrances out of the control of the Bidder, eCommerce Consultant, or Agency. Such impediments could include, extremely heavy Internet traffic, phone line disruption, busy circuits, unexpected computer outages or weather-related obstacles. Agency assumes no responsibility for impediments out of its control and encourages Bidders to submit early to avoid any possibility their bids may be late.

IX.11 Submission

When Bidders complete their bids, clicking on the Continue button at the bottom of the page enables the Bidders to make one last review of their work before submission. When satisfied, Bidders must click the Submit button to send the bid electronically to the Agency. Once successfully transmitted, the bid will display as "Sent" in the user's inbox.

IX.12 Electronic Signature

In submitting a bid, the person named as the Bidder's representative on the electronic bid form declares that using his/her Username and Password constitute his/her Electronic Signature and that he/she is solely liable for full control and access to the password. Neither the Agency nor eCommerce Consultant has access to the user's password. By submitting the electronic bid form, he/she declares that he/she has the authority to submit the bid to the Agency and to bind his/her company to the Contract, including, without limitation to all Terms and Conditions, final pricing, statements, and all other commitments submitted to Agency.

IX.13 Status of Submitted Bids

After Bidder clicks the Submit button all answers and submissions are locked, encrypted, sealed, and sent to the Agency inbox. The Agency cannot open them until the Bid Opening Date. However, Bidders can access their own submissions to print out a complete and accurate record of their responses precisely as will be seen by the Agency when the bids can legally be opened.

IX.14 Withdrawal

A bid must be complete and final before a Bidder clicking the Submit button and sending it to the Agency. If a Bidder wishes to withdraw a bid, a Bidder can open their submitted electronic form, scroll to the bottom of the page, and click the Retract Response Button before the Bid Opening Date.

After the bid has been opened, it may not be withdrawn, and the Bidder must supply the awarded Products and ancillary services, if applicable, at the bid price and in accordance with the Terms and Conditions.

IX.15 Receipt and Opening of Bids

Electronically sealed bids must be received by the [Bid Due Date](#). Bids will be electronically unsealed and publicly read at the Bid Opening Date and time. Opening and public reading will consist of PEPPM staff clicking to open the submitted bids in front of any interested members of the public and staff in a public setting.

The Agency reserves the right to reject any or all bids not prepared in accordance with these or the following instructions or to waive any such informalities.

IX.16 Late Bids

The Agency will not consider late bids.

IX.17 Length of Time the Bidder's Offer Is Good For

After the public opening, bids will be evaluated. The Agency will conduct this process as quickly as possible so that award recommendations can be formulated. Bidder's bid, including responses to the RFB, bid formulas, discount formulas, and pricing shall be valid and irrevocable for ninety (90) days after the [Bid Due Date](#).

IX.18 Protests

Protests shall be filed with the Agency and shall be resolved following applicable law. A protest must be in writing and must be filed with the Agency. A protest of solicitation must be received at the Agency before the [Bid Opening Date](#). A protest of a proposed award or of an actual award must be filed within ten (10) days after the protester knows or should have known the basis of the objection, and in any event within fifteen (15) days after KCSOS awards the Contract.

A protest must include:

- The name, address, and telephone number of the protester
- The original signature of the protester or its representative
- Identification of the solicitation
- A detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and the form of relief requested

IX.19 Use of Submitted Documents

Everything submitted by a Bidder as part of a bid may be part of a public record. Bidders should not attach files or information to their bids that contain trade secrets or non-disclosable information. If documents, files, or information submitted are copyrighted, Bidders, by submitting, give the Agency and Eligible Entities a license to reproduce the material as part of bid documentation with the copyright notice as initially provided. Agency shall have the right to reproduce and publish any bid submission information, documents, and files. To the extent allowed by law, it is Agency's policy not to release Bidder's financial information, customer names, or references that, if public, would give an advantage to a competitor or be disadvantageous to a Bidder's business.

IX.20 State Selection Form

Awarded Vendors are obliged to serve all LEAs in California. Although the Agency is bidding primarily on behalf of LEAs, it is the Agency's intent to extend, where feasible, the bid protections and price discounts to LEAs in states other than California, and to Eligible Organizations in California and other states to the extent permitted by law, and with the Awarded Vendor's approval.

Alongside each Product Line listed on the electronic bid form, a Bidder must attach a State Selection Form, indicating—in addition to California LEAs—which, if any, of the following Eligible Entities, by state, that it will sell to:

- LEAs
- Universities and other higher education agencies
- Local government, municipalities, and other non-education Eligible Entities

X Bid Evaluation and Award Process [\(Return to Top\)](#)

X.1 Qualification for Evaluation

Following applicable California state law and accepted standards for competitive, sealed bidding, the Agency will make awards, in each Product Line category, to the lowest, responsive, responsible Bidder.

X.2 Creation of Contracts

Evaluated bids recommended for award do not become formal Contracts until the Agency's elected Superintendent of Schools or designated signatory makes the awards and an authorized representative signs the Contracts.

X.3 Bid Evaluation Process

Bids received on time will be evaluated. A high-level overview of the evaluation process is as follows:

- Bids will be evaluated to determine if the Bidder is responsive and that all required attachments and documents are present
- Bidder's responses to questions will be examined to ensure the Bidder is responsible and capable of providing Products to LEAs and other Eligible Organizations under Agency's Terms and Conditions
- Any bidding company deemed not responsible will be notified and entitled to a hearing
- Pricing will be compared to competing bids for the same Product Line to rank pricing from lowest to highest
- A low-price Bidder will be identified
- Lowest, responsive bids from responsible Bidders will be recommended for an award

X.4 Rejection of Bids

The Agency reserves the right to accept or reject any bids, or any part thereof or items therein and to waive informalities and/or technicalities, as it deems best to protect its interests. Without limiting the foregoing, the Agency may reject:

- Late bids
- Bids that are non-responsive
- Bids from Bidders deemed not responsible
- Bids in which quoted prices are higher than street prices or are unreasonable compared to other contracts

X.5 Ambiguities

If a bid is responsive but contains ambiguities the Agency may engage in "Clarification." Bidders should submit any requested supplementary information promptly. Failure to respond is grounds for rejection of the bid as non-responsive.

X.6 Evaluation of Responsiveness

Submissions by Bidders must pass a test for responsiveness before the Bidders will be evaluated for responsibility and before the bids will move on to be evaluated for price. The following factors will be evaluated for responsiveness:

Factors related to a vendor's bid as whole:

- ☐ The bid was received on time
- ☐ Bid Terms and Conditions were accepted
- ☐ Reference forms for the Bidder were attached from at least three agencies

Factors related to any Product Line category being bid:

- ☐ Products offered were for the Products specified
- ☐ A signed Awarded Vendor Agreement was attached for each Product Line being bid
- ☐ A returned goods policy for each Product Line was attached
- ☐ A statement of warranties for each Product Line was attached, and if no explicit manufacturer warranty is offered, the attachment informed about the absence of any warranty offering
- ☐ A dated, proof-of-supply document was attached for each Product Line, or the Bidder gave evidence it was the manufacturer of the Product Line being bid
- ☐ A State Selection Form was attached alongside any Product Line being bid
- ☐ Quote sheets for each Product Line indicated pricing formulas and a price basis
- ☐ All pricing formulas were represented and correctly applied on the Bid Response Tab of the pricing template
- ☐ Manufacturer SKU numbers were present, accurate, and representative of the Product Line being bid so effective prices could be compared to those of competing Bidders
- ☐ The Bidder attached an Ancillary Services Form spreadsheet to each Product Line being bid or stated in an answer to questions that it was not providing any ancillary services

X.7 Evaluation of Responsibility

Bidders must pass a test for responsibility before its bids will move on to be evaluated for price. The following factors will be evaluated for Bidder responsibility:

- ☐ Provided evidence of a permanent place of business
- ☐ Is not insolvent or involved in bankruptcy
- ☐ Has no known overdue tax liabilities
- ☐ Owes no overdue PEPPM Transaction Fees
- ☐ Certifies it has not colluded in submitting its bid or developing pricing
- ☐ Is not under suspension or debarment or is otherwise lawfully precluded from participating in any public-sector procurement activity
- ☐ Maintains sales representatives or a sales network of resellers, as described on the bid form
- ☐ Has provided positive references from buying agencies or has past PEPPM experience
- ☐ Has given evidence of previous sales in the public sector
- ☐ Deploys system of customer support and service to all chosen Eligible Entities as described on the bid form
- ☐ Complied with any previous or existing PEPPM contracts

X.8 Evaluation of Pricing

Effective pricing of common SKUs from competing, responsive and responsible Bidders will be compared to identify the low-cost Bidder. Awards will be made to the lowest, responsive, responsible Bidder. In the event of tie bids, the winning Bidder will be decided by the flip of a coin or another method of chance selected by Agency.

X.9 Non-Material Deviations

In evaluating bids, the Agency may waive Bidders' minor errors or non-material deviations where no competitive advantage is obtained, and the information submitted by a Bidder can lead to a fair award decision among competing bids.

XI Uniform Guidance Requirements [\(Return to Top\)](#)

XI.1 Federal Rules May Apply to Purchases with Grant Funds

When an Eligible Entity seeks to procure goods and services through an Agency Contract using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR § 200 (sometimes referred to as the “Uniform Guidance,” “UG” or new “EDGAR”), and Elementary and Secondary School Emergency Relief Fund (sometimes referred to as “ESSER I” or “ESSER II” funds). All Awarded Vendors must agree to comply with certain requirements which may apply to specific purchases using federal grant funds. Eligible Entity must advise Awarded Vendor if an order will utilize funds under a federal grant or contract, in which case Sections XI.1 through XI.18 shall apply.

XI.2 Awarded Vendor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils), as authorized by 41 U.S.C. § 1908, must address administrative, contractual, or legal remedies where contractors violate or breach Contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Awarded Vendor default are included in the Contract Documents. Any Contract award will be subject to such Contract Documents. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

XI.3 Termination for Cause or Convenience

For any purchase or contract more than \$10,000 made using federal funds, the Awarded Vendor agrees that the following term and condition shall apply:

The Eligible Entity may terminate or cancel any Purchase Order under the Contract at any time, without cause, by providing seven (7) business days advance written notice to the Awarded Vendor. If this Agreement is terminated for convenience in accordance with this paragraph, the Eligible Entity shall only be required to pay Awarded Vendor for goods or services delivered to the Eligible Entity before the termination and not otherwise returned in accordance with Awarded Vendor’s return policy. If the Eligible Entity has paid the Awarded Vendor for goods or services not yet provided as of the date of termination, the Awarded Vendor shall immediately refund such payment(s).

The Eligible Entity may terminate or cancel any Purchase Order under the Contract with cause pursuant to Section XIII.6.

XI.4 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all Eligible Entity purchases or Contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause provided under 41 CFR § 60-1.4(b) is hereby incorporated by reference. The Awarded Vendor

agrees that such provision applies to any Eligible Entity purchase or Contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and the Awarded Vendor agrees that it shall comply with such provision.

XI.5 Davis-Bacon Act

When required by federal program legislation, the Awarded Vendor agrees that, for all Eligible Entity prime construction Contracts/purchases more than \$2,000, the Awarded Vendor shall comply with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Awarded Vendor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, the Awarded Vendor shall pay wages not less than once a week.

Current Prevailing Wage determinations issued by the Department of Labor are available at <http://www.wdol.gov>.

The Awarded Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Awarded Vendor is conditioned upon the Awarded Vendor’s acceptance of the wage determination. The Awarded Vendor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

XI.6 Contract Work Hours and Safety Standards Act

Where applicable, for all Eligible Entity Contracts or purchases more than \$100,000 that involve the employment of mechanics or laborers, the Awarded Vendor agrees to comply with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, the Awarded Vendor must compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or Contracts for transportation or transmission of intelligence.

XI.7 Rights to Inventions Made Under a Contract or Agreement

If the Eligible Entity’s federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. The Awarded Vendor agrees to comply with the above requirements when applicable, but expressly retains

as much of the entire right, title, and interest throughout the world to each subject invention as allowed by applicable law.

XI.8 Clean Air Act and Federal Water Pollution Contract Act

Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251-1387), as amended—Contracts and sub-grants of amounts more than \$150,000 must contain a provision that requires the non-federal award to comply with all standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Awarded Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

XI.9 Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, and parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Awarded Vendor certifies that the Awarded Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Awarded Vendor further agrees to immediately notify the Eligible Entity with pending purchases or seeking to purchase from the Awarded Vendor if the Awarded Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

XI.10 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Bidders who bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, Bidders agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

XI.11 Procurement of Recovered Materials

For Eligible Entity's purchases utilizing federal funds, the Awarded Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the district may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity

acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XI.12 Profit as a Separate Element of Price

For purchases using federal funds more than \$250,000, the Eligible Entity may be required to negotiate profit as a separate element of the price. See, 2 CFR § 200.324(b). When the Eligible Entity makes a reasonable determination that such information is required by law, the Awarded Vendor agrees to provide information and negotiate with the Eligible Entity regarding profit as a separate element of the price for a particular purchase. However, the Awarded Vendor agrees that the total price, including profit, charged by the Awarded Vendor to the Eligible Entity shall not exceed the awarded pricing.

XI.13 Bonding Requirements

Pursuant to 2 CFR § 326, the Agency requires applicable bid security, performance, and payment bonds on construction projects. As such, for construction or facility improvement Contracts or subcontracts exceeding the simplified acquisition threshold currently set at \$250,000, the federal awarding agency or pass-through entity may accept the bonding policy and requirements of the Eligible Entity, provided that the federal awarding agency or pass-through entity has made a determination that the federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- A bid guarantee from each Bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of the bid, execute such contractual documents as required within the time specified.
- A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XI.14 Not-To-Exceed Price

If requested by the Eligible Entity, on any Contract based on time and materials, the Awarded Vendor shall set a ceiling price that the Awarded Vendor exceeds at its own risk pursuant to 2 CFR § 200.318(j).

XI.15 Contracting with Historically Underutilized Businesses

The Awarded Vendor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises

- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce
- Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in the foregoing bulleted items of this section

XI.16 Equivalent Products

Comparable (Alternate) Products: Where the specification states a named Product followed by “or equal,” an alternate or comparable Product may be bid; however, the burden is on the Bidder to provide evidence that a proposed alternate meets or exceeds the Agency specified named Product and its attributes and that it provides an equal or better warranty. If comparable Product(s) are proposed in the bid, the Bidder must provide a detailed comparison for each to include a list of all the significant qualities of the Product named in the Specification and those of the proposed alternate Product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. The Agency reserves the right to reject proposed alternate Products if it does not consider them equal to or better than the named Product in the specification. Note: Where a Product equivalent is being offered for an E-rate Product, [Section VI.18](#) shall control.

Substitutions for Cause: An Awarded Vendor may only propose substitutions pursuant to a Purchase Order submitted by a purchasing Eligible Entity in the event of unavailability of Product, regulatory changes, or unavailability of required warranty terms. The Awarded Vendor must notify both the Agency and the purchasing Eligible Entity of all substitutions for cause with full documentation at least thirty (30) working days before the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified Product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing Eligible Entity must approve all substitutions. The Eligible Entity reserves the right to reject proposed alternate Products if it does not consider them equal to or better than the named Product in the specification.

Substitutions for Convenience: Bidders may not propose substitutions for convenience.

XI.17 Preference for American Made Materials

Awarded Vendor should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, Products, or materials produced in the United States, when possible, in connection with any services provided to the Eligible Entity.

XI.18 General Compliance and Cooperation with Eligible Entity

In addition to the foregoing specific requirements, the Awarded Vendor agrees, in accepting any Purchase Order or Contract from the Eligible Entity, it shall make a good-faith effort to work with the Eligible Entity to provide such information and to satisfy such requirements as may apply to the Eligible Entity's purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements and Contract cost and price analyses required under the Uniform Grant Guidance.

For example, the Eligible Entity must perform a cost or price analysis in connection with every procurement action more than \$250,000, including Contract modifications. Such a cost analysis

generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price without looking at the individual cost elements. Thus, the Awarded Vendor agrees to make a good-faith effort to work with the Eligible Entity to complete such a cost or price analysis to comply with law.

XII Post-Award Requirements [\(Return to Top\)](#)

XII.1 Audit Requirements

Agency reserves the right to ask Awarded Vendors or Authorized Resellers for proof of correct bid-price posting, quoting, and invoicing. From time to time, Agency will conduct spot checks or hire a third-party accounting firm to statistically sample records to verify the integrity of PEPPM-posted pricing and invoiced sales. Therefore, Awarded Vendors are required to:

- Maintain standard business records for at least three years following any sale or payment
- Store underlying cost-data for pricing if they have bid under a Markup-over-Cost method
- Keep a record of an underlying price-list basis if they have bid under a Discount-from-List method
- Cooperate with PEPPM staff or auditors for any request for records to sample or verify any of their posted pricing or invoiced sales

XII.2 Minimum Sales

While Agency does not guarantee any minimum sales, Awarded Vendors are expected to achieve at least \$5,000 sales per quarter for each awarded Product Line. When an Awarded Vendor fails to meet a quarterly threshold, Agency may contact the company to obtain a progress report of sales in its pipeline, identify obstacles to sales, or suggest enhanced marketing to PEPPM customers.

XII.3 Contact and Ordering Instructions

PEPPM will send newly Awarded Vendors an email with instructions on how to complete a standard template for Buyer Ordering Instructions. Awarded Vendors must fill out and return the document in Microsoft Word format for every Product Line awarded. The instructions will give Eligible Entities advice on how to fill out their Purchase Orders, whom to contact, and what resellers, if any, are authorized to sell under the Contract.

Ordering Instructions must be updated whenever an Awarded Vendor's information changes, especially when contact information changes or when resellers are added or removed.

XII.4 Price Lists

Awarded Vendors are required to submit price-list spreadsheets, as prescribed in an Agency template. Data presented should include line items for both physical Products and intangible Products. The Agency will provide specific directions in an email notice to newly Awarded Vendors.

Submitted data will be transferred by Agency to electronic catalogs on PEPPM.org and other eCommerce systems. The data will showcase bid-protected Products to Eligible Entities to foster purchases.

Vendor's spreadsheet contents must be written so buyers can easily find and identify Products under Contract. Data that includes abbreviations or lacks keyword descriptions will be disadvantaged compared to other competitor's items covered by another PEPPM contract.

Agency and its eCommerce Consultant reserve the right to use a third-party content provider to describe or expand upon Product descriptions provided by an Awarded Vendor.

XII.5 Pricing Updates

PEPPM pricing is dynamic, in that formulas accepted from Awarded Vendors are based on discounts from a commercially available price list or a Markup-over-Cost. Therefore, prices may change frequently. Awarded Vendors are required to send PEPPM updated prices whenever their price basis changes. PEPPM will accept updated price lists as often as once per week.

Awarded Vendors must either provide PEPPM a “valid-through” date for posting or certify every five weeks by email that its prices are current.

XII.6 Semi-Annual Reconciliation Reports

Awarded Vendors and their Authorized Resellers must submit a Sales Reconciliation Report to PEPPM twice a year, once for the period January through June, and the second for the period July through December. Reports are due July 30 and January 31, respectively, or on the following business day when the due date falls on a weekend or designated holiday.

Sales Reconciliation Reports based on an official PEPPM template must detail any PEPPM-affiliated sales not covered on monthly invoices. Awarded Vendors who have been granted permission for self-reporting are not subject to the requirement.

XII.7 Specials and Promotions

During the term of its Contract, an Awarded Vendor may offer specials and promotions that may be posted on PEPPM.org.

XII.8 Leasing Information

Awarded Vendors may allow Eligible Entities to enter into rental, lease, or lease purchase agreements, provided that such agreements comply with Agency’s state statutes and state Department of Education policies, rules, and regulations, and any state-specific laws and regulations applicable to Eligible Entities in other states. Awarded Vendor agrees that leases will comply with the Uniform Commercial Code for the state in which the Eligible Entity is from.

Agency will not collect lease payments or be involved in the terms and conditions of the lease.

Awarded Vendor must indicate in its terms and conditions if the shipping costs for the return of leased or rented equipment are the responsibility of the Eligible Entity, and what that cost will be. No sale or assignment of a lease contract to a third party will be made without first informing Agency and the Eligible Entity of the sale or assignment. If an Awarded Vendor sells or assigns a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Awarded Vendor.

Awarded Vendors providing lease or rental opportunities must submit a file detailing lease arrangements available to Eligible Entities. PEPPM will post the information on the PEPPM website. (Awarded Vendor shall be required to provide such information electronically such as Microsoft Word or Adobe PDF document.) If the Awarded Vendor changes their terms and conditions during the term of the Agency Contract, the new document must be filed with PEPPM for archiving and posting.

Lease or rental proposals to Eligible Entities under the Agency Contract must clearly demonstrate that the base price of the equipment and services in the lease or rental proposal was derived using the

PEPPM bid-discounted-pricing or better. The Eligible Entity shall submit a copy of all leasing documents, any associated PEPPM quotes, and any other Awarded Vendor required document(s) with a Purchase Order or letter of intent to lease provided on school or agency letterhead and signed.

Awarded Vendor may use a state procurement agency-approved lease agreement terms and conditions or may substitute its own leasing terms and conditions with the approval of the Eligible Entity.

Any financing arrangements (including lease purchasing arrangements) will be made directly between an Eligible Entity and the Awarded Vendor or applicable lender. Financing arrangements may be subject to additional laws, rules, and regulations, terms and conditions not described in this document and are subject to separate negotiation with each Eligible Entity interested in such an arrangement. Each Eligible Entity should seek its own legal advice before entering into a financing arrangement. All financing arrangements are between the Eligible Entity and the Awarded Vendor or the lender only, and Agency will not be involved in any way.

XII.9 Contract Promotion, Advertising, and Marketing

An Awarded Vendor shall not advertise or publish information concerning an award or Contract before an announcement being made by the Agency. However, after the Agency signs and announces new Contracts, an Awarded Vendor may make truthful and accurate marketing statements regarding its Agency awards.

Before an Awarded Vendor issues a press release about its Contracts, the Agency or PEPPM must give prior approval.

To Awarded Vendors for the term of its Contract, PEPPM extends a license to use the PEPPM logo on the vendor's website and in marketing collateral. Advance permission and review are required. However, the Agency may cause the Awarded Vendor to recall any collateral or any use of the PEPPM logo not in conformance with guidelines, untruthful, or inaccurate.

For each awarded Product Line, Awarded Vendors are required to carry out any marketing plans specified in their bid submissions. At any time, PEPPM may telephone or email an Awarded Vendor for a progress report and evidence of activities conducted under their marketing plans.

XII.10 Request for Voluntary Discounts and Promotions

Awarded Vendors are required to provide an answer, even if no, to requests from LEAs for voluntary, additional discounts or volume discounts—in particular, from any requests deriving from the Agency or eCommerce Consultant's websites. When extending an optional discount, the Awarded Vendor is not obligated to provide a similar or equal discount to another LEA, unless required by federal E-rate Lowest Corresponding Price rules.

XII.11 Punchout Functionality

By default, the Products to be sold by Awarded Vendors will be listed in a hosted marketplace at www.PEPPM.org and other affiliated websites. However, an Awarded Vendor may petition Agency, by email, for a Punchout technology solution. Under this arrangement, a vendor would host its Products on its own website and provide necessary data back to PEPPM to ensure compliance with its Contract with the Agency. Before approval, an Awarded Vendor must demonstrate its ability to meet standards set by Agency and its eCommerce Consultant, which are available upon request. Permissions are granted at Agency's or PEPPM's sole discretion.

XII.12 Training of the Sales Force and Authorized Resellers

Awarded Vendor is responsible to inform and train its sales force and Authorized Resellers on the use of its Agency Contracts for sales under Agency's bid-protection provisions.

XII.13 Contract Extension

Where California allows continuing contracts for equipment for up to five years, Agency reserves the right to extend any eligible bid award beyond the [Contract Term](#), one year at time for a period of up to two years. The extension of any awarded bid will be optional upon the agreement of the Agency and the Awarded Vendor.

Within the allowable time frame allowed for a continuing contract, the Agency reserves the right to offer month-by-month extensions until a new contract is awarded. These month-by-month extensions of the awarded Contract will be optional upon the agreement of the Agency and the Awarded Vendor.

XIII Other Terms and Conditions [\(Return to Top\)](#)

XIII.1 Entire Agreement

The Contract will represent the complete Agreement between the Agency and the Awarded Vendor, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections, or additions to the Contract shall be in writing in the form of an amendment signed by Agency and Awarded Vendor (and the eCommerce Consultant if the eCommerce Consultant is a necessary party).

The Purchase Order will represent the complete Agreement between the Eligible Entity and the Awarded Vendor, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections, or additions to the Purchase Order shall be in writing in the form of an amendment signed by Eligible Entity and Awarded Vendor.

XIII.2 Default Related to the Contract

The Agency or Eligible Entity may, subject to the provisions of Force Majeure, and in addition to its other rights under the Contract or Purchase Order, at law or in equity, declare the Awarded Vendor in default by written notice thereof to the Awarded Vendor, and terminate the whole or any part of the Contract (including, without limitation, for one or more states) or Purchase Order for any of the following reasons:

- Failure to deliver the awarded item(s) within the time period specified under a Purchase Order or as otherwise specified
- Improper delivery
- Failure to provide an item in conformance with the specifications referenced in the Request for Bids
- Delivery of a defective item, where such defect is not cured subject to Section VII.15
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification
- Insolvency
- Assignment made for the benefit of creditors
- Failure to protect, to repair, or to make good any damage or injury to property as required by the Contract
- Breach of any provision, term, or condition of the Contract or Purchase Order, or failure to perform any obligation, requirement, covenant or condition of the Contract or Purchase Order if such

breach, violation, non-compliance, or failure of performance is not cured within thirty (30) days of receipt of written notice thereof

- Failure to make progress in the performance of the Contract or Purchase Order and/or giving Agency or Eligible Entity reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Contract or Purchase Order, if such failure is not cured within thirty (30) days of receipt of written notice thereof
- Failure to pay Transaction Fees when due
- Failure to follow the established procedure for Purchase Orders, invoices, and receipt of funds as stipulated by the Agency and/or Eligible Entity
- Failure to maintain its baseline catalog online
- Failure to update prices
- Nonperformance in sales
- Failure to meet E-rate Program Compliance requirements including suspension or debarment
- Suspension or Debarment during the term of the Contract
- The Awarded Vendor or Authorized Reseller is debarred or suspended or otherwise lawfully precluded from participating in any public-sector procurement activity
- The Awarded Vendor, Authorized Reseller, or awarded Product Line has been identified by the U.S. Government as posing a national security threat to the integrity of communications networks or the communications supply chain

XIII.3 Default Related to the Purchase Order

The Eligible Entity may, subject to the provisions of Force Majeure, and in addition to its other rights under the Purchase Order, at law or in equity, declare the Awarded Vendor in default by written notice of it to the Awarded Vendor, and terminate the whole or any part of a Purchase Order for any of the following reasons:

- Failure to deliver the awarded item(s) within the time period specified on the Purchase Order or as otherwise specified
- Improper delivery
- Failure to provide an item in conformance with the specifications referenced in the Request for Bids
- Delivery of a defective item, where such defect is not cured subject to Section VII.15
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification
- Insolvency
- Assignment made for the benefit of creditors
- Failure to protect, to repair, or to make good any damage or injury to property as required by the Contract
- Breach of any provision of the Purchase Order
- Failure to adequately perform the services set forth in the Purchase Order
- Failure to make progress in the performance of the Purchase Order and/or giving LEA reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Purchase Order
- Failure to observe any of the Terms and Conditions of the Contract or Purchase Order
- Failure to follow the established procedure for Purchase Orders, invoices, and receipt of funds as stipulated by the Eligible Entity
- Suspension or Debarment occurring during the term of the Purchase Order

- The Awarded Vendor, Authorized Reseller, or awarded Product Line has been identified by the U.S. Government as posing a national security threat to the integrity of communications networks or the communications supply chain

If the Eligible Entity terminates the Purchase Order in whole or in part as provided above, the Eligible Entity may procure, upon such terms and in such manner as it determines, any Products similar or identical with the Products so terminated.

If the Purchase Order is terminated as provided in above, the Eligible Entity, in addition to any other rights provided in this paragraph, may require the Awarded Vendor to transfer title and deliver immediately to the Eligible Entity in the manner and to the extent directed by the Eligible Entity, any partially manufactured or delivered Products as the Awarded Vendor has specifically produced or specifically acquired for the performance of the Purchase Order as has been terminated. Except as provided below, payment for any partially manufactured or delivered Products accepted by the Eligible Entity shall be in an amount agreed upon by the Awarded Vendor and Eligible Entity. The Eligible Entity may withhold from amounts otherwise due the Awarded Vendor for any partially manufactured or delivered Products, such sum as the Eligible Entity reasonably determines to be necessary to protect the Eligible Entity against loss due to the Awarded Vendor's default.

XIII.4 Remedies

The rights and remedies of the Agency or Eligible Entity provided in these Terms and Conditions shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or under the Contract or Purchase Order.

The Agency's or Eligible Entity's failure to exercise any rights or remedies provided in these Terms and Conditions, at law, in equity, or under the Contract or Purchase Order shall not be construed to be a waiver by the Agency or Eligible Entity of its rights and remedies in regard to the event of default or any succeeding event of default.

If an Eligible Entity has an administrative dispute resolution process mandated by law, the Awarded Vendor agrees to adhere to such process.

XIII.5 Force Majeure

Neither party to the Contract or a Purchase Order will incur any liability to the other if its performance of any obligation pursuant to the Contract or Purchase Order, as applicable, is prevented or delayed by causes beyond its reasonable control and without the fault or negligence of such party. Causes beyond a party's reasonable control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Awarded Vendor shall notify the Agency regarding obligations pursuant to the Contract or the Eligible Entity regarding obligations pursuant to the Purchase Order orally within five (5) business days and in writing within ten (10) business days of the date on which the Awarded Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall:

- Describe fully such cause(s) and its effect on performance

- State whether performance under the Contract or Purchase Order, as applicable, is prevented or delayed, and
- If performance is delayed, state a reasonable estimate of the duration of the delay if the nature of the Force Majeure event does not prevent Awarded Vendor from reasonably making such estimation.

The Awarded Vendor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within ten (10) business days of Agency's or Eligible Entity's written request such supporting documentation as the Agency or Eligible Entity may reasonably request. After receipt of such notification, the Agency or Eligible Entity may elect either to cancel the Contract or Purchase Order, as applicable, or to extend the time for performance as reasonably necessary to compensate for the Awarded Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the Eligible Entity by notice to the Awarded Vendor, may suspend all or a portion of the Purchase Order, and resume activities when the suspension ends, including making any delayed payments resulting from the suspension.

XIII.6 Termination of Purchase Order

In addition to the other rights of termination set forth in this RFB, the Eligible Entity has the right to terminate a Purchase Order for the following reasons. Termination shall be effective upon written notice to the Awarded Vendor.

- **Termination for Cause:** The Eligible Entity shall have the right to terminate a Purchase Order for Awarded Vendor default upon written notice to the Awarded Vendor unless the Awarded Vendor promptly commences a cure of its default and diligently and completely cures its default within thirty (30) days after receipt of the Eligible Entity's notice of default. Notwithstanding any termination for cause, the Awarded Vendor shall be paid for work satisfactorily completed before the Effective Date of the termination, less the Eligible Entity's damages due to the Awarded Vendor's default.
- **Non-Appropriation:** If the Eligible Entity purchasing from the Awarded Vendor or an Authorized Reseller is a state or local agency under laws of the state applicable to such Eligible, the Eligible Entity's obligation to make payments during any agency fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Eligible Entity shall have the right to terminate the Purchase Order (including any applicable lease). In such event, Eligible Entity must: (1) certify that its governing body did not appropriate funds for the applicable fiscal year; (2) certify that the canceled equipment is not being replaced by similar equipment or equipment performing similar functions during the ensuing fiscal year; and (3) return the equipment to Awarded Vendor, free from all liens and encumbrances, in good condition to a location designated by the Awarded Vendor (which location must be within the Eligible Entity's state, if so requested by Eligible Entity), whereupon Eligible Entity will be released from its obligations to make any further payments to Awarded Vendor, with Awarded Vendor retaining sums paid to date.

XIII.7 Termination of Contract

In addition to the other rights of termination expressly set forth in this RFB, the Agency shall have the right to terminate the Contract, in whole or in part, without penalty, for Agency's convenience upon thirty (30) days written notice to the Awarded Vendor, and upon receipt of said notice, the parties shall

have no further obligations to each other (except for those obligations that expressly survive the termination of this Contract).

At any time, the Agency reserves the right to review the Awarded Vendor's performance of Contract responsibilities with the possibility of cancellation of the whole or any part of this Contract due to failure by the Awarded Vendor to carry out any obligation, term, or condition. The Agency may, but is not obligated to, follow the following procedure:

- Step 1: Issue a warning Letter of Concern outlining the violations and length of time to correct the problems
- Step 2: Issue a letter of intent to cancel Contract, if the problems are not resolved by a given date
- Step 3: Issue letter to cancel Contract

Upon receipt of the written Letter of Concern, the Awarded Vendor shall have ten (10) business days to provide a satisfactory response to Agency detailing how Awarded Vendor intends to address Agency's concerns. Failure on the part of the Awarded Vendor to address adequately all issues of concern may result in Contract cancellation.

If termination of the Awarded Vendor Contract by Agency occurs, each Purchase Order then in effect shall remain in full force and effect until the end of its scheduled term and shall be governed by the Terms and Conditions of the Contract and Purchase Order as if the Contract were still in effect. No new Purchase Orders shall be entered into after the Effective Date of the termination of the Contract.

XIII.8 Assignability and Subcontracting

The Contract and Purchase Order shall be binding upon the parties and their respective successors and assigns.

The Awarded Vendor shall not subcontract with any person or entity to perform all or substantially all of the work to be performed under the Contract or a Purchase Order, without notifying the Agency and Eligible Entity, as applicable. Using delivery/removal carriers does not constitute subcontracting. Awarded Vendor may use subcontractors regularly retained by Awarded Vendor in the ordinary course of business to perform cost, freight, and insurance, custom factory integration (CFI), warranty, break/fix, administrative and back office services, provided such subcontractors shall not have access to Eligible Entity's confidential information other than billing and contact information, and Awarded Vendor shall indemnify and hold harmless Agency and Eligible Entity from any claims, penalties, damages, and expenses of any nature (including attorneys' fees and costs) arising out of or relating to such subcontractors.

The Awarded Vendor may not assign, in whole or in part, the Contract or any Purchase Order or its rights, duties, obligations, or responsibilities thereunder without the prior written consent of the Agency and Eligible Entity, as applicable, which consent shall not be unreasonably withheld, conditioned, or delayed.

For the purposes of the Contract and Purchase Order, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of a majority ownership interest in the Awarded Vendor provided that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

Any assignment consented to by Agency or Eligible Entity shall be evidenced by a written assignment agreement executed by the Awarded Vendor and its assignee in which the assignee agrees to be legally bound by the Terms and Conditions of the Contract or Purchase Order, as applicable, and to assume the duties, obligations, and responsibilities being assigned. Unless the Agency or Eligible Entity has consented to an assignment and agreed in writing to release the assignor from liability under the Contract or Purchase Order, no assignment shall release the Awarded Vendor from liability under the Contract or Purchase Order.

A change of name by the Awarded Vendor, following which the Awarded Vendor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Awarded Vendor shall give the Agency and any Eligible Entities holding outstanding Purchase Orders written notice of any such change of name.

Notwithstanding the foregoing, the Awarded Vendor may, without the consent of the Eligible Entity, assign the Agreement to a successor entity in connection with a merger, consolidation or dissolution of all or substantially all of Awarded Vendor's assets or business, provided that Awarded Vendor's successor entity assumes in writing all of Awarded Vendor's obligations under this Agreement and agrees in writing to be bound by this Agreement, assign its rights to payment to be received pursuant to the Purchase Order, provided that the Awarded Vendor provides written notice of such assignment to the Eligible Entity together with a written acknowledgment from the assignee that any such payments are subject to the Terms and Conditions of the Purchase Order.

Further, notwithstanding the foregoing, the Awarded Vendor may, without the consent of Agency or Eligible Entity, assign leases to a third party for the purposes of securitization or factoring.

XIII.9 Intellectual Property Indemnity

Awarded Vendor shall defend, indemnify and hold harmless the Agency and Eligible Entity (collectively, "Indemnitees") from and against all claims, damages, losses and expenses, including without limitation reasonable attorney's fees and legal costs, that Indemnitees incur as a result of any third-party claims, demands, or actions arising out of or resulting from a claim or allegation that any Products provided by Awarded Vendor in connection with the Contract or a Purchase Order ("Covered Product") infringe upon or misappropriate any patent, copyright, trademark, trade secret or other intellectual property right of any third party enforceable in the United States (each a "Covered Claim"). Awarded Vendor shall have no obligation for Covered Claims to the extent they are caused by: (i) the combination of a Covered Product with third-party Products with which such Covered Product was not intended to be used; (ii) the unauthorized modification of a Covered Product; (iii) the use of a Covered Product for a purpose or in a manner for which such Covered Product was not designed; or (vi) the use of a Covered Product after Awarded Vendor has informed Eligible Entity of modifications or changes to the Covered Product that do not result in a material loss of functionality and that are required to avoid such Covered Claim, and has offered to promptly implement such modifications or changes free of charge, if such Covered Claim would have been avoided by implementation of such modifications or changes. To obtain the benefit of the foregoing indemnification, Indemnitees must (a) promptly notify Awarded Vendor of a Covered Claim; (b) provide Awarded Vendor with such reasonable assistance as Awarded Vendor reasonably requires from time to time, provided Awarded Vendor shall pay for all Indemnitees' out of pocket costs; and (c) give Awarded Vendor full control of the defense and settlement of the Covered Claim, provided that no settlement shall require the payment of any amount not indemnified for hereunder. If a Covered Claim is made, or in Awarded Vendor's opinion is likely to occur, Awarded Vendor, at its sole discretion and expense, may perform one of the following: (a) use its reasonable

endeavors to procure for Indemnitees the right to continue using the Covered Products; (b) use its reasonable endeavors to replace or modify the Covered Products so they become non-infringing, without material loss of functionality; or (c) if neither (a) or (b) are practicably available to Awarded Vendor acting reasonably, reimburse to Indemnitees all prepaid amounts, and reimburse Indemnitees for the total cost of such Covered Products depreciated on a straight-line basis over a period of five years.. This section states the exclusive and entire liability of Awarded Vendor to Indemnitees for Covered Claims and the obligations of Awarded Vendor hereunder shall survive termination of the Contract or Purchase Order.

XIII.10 Indemnification

To the fullest extent allowed by law, the Awarded Vendor shall indemnify and hold harmless the Agency and Eligible Entity from and against all claims, damages, losses and expenses, including without limitation reasonable attorney's fees and legal costs that Agency or Eligible Entity incur as a result of any third-party claims, demands, or actions arising out of or resulting from the Awarded Vendor's actual or alleged gross negligence, willful misconduct, or breach of the Contract or a Purchase Order.

This includes, without limitation, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or gross negligence of the Awarded Vendor, its Authorized Resellers, anyone directly employed by them, or anyone for whose actions they are held to be legally liable.

The indemnification obligations under the Contract and Purchase Order shall not be limited by amount or type of damages, compensation, or benefits payable by or for the Awarded Vendor or Authorized Reseller under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Further, nothing in these indemnification provisions is intended to waive or extinguish the immunity protections of Agency or Eligible Entity, its agents or employees as set forth in California law or other similar state or federal laws or Constitutional provisions. Awarded Vendor's indemnity obligations shall be in addition to any insurance requirements under the Contract or Purchase Order. The obligations shall survive the expiration or earlier termination of the Contract or Purchase Order.

XIII.11 Limits of Awarded Vendor Liability

The Awarded Vendor's liability to Agency under the Contract shall be limited to the greater of \$3,000,000 or two times the total amount ordered by all Eligible Entities from Awarded Vendor during the 12-month period preceding the date that the dispute first arose. The Awarded Vendor's liability to any Eligible Entity shall be limited to the greater of \$500,000 or two times the total amount ordered by such Eligible Entity from Awarded Vendor during the 12-month period preceding the date that the dispute first arose.

Unless stated otherwise in this section, this limitation will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not apply, however, to damages for bodily injury (including death) or damage to real property or tangible personal property for which the Awarded Vendor is legally liable. Nor will the limitation apply to the Awarded Vendor's intellectual property indemnity — subject, however, to the disclaimer of any consequential damages and other related categories of damages as set forth elsewhere in this section. In no event shall Awarded Vendor, Agency or any Eligible Entity be liable for any special, indirect, incidental, exemplary, reliance,

consequential or punitive damages, or loss of profits or revenue, whether based on breach of Contract, tort (including negligence), Product liability or otherwise.

XIII.12 Governing Law; Jurisdiction and Venue, and Severability

The Agreement between the Agency and the Awarded Vendor and its Authorized Resellers will be governed and construed in the courts with the laws of the state of California without giving effect to its conflict-of-laws' provisions. Claimants submit to the exclusive jurisdiction of the courts of Kern County in the state of California and any United States courts located within Agency's jurisdiction for purposes of any and all litigation arising out of or relating to this Agreement or the use of the PEPPM website. Claimants waive any objections to the forum of California for lack of venue, *forum non-conveniens*, or any other jurisdictional ground.

When claims, disputes, or other matters arise between an Eligible Entity and an Awarded Vendor, the Agreement or Purchase Order shall be governed, construed, and enforced in the courts and under the laws of the state, district, or territory in which the Eligible Entity is located. Again, claimants waive any objections to the forum of the respective Eligible Entity for lack of venue, *forum non-conveniens*, or any other jurisdictional ground.

Should any term of the Contract or Purchase Order be rendered unlawful by a court of competent jurisdiction or any legislative act, then the parties shall give effect to the balance of the Contract or Purchase Order to the extent possible. If such invalidity shall be caused by the length of any period of time set forth in any part of the Contract or Purchase Order, such period of time shall be considered to be reduced or increased, as necessary, to a period which would cure such invalidity.

XIII.13 Rights of Eligible Entities

The rights and remedies of the Agency and Eligible Entities provided in these Terms and Conditions shall not be exclusive and are in addition to any other rights and remedies provided by law, at equity, under the Contract and any Purchase Order.

XIII.14 Legal Notices

All notices explicitly or implicitly required by the Contract or Purchase Order shall be delivered by certified mail or other commercial carrier offering proof of delivery to the parties at the address referred to in the Awarded Vendor Agreement or Purchase Order. Unless proven to the contrary by the recipient, notice shall be considered received no more than two (2) business days after its postmark by the postal service or proof of delivery by a commercial carrier.

XIII.15 Binding Nature and Survival

The Contract and each Purchase Order shall bind and inure to the benefit of the respective parties thereto and their respective successors and assigns. It is understood and agreed, whether or not specifically provided herein, any provision of the Contract or Purchase Order, which by its nature and effect is required to be observed, kept, or performed after the expiration or termination of the Contract or Purchase Order shall survive the expiration or termination of the Contract or Purchase Order.

XIII.16 Copyright

This Request for Bids, its Terms and Conditions, the electronic bid form, and all attachments are copyrighted by Agency, CSIU, and the Epylon Corporation (©2022, KCSOS, CSIU & Epylon).

[END]

Partial List of Eligible Agencies

Kern County Office of Education

PEPPM 2023 Product Line Bid – California Electronic Bid # 535122

County Offices of Education

County	Agency Name
Alameda	Alameda County Office of Education
Alpine	Alpine County Office of Education
Amador	Amador County Office of Education
Butte	Butte County Office of Education
Calaveras	Calaveras County Office of Education
Colusa	Colusa County Office of Education
Contra Costa	Contra Costa County Office of Education
Del Norte	Del Norte County Office of Education
El Dorado	El Dorado County Office of Education
Fresno	Fresno County Office of Education
Glenn	Glenn County Office of Education
Humboldt	Humboldt County Office of Education
Imperial	Imperial County Office of Education
Inyo	Inyo County Office of Education
Kern	Kern County Office of Education
Kings	Kings County Office of Education
Lake	Lake County Office of Education
Lassen	Lassen County Office of Education
Los Angeles	Los Angeles County Office of Education
Madera	Madera County Office of Education
Marin	Marin County Office of Education
Mariposa	Mariposa County Office of Education
Mendocino	Mendocino County Office of Education
Merced	Merced County Office of Education
Modoc	Modoc County Office of Education
Mono	Mono County Office of Education
Monterey	Monterey County Office of Education
Napa	Napa County Office of Education
Nevada	Nevada County Office of Education
Orange	Orange County Office of Education
Placer	Placer County Office of Education
Plumas	Plumas County Office of Education
Riverside	Riverside County, Office of Education
Sacramento	Sacramento County Office of Education
San Benito	San Benito County Office of Education
San Bernardino	San Bernardino County Office of Education
San Diego	San Diego County Office of Education
San Francisco	San Francisco County Office of Education
San Joaquin	San Joaquin County Office of Education

San Luis Obispo	San Luis Obispo County Office of Education
San Mateo	San Mateo County Office of Education
Santa Barbara	Santa Barbara County Office of Education
Santa Clara	Santa Clara County Office of Education
Santa Cruz	Santa Cruz County Office of Education
Shasta	Shasta County Office of Education
Sierra	Sierra County Office of Education
Siskiyou	Siskiyou County Office of Education
Solano	Solano County Office of Education
Sonoma	Sonoma County Office of Education
Stanislaus	Stanislaus County Office of Education
Sutter	Sutter County Office of Education
Tehama	Tehama County Office of Education
Trinity	Trinity County Office of Education
Tulare	Tulare County Office of Education
Tuolumne	Tuolumne County Office of Education
Ventura	Ventura County Office of Education
Yolo	Yolo County Office of Education
Yuba	Yuba County Office of Education

School Districts and State-Authorized Schools

<u>County</u>	<u>School District or Agency</u>
Alameda	California School for the Blind (State Special Schl)
Alameda	California School for the Deaf-Fremont (State Special Schl)
Alameda	Alameda Unified
Alameda	Albany City Unified
Alameda	Berkeley Unified
Alameda	Castro Valley Unified
Alameda	Emery Unified
Alameda	Fremont Unified
Alameda	Hayward Unified
Alameda	Livermore Valley Joint Unified
Alameda	Mountain House Elementary
Alameda	Newark Unified
Alameda	New Haven Unified
Alameda	Oakland Unified
Alameda	Piedmont City Unified
Alameda	San Leandro Unified
Alameda	San Lorenzo Unified
Alameda	Tri-Valley ROP
Alameda	Eden Area ROP
Alameda	Mission Valley ROC/P
Alameda	Dublin Unified
Alameda	Pleasanton Unified

Alameda	Sunol Glen Unified
Alpine	Alpine County Unified
Amador	Amador County Unified
Amador	Amador County ROP
Butte	Bangor Union Elementary
Butte	Biggs Unified
Butte	Chico Unified
Butte	Durham Unified
Butte	Feather Falls Union Elementary
Butte	Golden Feather Union Elementary
Butte	Manzanita Elementary
Butte	Oroville City Elementary
Butte	Oroville Union High
Butte	Palermo Union Elementary
Butte	Paradise Unified
Butte	Thermalito Union Elementary
Butte	Pioneer Union Elementary
Butte	Butte County ROP
Butte	Gridley Unified
Calaveras	Bret Harte Union High
Calaveras	Calaveras Unified
Calaveras	Mark Twain Union Elementary
Calaveras	Vallecito Union
Colusa	Colusa Unified
Colusa	Maxwell Unified
Colusa	Pierce Joint Unified
Colusa	Williams Unified
Contra Costa	Acalanes Union High
Contra Costa	Antioch Unified
Contra Costa	Brentwood Union Elementary
Contra Costa	Byron Union Elementary
Contra Costa	Canyon Elementary
Contra Costa	John Swett Unified
Contra Costa	Knightsen Elementary
Contra Costa	Lafayette Elementary
Contra Costa	Liberty Union High
Contra Costa	Martinez Unified
Contra Costa	Moraga Elementary
Contra Costa	Mt. Diablo Unified
Contra Costa	Oakley Union Elementary
Contra Costa	Orinda Union Elementary
Contra Costa	Pittsburg Unified

Contra Costa West	Contra Costa Unified
Contra Costa San Ramon Valley	Unified
Contra Costa Walnut Creek	Elementary
Contra Costa Contra Costa County	ROP
Del Norte	Del Norte County Unified
Del Norte	Del Norte County ROP
El Dorado	Buckeye Union Elementary
El Dorado	Camino Union Elementary
El Dorado	El Dorado Union High
El Dorado	Gold Oak Union Elementary
El Dorado	Gold Trail Union Elementary
El Dorado	Indian Diggings Elementary
El Dorado	Lake Tahoe Unified
El Dorado	Latrobe
El Dorado	Mother Lode Union Elementary
El Dorado	Pioneer Union Elementary
El Dorado	Placerville Union Elementary
El Dorado	Pollock Pines Elementary
El Dorado	Rescue Union Elementary
El Dorado	Silver Fork Elementary
El Dorado	Black Oak Mine Unified
El Dorado	Central Sierra ROP
Fresno	Alvina Elementary
Fresno	Big Creek Elementary
Fresno	Burrell Union Elementary
Fresno	Clay Joint Elementary
Fresno	Clovis Unified
Fresno	Coalinga-Huron Unified
Fresno	Fowler Unified
Fresno	Fresno Unified
Fresno	Kingsburg Elementary Charter
Fresno	Kingsburg Joint Union High
Fresno	Kings Canyon Joint Unified
Fresno	Laton Joint Unified
Fresno	Monroe Elementary
Fresno	Orange Center
Fresno	Pacific Union Elementary
Fresno	Parlier Unified
Fresno	Pine Ridge Elementary
Fresno	Raisin City Elementary
Fresno	Sanger Unified
Fresno	Selma Unified

Fresno	Washington Colony Elementary
Fresno	West Park Elementary
Fresno	Westside Elementary
Fresno	Firebaugh-Las Deltas Unified
Fresno	Central Unified
Fresno	Kerman Unified
Fresno	Valley ROP
Fresno	Fresno ROP
Fresno	Mendota Unified
Fresno	Golden Plains Unified
Fresno	Sierra Unified
Fresno	Riverdale Joint Unified
Fresno	Caruthers Unified
Fresno	Washington Unified
Glenn	Capay Joint Union Elementary
Glenn	Lake Elementary
Glenn	Plaza Elementary
Glenn	Princeton Joint Unified
Glenn	Stony Creek Joint Unified
Glenn	Willows Unified
Glenn	Glenn County ROP
Glenn	Orland Joint Unified
Glenn	Hamilton Unified
Humboldt	Arcata Elementary
Humboldt	Northern Humboldt Union High
Humboldt	Big Lagoon Union Elementary
Humboldt	Blue Lake Union Elementary
Humboldt	Bridgeville Elementary
Humboldt	Cuddeback Union Elementary
Humboldt	Cutten Elementary
Humboldt	Fieldbrook Elementary
Humboldt	Fortuna Union High
Humboldt	Freshwater Elementary
Humboldt	Garfield Elementary
Humboldt	Green Point Elementary
Humboldt	Hydesville Elementary
Humboldt	Jacoby Creek Elementary
Humboldt	Klamath-Trinity Joint Unified
Humboldt	Kneeland Elementary
Humboldt	Loleta Union Elementary
Humboldt	Maple Creek Elementary
Humboldt	McKinleyville Union Elementary

Humboldt	Orick Elementary
Humboldt	Pacific Union Elementary
Humboldt	Peninsula Union
Humboldt	Rio Dell Elementary
Humboldt	Scotia Union Elementary
Humboldt	South Bay Union Elementary
Humboldt	Southern Humboldt Joint Unified
Humboldt	Trinidad Union Elementary
Humboldt	Humboldt County ROP
Humboldt	Ferndale Unified
Humboldt	Mattole Unified
Humboldt	Eureka City Schools
Humboldt	Fortuna Elementary
Imperial	Brawley Elementary
Imperial	Brawley Union High
Imperial	Calexico Unified
Imperial	Calipatria Unified
Imperial	Central Union High
Imperial	El Centro Elementary
Imperial	Heber Elementary
Imperial	Holtville Unified
Imperial	Imperial Unified
Imperial	Magnolia Union Elementary
Imperial	McCabe Union Elementary
Imperial	Meadows Union Elementary
Imperial	Mulberry Elementary
Imperial	San Pasqual Valley Unified
Imperial	Seeley Union Elementary
Imperial	Westmorland Union Elementary
Imperial	Imperial Valley ROP
Inyo	Big Pine Unified
Inyo	Death Valley Unified
Inyo	Lone Pine Unified
Inyo	Owens Valley Unified
Inyo	Round Valley Joint Elementary
Inyo	Bishop Unified
Kern	Arvin Union
Kern	Bakersfield City
Kern	Beardsley Elementary
Kern	Belridge Elementary
Kern	Blake Elementary
Kern	Panama-Buena Vista Union

Kern	Buttonwillow Union Elementary
Kern	Caliente Union Elementary
Kern	Delano Union Elementary
Kern	Delano Joint Union High
Kern	Di Giorgio Elementary
Kern	Edison Elementary
Kern	Elk Hills Elementary
Kern	Fairfax Elementary
Kern	Fruitvale Elementary
Kern	General Shafter Elementary
Kern	Greenfield Union
Kern	Kern High
Kern	Kernville Union Elementary
Kern	Lakeside Union
Kern	Lamont Elementary
Kern	Richland Union Elementary
Kern	Linns Valley-Poso Flat Union
Kern	Lost Hills Union Elementary
Kern	Maple Elementary
Kern	Maricopa Unified
Kern	McKittrick Elementary
Kern	Midway Elementary
Kern	Mojave Unified
Kern	Muroc Joint Unified
Kern	Norris Elementary
Kern	Pond Union Elementary
Kern	Rosedale Union Elementary
Kern	Semitropic Elementary
Kern	Southern Kern Unified
Kern	South Fork Union
Kern	Standard Elementary
Kern	Taft City
Kern	Taft Union High
Kern	Tehachapi Unified
Kern	Vineland Elementary
Kern	Wasco Union Elementary
Kern	Wasco Union High
Kern	Rio Bravo-Greeley Union Elementary
Kern	Sierra Sands Unified
Kern	McFarland Unified
Kern	West Side ROP
Kern	North Kern Vocational Training Center

Kern	Kern County ROP
Kern	Kern High ROC
Kern	El Tejon Unified
Kings	Armona Union Elementary
Kings	Central Union Elementary
Kings	Corcoran Joint Unified
Kings	Hanford Elementary
Kings	Hanford Joint Union High
Kings	Island Union Elementary
Kings	Kings River-Hardwick Union Elementary
Kings	Kit Carson Union Elementary
Kings	Lakeside Union Elementary
Kings	Lemoore Union Elementary
Kings	Lemoore Union High
Kings	Pioneer Union Elementary
Kings	Reef-Sunset Unified
Kings	Kings County ROP
Lake	Kelseyville Unified
Lake	Konocti Unified
Lake	Lakeport Unified
Lake	Lucerne Elementary
Lake	Middletown Unified
Lake	Lake County ROP
Lake	Upper Lake Unified
Lassen	Big Valley Joint Unified
Lassen	Janesville Union Elementary
Lassen	Johnstonville Elementary
Lassen	Lassen Union High
Lassen	Ravendale-Termo Elementary
Lassen	Richmond Elementary
Lassen	Shaffer Union Elementary
Lassen	Susanville Elementary
Lassen	Westwood Unified
Lassen	Lassen ROP
Lassen	Fort Sage Unified
Los Angeles	ABC Unified
Los Angeles	Antelope Valley Union High
Los Angeles	Arcadia Unified
Los Angeles	Azusa Unified
Los Angeles	Baldwin Park Unified
Los Angeles	Bassett Unified
Los Angeles	Bellflower Unified

Los Angeles	Beverly Hills Unified
Los Angeles	Bonita Unified
Los Angeles	Burbank Unified
Los Angeles	Castaic Union
Los Angeles	Centinela Valley Union High
Los Angeles	Charter Oak Unified
Los Angeles	Claremont Unified
Los Angeles	Covina-Valley Unified
Los Angeles	Culver City Unified
Los Angeles	Downey Unified
Los Angeles	Duarte Unified
Los Angeles	Eastside Union Elementary
Los Angeles	East Whittier City Elementary
Los Angeles	El Monte City
Los Angeles	El Monte Union High
Los Angeles	El Rancho Unified
Los Angeles	El Segundo Unified
Los Angeles	Garvey Elementary
Los Angeles	Glendale Unified
Los Angeles	Glendora Unified
Los Angeles	Gorman Joint
Los Angeles	Hawthorne
Los Angeles	Hermosa Beach City Elementary
Los Angeles	Hughes-Elizabeth Lakes Union Elementary
Los Angeles	Inglewood Unified
Los Angeles	Keppel Union Elementary
Los Angeles	La Canada Unified
Los Angeles	Lancaster Elementary
Los Angeles	Las Virgenes Unified
Los Angeles	Lawndale Elementary
Los Angeles	Lennox
Los Angeles	Little Lake City Elementary
Los Angeles	Long Beach Unified
Los Angeles	Los Angeles Unified
Los Angeles	Los Nietos
Los Angeles	Lowell Joint
Los Angeles	Lynwood Unified
Los Angeles	Monrovia Unified
Los Angeles	Montebello Unified
Los Angeles	Mountain View Elementary
Los Angeles	Newhall
Los Angeles	Norwalk-La Mirada Unified

Los Angeles	Palmdale Elementary
Los Angeles	Palos Verdes Peninsula Unified
Los Angeles	Paramount Unified
Los Angeles	Pasadena Unified
Los Angeles	Pomona Unified
Los Angeles	Rosemead Elementary
Los Angeles	San Marino Unified
Los Angeles	Santa Monica-Malibu Unified
Los Angeles	Saugus Union
Los Angeles	South Pasadena Unified
Los Angeles	South Whittier Elementary
Los Angeles	Sulphur Springs Union
Los Angeles	Temple City Unified
Los Angeles	Torrance Unified
Los Angeles	Valle Lindo Elementary
Los Angeles	West Covina Unified
Los Angeles	Westside Union Elementary
Los Angeles	Whittier City Elementary
Los Angeles	Whittier Union High
Los Angeles	William S. Hart Union High
Los Angeles	Wilsona Elementary
Los Angeles	Compton Unified
Los Angeles	Hacienda la Puente Unified
Los Angeles	Rowland Unified
Los Angeles	Walnut Valley Unified
Los Angeles	La Puente Valley ROP
Los Angeles	Southeast ROP
Los Angeles	East San Gabriel Valley ROP
Los Angeles	Tri-Cities ROP
Los Angeles	Southern California ROC
Los Angeles	Long Beach Unified ROP
Los Angeles	Los Angeles Unified ROCP
Los Angeles	Los Angeles County ROP
Los Angeles	Hart ROP
Los Angeles	Antelope Valley ROP
Los Angeles	Compton Unified ROP
Los Angeles	San Antonio ROP
Los Angeles	San Gabriel Unified
Los Angeles	Acton-Agua Dulce Unified
Los Angeles	Manhattan Beach Unified
Los Angeles	Redondo Beach Unified
Los Angeles	Alhambra Unified

Los Angeles	Wiseburn Unified
Los Angeles	California Advancing Pathways for Students in Los Angeles County
ROC/P	
Madera	Alview-Dairyland Union Elementary
Madera	Bass Lake Joint Union Elementary
Madera	Chowchilla Elementary
Madera	Chowchilla Union High
Madera	Madera Unified
Madera	Raymond-Knowles Union Elementary
Madera	Golden Valley Unified
Madera	Chawanakee Unified
Madera	Yosemite Unified
Marin	Bolinas-Stinson Union
Marin	Dixie Elementary
Marin	Kentfield Elementary
Marin	Laguna Joint Elementary
Marin	Lagunitas Elementary
Marin	Larkspur-Corte Madera
Marin	Lincoln Elementary
Marin	Mill Valley Elementary
Marin	Nicasio
Marin	Novato Unified
Marin	Reed Union Elementary
Marin	Ross Elementary
Marin	San Rafael City Elementary
Marin	San Rafael City High
Marin	Sausalito Marin City
Marin	Tamalpais Union High
Marin	Shoreline Unified
Marin	Marin County ROP
Marin	Ross Valley Elementary
Mariposa	Mariposa County Unified
Mendocino	Anderson Valley Unified
Mendocino	Arena Union Elementary
Mendocino	Fort Bragg Unified
Mendocino	Manchester Union Elementary
Mendocino	Mendocino Unified
Mendocino	Point Arena Joint Union High
Mendocino	Round Valley Unified
Mendocino	Ukiah Unified
Mendocino	Willits Unified
Mendocino	Potter Valley Community Unified

Mendocino	Laytonville Unified
Mendocino	Mendocino County ROC/ROP
Mendocino	Leggett Valley Unified
Merced	Atwater Elementary
Merced	Ballico-Cressey Elementary
Merced	El Nido Elementary
Merced	Hilmar Unified
Merced	Le Grand Union Elementary
Merced	Le Grand Union High
Merced	Livingston Union
Merced	Los Banos Unified
Merced	McSwain Union Elementary
Merced	Merced City Elementary
Merced	Merced Union High
Merced	Plainsburg Union Elementary
Merced	Planada Elementary
Merced	Snelling-Merced Falls Union Elementary
Merced	Weaver Union
Merced	Winton
Merced	Gustine Unified
Merced	Merced River Union Elementary
Merced	Merced County ROP
Merced	Dos Palos Oro Loma Joint Unified
Merced	Delhi Unified
Modoc	Surprise Valley Joint Unified
Modoc	Modoc Joint Unified
Modoc	Tulelake Basin Joint Unified
Modoc	Modoc County ROP
Mono	Eastern Sierra Unified
Mono	Mammoth Unified
Mono	Mono County ROC/P
Monterey	Alisal Union
Monterey	Bradley Union Elementary
Monterey	Carmel Unified
Monterey	Chualar Union
Monterey	Graves Elementary
Monterey	Greenfield Union Elementary
Monterey	King City Union
Monterey	South Monterey County Joint Union High
Monterey	Lagunita Elementary
Monterey	Mission Union Elementary
Monterey	Monterey Peninsula Unified

Monterey	Pacific Grove Unified
Monterey	Salinas City Elementary
Monterey	Salinas Union High
Monterey	San Antonio Union Elementary
Monterey	San Ardo Union Elementary
Monterey	San Lucas Union Elementary
Monterey	Santa Rita Union Elementary
Monterey	Spreckels Union Elementary
Monterey	Washington Union Elementary
Monterey	North Monterey County Unified
Monterey	Mission Trails ROP
Monterey	Big Sur Unified
Monterey	Soledad Unified
Monterey	Gonzales Unified
Napa	Calistoga Joint Unified
Napa	Howell Mountain Elementary
Napa	Napa Valley Unified
Napa	Pope Valley Union Elementary
Napa	Saint Helena Unified
Napa	Napa County ROP
Nevada	Chicago Park Elementary
Nevada	Clear Creek Elementary
Nevada	Grass Valley Elementary
Nevada	Nevada City Elementary
Nevada	Nevada Joint Union High
Nevada	Pleasant Ridge Union Elementary
Nevada	Union Hill Elementary
Nevada	Twin Ridges Elementary
Nevada	Penn Valley Union Elementary
Orange	Anaheim Elementary
Orange	Anaheim Union High
Orange	Brea-Olinda Unified
Orange	Buena Park Elementary
Orange	Capistrano Unified
Orange	Centralia Elementary
Orange	Cypress Elementary
Orange	Fountain Valley Elementary
Orange	Fullerton Elementary
Orange	Fullerton Joint Union High
Orange	Garden Grove Unified
Orange	Huntington Beach City Elementary
Orange	Huntington Beach Union High

Orange	Laguna Beach Unified
Orange	La Habra City Elementary
Orange	Magnolia Elementary
Orange	Newport-Mesa Unified
Orange	Ocean View
Orange	Orange Unified
Orange	Placentia-Yorba Linda Unified
Orange	Santa Ana Unified
Orange	Savanna Elementary
Orange	Westminster
Orange	Saddleback Valley Unified
Orange	Tustin Unified
Orange	Irvine Unified
Orange	Los Alamitos Unified
Orange	North Orange County ROP-Adult
Orange	Coastline ROP
Orange	Central Orange County CTE Partnership (CTEp)
Placer	Ackerman Charter
Placer	Alta-Dutch Flat Union Elementary
Placer	Auburn Union Elementary
Placer	Colfax Elementary
Placer	Dry Creek Joint Elementary
Placer	Eureka Union
Placer	Foresthill Union Elementary
Placer	Loomis Union Elementary
Placer	Newcastle Elementary
Placer	Placer Hills Union Elementary
Placer	Placer Union High
Placer	Roseville City Elementary
Placer	Roseville Joint Union High
Placer	Tahoe-Truckee Unified
Placer	Western Placer Unified
Placer	Forty-Niner ROP
Placer	Rocklin Unified
Plumas	Plumas Unified
Plumas	Plumas County ROP
Riverside	California School for the Deaf-Riverside (State Special Schl)
Riverside	Alvord Unified
Riverside	Banning Unified
Riverside	Beaumont Unified
Riverside	Corona-Norco Unified
Riverside	Desert Center Unified

Riverside	Desert Sands Unified
Riverside	Hemet Unified
Riverside	Jurupa Unified
Riverside	Meniffee Union Elementary
Riverside	Moreno Valley Unified
Riverside	Nuview Union
Riverside	Palm Springs Unified
Riverside	Palo Verde Unified
Riverside	Perris Elementary
Riverside	Perris Union High
Riverside	Riverside Unified
Riverside	Romoland Elementary
Riverside	San Jacinto Unified
Riverside	Coachella Valley Unified
Riverside	Riverside County Office Of Education ROP
Riverside	Lake Elsinore Unified
Riverside	Temecula Valley Unified
Riverside	Murrieta Valley Unified
Riverside	Val Verde Unified
Sacramento	Arcohe Union Elementary
Sacramento	Elk Grove Unified
Sacramento	Elverta Joint Elementary
Sacramento	Folsom-Cordova Unified
Sacramento	Galt Joint Union Elementary
Sacramento	Galt Joint Union High
Sacramento	River Delta Joint Unified
Sacramento	Robla Elementary
Sacramento	Sacramento City Unified
Sacramento	San Juan Unified
Sacramento	Center Joint Unified
Sacramento	Sacramento County ROP
Sacramento	Natomas Unified
Sacramento	Twin Rivers Unified
San Benito	Bitterwater-Tully Elementary
San Benito	Cienega Union Elementary
San Benito	Hollister
San Benito	Jefferson Elementary
San Benito	North County Joint Union Elementary
San Benito	Panoche Elementary
San Benito	San Benito High
San Benito	Southside Elementary
San Benito	Tres Pinos Union Elementary

San Benito	Willow Grove Union Elementary
San Benito	Aromas/San Juan Unified
San Bernardino	Adelanto Elementary
San Bernardino	Alta Loma Elementary
San Bernardino	Barstow Unified
San Bernardino	Bear Valley Unified
San Bernardino	Central Elementary
San Bernardino	Chaffey Joint Union High
San Bernardino	Chino Valley Unified
San Bernardino	Colton Joint Unified
San Bernardino	Cucamonga Elementary
San Bernardino	Etiwanda Elementary
San Bernardino	Fontana Unified
San Bernardino	Helendale Elementary
San Bernardino	Morongo Unified
San Bernardino	Mountain View Elementary
San Bernardino	Mt. Baldy Joint Elementary
San Bernardino	Needles Unified
San Bernardino	Ontario-Montclair
San Bernardino	Oro Grande Elementary
San Bernardino	Redlands Unified
San Bernardino	Rialto Unified
San Bernardino	Rim of the World Unified
San Bernardino	San Bernardino City Unified
San Bernardino	Trona Joint Unified
San Bernardino	Victor Elementary
San Bernardino	Victor Valley Union High
San Bernardino	Yucaipa-Calimesa Joint Unified
San Bernardino	Baker Valley Unified
San Bernardino	Silver Valley Unified
San Bernardino	Snowline Joint Unified
San Bernardino	Colton-Redlands-Yucaipa ROP
San Bernardino	Baldy View ROP
San Bernardino	San Bernardino County ROP
San Bernardino	Hesperia Unified
San Bernardino	Lucerne Valley Unified
San Bernardino	Upland Unified
San Bernardino	Apple Valley Unified
San Diego	Alpine Union Elementary
San Diego	Borrego Springs Unified
San Diego	Cajon Valley Union
San Diego	Cardiff Elementary

San Diego	Chula Vista Elementary
San Diego	Coronado Unified
San Diego	Dehesa Elementary
San Diego	Del Mar Union Elementary
San Diego	Encinitas Union Elementary
San Diego	Escondido Union
San Diego	Escondido Union High
San Diego	Fallbrook Union Elementary
San Diego	Fallbrook Union High
San Diego	Grossmont Union High
San Diego	Jamul-Dulzura Union Elementary
San Diego	Julian Union Elementary
San Diego	Julian Union High
San Diego	Lakeside Union Elementary
San Diego	La Mesa-Spring Valley
San Diego	Lemon Grove
San Diego	Mountain Empire Unified
San Diego	National Elementary
San Diego	Poway Unified
San Diego	Ramona City Unified
San Diego	Rancho Santa Fe Elementary
San Diego	San Diego Unified
San Diego	San Dieguito Union High
San Diego	San Pasqual Union Elementary
San Diego	Santee
San Diego	San Ysidro Elementary
San Diego	Solana Beach Elementary
San Diego	South Bay Union
San Diego	Spencer Valley Elementary
San Diego	Sweetwater Union High
San Diego	Vallecitos Elementary
San Diego	Vista Unified
San Diego	Carlsbad Unified
San Diego	Oceanside Unified
San Diego	San Marcos Unified
San Diego	San Diego County ROP
San Diego	Warner Unified
San Diego	Valley Center-Pauma Unified
San Diego	SBC - High Tech High
San Diego	Bonsall Unified
San Francisco	San Francisco Unified
San Francisco	San Francisco County ROP

San Joaquin	Banta Elementary
San Joaquin	Escalon Unified
San Joaquin	Jefferson Elementary
San Joaquin	Lincoln Unified
San Joaquin	Linden Unified
San Joaquin	Lodi Unified
San Joaquin	Manteca Unified
San Joaquin	New Hope Elementary
San Joaquin	New Jerusalem Elementary
San Joaquin	Oak View Union Elementary
San Joaquin	Ripon Unified
San Joaquin	Stockton Unified
San Joaquin	San Joaquin County ROP
San Joaquin	Tracy Joint Unified
San Joaquin	Lammersville Joint Unified
San Luis Obispo	Atascadero Unified
San Luis Obispo	Cayucos Elementary
San Luis Obispo	Lucia Mar Unified
San Luis Obispo	Pleasant Valley Joint Union Elementary
San Luis Obispo	San Luis Coastal Unified
San Luis Obispo	San Miguel Joint Union
San Luis Obispo	Shandon Joint Unified
San Luis Obispo	Templeton Unified
San Luis Obispo	Paso Robles Joint Unified
San Luis Obispo	Coast Unified
San Mateo	Bayshore Elementary
San Mateo	Belmont-Redwood Shores Elementary
San Mateo	Brisbane Elementary
San Mateo	Burlingame Elementary
San Mateo	Cabrillo Unified
San Mateo	Hillsborough City Elementary
San Mateo	Jefferson Elementary
San Mateo	Jefferson Union High
San Mateo	Pacifica
San Mateo	La Honda-Pescadero Unified
San Mateo	Las Lomas Elementary
San Mateo	Menlo Park City Elementary
San Mateo	Millbrae Elementary
San Mateo	Portola Valley Elementary
San Mateo	Ravenswood City Elementary
San Mateo	Redwood City Elementary
San Mateo	San Bruno Park Elementary

San Mateo San Carlos Elementary
 San Mateo San Mateo-Foster City San
 Mateo San Mateo Union High San
 Mateo Sequoia Union High
 San Mateo South San Francisco Unified
 San Mateo Woodside Elementary
 San Mateo San Mateo County ROP
 Santa Barbara Ballard Elementary
 Santa Barbara Blochman Union Elementary
 Santa Barbara Santa Maria-Bonita
 Santa Barbara Buellton Union Elementary
 Santa Barbara Carpinteria Unified
 Santa Barbara Cold Spring Elementary
 Santa Barbara College Elementary
 Santa Barbara Goleta Union Elementary
 Santa Barbara Guadalupe Union Elementary
 Santa Barbara Hope Elementary
 Santa Barbara Lompoc Unified
 Santa Barbara Los Olivos Elementary
 Santa Barbara Montecito Union Elementary
 Santa Barbara Orcutt Union Elementary
 Santa Barbara Santa Maria Joint Union High
 Santa Barbara Santa Ynez Valley Union High
 Santa Barbara Solvang Elementary
 Santa Barbara Vista del Mar Union
 Santa Barbara Santa Barbara County ROP
 Santa Barbara Cuyama Joint Unified
 Santa Barbara Santa Barbara Unified
 Santa Clara Alum Rock Union Elementary
 Santa Clara Berryessa Union Elementary
 Santa Clara Cambrian
 Santa Clara Campbell Union
 Santa Clara Campbell Union High
 Santa Clara Cupertino Union
 Santa Clara East Side Union High
 Santa Clara Evergreen Elementary
 Santa Clara Franklin-McKinley Elementary
 Santa Clara Fremont Union High
 Santa Clara Gilroy Unified
 Santa Clara Lakeside Joint
 Santa Clara Loma Prieta Joint Union Elementary
 Santa Clara Los Altos Elementary

Santa Clara	Los Gatos Union Elementary
Santa Clara	Los Gatos-Saratoga Joint Union High
Santa Clara	Luther Burbank
Santa Clara	Moreland
Santa Clara	Morgan Hill Unified
Santa Clara	Mountain View Whisman
Santa Clara	Mountain View-Los Altos Union High
Santa Clara	Mount Pleasant Elementary
Santa Clara	Oak Grove Elementary
Santa Clara	Orchard Elementary
Santa Clara	Palo Alto Unified
Santa Clara	San Jose Unified
Santa Clara	Santa Clara Unified
Santa Clara	Saratoga Union Elementary
Santa Clara	Sunnyvale
Santa Clara	Union Elementary
Santa Clara	Milpitas Unified
Santa Clara	Metro Education
Santa Clara	Santa Clara County ROP
Santa Clara	North County Regional Occupational Center/Program (ROC/P)
Santa Cruz	Bonny Doon Union Elementary
Santa Cruz	Happy Valley Elementary
Santa Cruz	Live Oak Elementary
Santa Cruz	Mountain Elementary
Santa Cruz	Pacific Elementary
Santa Cruz	Pajaro Valley Unified
Santa Cruz	San Lorenzo Valley Unified
Santa Cruz	Santa Cruz City Elementary
Santa Cruz	Santa Cruz City High
Santa Cruz	Soquel Union Elementary
Santa Cruz	Santa Cruz County ROP
Santa Cruz	Scotts Valley Unified
Shasta	Anderson Union High
Shasta	Bella Vista Elementary
Shasta	Black Butte Union Elementary
Shasta	Cascade Union Elementary
Shasta	Castle Rock Union Elementary
Shasta	Columbia Elementary
Shasta	Cottonwood Union Elementary
Shasta	Enterprise Elementary
Shasta	Fall River Joint Unified
Shasta	French Gulch-Whiskeytown Elementary

Shasta	Grant Elementary
Shasta	Happy Valley Union Elementary
Shasta	Igo, Ono, Platina Union Elementary
Shasta	Indian Springs Elementary
Shasta	Junction Elementary
Shasta	Millville Elementary
Shasta	North Cow Creek Elementary
Shasta	Oak Run Elementary
Shasta	Pacheco Union Elementary
Shasta	Redding Elementary
Shasta	Shasta Union Elementary
Shasta	Shasta Union High
Shasta	Whitmore Union Elementary
Shasta	Mountain Union Elementary
Shasta	Shasta-Trinity ROP
Shasta	Gateway Unified
Sierra	Sierra-Plumas Joint Unified
Sierra	William (R) Rouse ROP
Siskiyou	Big Springs Union Elementary
Siskiyou	Bogus Elementary
Siskiyou	Butteville Union Elementary
Siskiyou	Delphic Elementary
Siskiyou	Dunsmuir Elementary
Siskiyou	Dunsmuir Joint Union High
Siskiyou	Forks of Salmon Elementary
Siskiyou	Gazelle Union Elementary
Siskiyou	Grenada Elementary
Siskiyou	Happy Camp Union Elementary
Siskiyou	Hornbrook Elementary
Siskiyou	Junction Elementary
Siskiyou	Klamath River Union Elementary
Siskiyou	Little Shasta Elementary
Siskiyou	McCloud Union Elementary
Siskiyou	Montague Elementary
Siskiyou	Mt. Shasta Union Elementary
Siskiyou	Seiad Elementary
Siskiyou	Siskiyou Union High
Siskiyou	Weed Union Elementary
Siskiyou	Willow Creek Elementary
Siskiyou	Yreka Union Elementary
Siskiyou	Yreka Union High
Siskiyou	Butte Valley Unified

Siskiyou	Siskiyou ROP
Siskiyou	Scott Valley Unified
Solano	Benicia Unified
Solano	Dixon Unified
Solano	Fairfield-Suisun Unified
Solano	Travis Unified
Solano	Vacaville Unified
Solano	Vallejo City Unified
Sonoma	Alexander Valley Union Elementary
Sonoma	West Sonoma County Union High
Sonoma	Bellevue Union
Sonoma	Bennett Valley Union Elementary
Sonoma	Cinnabar Elementary
Sonoma	Cloverdale Unified
Sonoma	Dunham Elementary
Sonoma	Forestville Union Elementary
Sonoma	Fort Ross Elementary
Sonoma	Geyserville Unified
Sonoma	Gravenstein Union Elementary
Sonoma	Guerneville Elementary
Sonoma	Harmony Union Elementary
Sonoma	Horicon Elementary
Sonoma	Kenwood
Sonoma	Liberty Elementary
Sonoma	Mark West Union Elementary
Sonoma	Monte Rio Union Elementary
Sonoma	Montgomery Elementary
Sonoma	Oak Grove Union Elementary
Sonoma	Old Adobe Union
Sonoma	Petaluma City Elementary
Sonoma	Petaluma Joint Union High
Sonoma	Piner-Olivet Union Elementary
Sonoma	Kashia Elementary
Sonoma	Rincon Valley Union Elementary
Sonoma	Roseland
Sonoma	Santa Rosa Elementary
Sonoma	Santa Rosa High
Sonoma	Sebastopol Union Elementary
Sonoma	Sonoma Valley Unified
Sonoma	Twin Hills Union Elementary
Sonoma	Two Rock Union
Sonoma	Waugh Elementary

Sonoma	West Side Union Elementary
Sonoma	Wilmar Union Elementary
Sonoma	Wright Elementary
Sonoma	Cotati-Rohnert Park Unified
Sonoma	Sonoma County ROP
Sonoma	Windsor Unified
Sonoma	Healdsburg Unified
Stanislaus	Ceres Unified
Stanislaus	Chatom Union
Stanislaus	Denair Unified
Stanislaus	Empire Union Elementary
Stanislaus	Gratton Elementary
Stanislaus	Hart-Ransom Union Elementary
Stanislaus	Hickman Community Charter
Stanislaus	Keyes Union
Stanislaus	Knights Ferry Elementary
Stanislaus	Modesto City Elementary
Stanislaus	Modesto City High
Stanislaus	Paradise Elementary
Stanislaus	Patterson Joint Unified
Stanislaus	Roberts Ferry Union Elementary
Stanislaus	Salida Union Elementary
Stanislaus	Shiloh Elementary
Stanislaus	Stanislaus Union Elementary
Stanislaus	Sylvan Union Elementary
Stanislaus	Valley Home Joint Elementary
Stanislaus	Newman-Crows Landing Unified
Stanislaus	Yosemite ROP
Stanislaus	Hughson Unified
Stanislaus	Riverbank Unified
Stanislaus	Oakdale Joint Unified
Stanislaus	Waterford Unified
Stanislaus	Turlock Unified
Sutter	Brittan Elementary
Sutter	Browns Elementary
Sutter	East Nicolaus Joint Union High
Sutter	Franklin Elementary
Sutter	Live Oak Unified
Sutter	Marcum-Illinois Union Elementary
Sutter	Meridian Elementary
Sutter	Nuestro Elementary
Sutter	Pleasant Grove Joint Union

Sutter	Sutter Union High
Sutter	Winship-Robbins
Sutter	Yuba City Unified
Sutter	Tri-County ROP
Tehama	Antelope Elementary
Tehama	Corning Union Elementary
Tehama	Corning Union High
Tehama	Elkins Elementary
Tehama	Evergreen Union
Tehama	Flournoy Union Elementary
Tehama	Gerber Union Elementary
Tehama	Kirkwood Elementary
Tehama	Lassen View Union Elementary
Tehama	Los Molinos Unified
Tehama	Red Bluff Union Elementary
Tehama	Red Bluff Joint Union High
Tehama	Reeds Creek Elementary
Tehama	Richfield Elementary
Tehama	Tehama County ROP
Trinity	Burnt Ranch Elementary
Trinity	Coffee Creek Elementary
Trinity	Douglas City Elementary
Trinity	Junction City Elementary
Trinity	Lewiston Elementary
Trinity	Trinity Center Elementary
Trinity	Southern Trinity Joint Unified
Trinity	Mountain Valley Unified
Trinity	Trinity Alps Unified
Tulare	Allensworth Elementary
Tulare	Alpaugh Unified
Tulare	Alta Vista Elementary
Tulare	Buena Vista Elementary
Tulare	Burton Elementary
Tulare	Columbine Elementary
Tulare	Cutler-Orosi Joint Unified
Tulare	Ducor Union Elementary
Tulare	Earlimart Elementary
Tulare	Hope Elementary
Tulare	Hot Springs Elementary
Tulare	Kings River Union Elementary
Tulare	Liberty Elementary
Tulare	Lindsay Unified

Tulare	Monson-Sultana Joint Union Elementary
Tulare	Oak Valley Union Elementary
Tulare	Outside Creek Elementary
Tulare	Palo Verde Union Elementary
Tulare	Pixley Union Elementary
Tulare	Pleasant View Elementary
Tulare	Richgrove Elementary
Tulare	Rockford Elementary
Tulare	Saucelito Elementary
Tulare	Sequoia Union Elementary
Tulare	Springville Union Elementary
Tulare	Stone Corral Elementary
Tulare	Strathmore Union Elementary
Tulare	Sundale Union Elementary
Tulare	Sunnyside Union Elementary
Tulare	Terra Bella Union Elementary
Tulare	Three Rivers Union Elementary
Tulare	Tipton Elementary
Tulare	Traver Joint Elementary
Tulare	Tulare City
Tulare	Tulare Joint Union High
Tulare	Visalia Unified
Tulare	Waukena Joint Union Elementary
Tulare	Woodville Union Elementary
Tulare	Farmersville Unified
Tulare	Porterville Unified
Tulare	Dinuba Unified
Tulare	Woodlake Unified
Tulare	Exeter Unified
Tuolumne	Bellevue Elementary
Tuolumne	Columbia Union
Tuolumne	Curtis Creek Elementary
Tuolumne	Jamestown Elementary
Tuolumne	Sonora Elementary
Tuolumne	Sonora Union High
Tuolumne	Soulsbyville Elementary
Tuolumne	Summerville Elementary
Tuolumne	Summerville Union High
Tuolumne	Twain Harte
Tuolumne	Big Oak Flat-Groveland Unified
Ventura	Briggs Elementary
Ventura	Fillmore Unified

Ventura	Hueneme Elementary
Ventura	Mesa Union Elementary
Ventura	Mupu Elementary
Ventura	Ocean View
Ventura	Ojai Unified
Ventura	Oxnard
Ventura	Oxnard Union High
Ventura	Pleasant Valley
Ventura	Rio Elementary
Ventura	Santa Clara Elementary
Ventura	Simi Valley Unified
Ventura	Somis Union
Ventura	Ventura Unified
Ventura	Conejo Valley Unified
Ventura	Oak Park Unified
Ventura	Moorpark Unified
Ventura	Ventura County ROP
Ventura	Santa Paula Unified
Yolo	Davis Joint Unified
Yolo	Esparto Unified
Yolo	Washington Unified
Yolo	Winters Joint Unified
Yolo	Woodland Joint Unified
Yolo	Yolo County ROP
Yuba	Camptonville Elementary
Yuba	Marysville Joint Unified
Yuba	Plumas Lake Elementary
Yuba	Wheatland
Yuba	Wheatland Union High

Directly Funded Charter Schools

<u>County</u>	<u>Charter Scshool</u>
Alameda	Envision Academy for Arts & Technology
Alameda	Yu Ming Charter
Alameda	Urban Montessori Charter
Alameda	Oakland Unity Middle
Alameda	Connecting Waters Charter - East Bay
Alameda	Cox Academy
Alameda	Lazear Charter Academy
Alameda	Nea Community Learning Center
Alameda	The Academy of Alameda
Alameda	Alameda Community Learning Center
Alameda	The Academy of Alameda Elementary

Alameda	REALM Charter Middle
Alameda	REALM Charter High
Alameda	Leadership Public Schools - Hayward
Alameda	Impact Academy of Arts & Technology
Alameda	Golden Oak Montessori of Hayward
Alameda	Knowledge Enlightens You (KEY) Academy
Alameda	Silver Oak High Public Montessori Charter
Alameda	Oakland Unity High
Alameda	East Oakland Leadership Academy
Alameda	Bay Area Technology
Alameda	Lighthouse Community Charter High
Alameda	Aspire Berkley Maynard Academy
Alameda	Achieve Academy
Alameda	American Indian Public High
Alameda	American Indian Model Schools
Alameda	Conservatory of Vocal/Instrumental Arts
Alameda	Oakland Charter High
Alameda	KIPP Bridge Academy
Alameda	ARISE High
Alameda	Civicorps Corpsmember Academy
Alameda	Learning Without Limits
Alameda	Aspire Golden State College Preparatory Academy
Alameda	Aspire ERES Academy
Alameda	Vincent Academy
Alameda	LPS Oakland R & D Campus
Alameda	Aspire College Academy
Alameda	Epic Charter
Alameda	Downtown Charter Academy
Alameda	East Bay Innovation Academy
Alameda	Oakland Military Institute, College Preparatory Academy
Alameda	Lighthouse Community Charter
Alameda	Aspire Lionel Wilson College Preparatory Academy
Alameda	Aspire Triumph Technology Academy
Alameda	Roses in Concrete
Alameda	Francophone Charter School of Oakland
Alameda	Conservatory of Vocal/Instrumental Arts High
Alameda	Lodestar: A Lighthouse Community Charter Public
Alameda	Oakland School for the Arts
Alameda	Oakland Charter Academy
Alameda	American Indian Public Charter
Alameda	Aspire Monarch Academy
Alameda	North Oakland Community Charter
Alameda	ASCEND
Alameda	KIPP Summit Academy
Alameda	KIPP King Collegiate High
Butte	CORE Butte Charter
Butte	Nord Country
Butte	Forest Ranch Charter

Butte	Sherwood Montessori
Butte	Wildflower Open Classroom
Butte	Chico Country Day
Butte	Blue Oak Charter
Butte	Ipakanni Early College Charter
Butte	Pivot Charter School North Valley
Butte	STREAM Charter
Butte	Achieve Charter School of Paradise Inc.
Butte	HomeTech Charter
Butte	Paradise Charter Middle
Butte	Children's Community Charter
Contra Costa	Making Waves Academy
Contra Costa	Caliber: Beta Academy
Contra Costa	Summit Public School K2
Contra Costa	Contra Costa School of Performing Arts
Contra Costa	Clayton Valley Charter High
Contra Costa	Antioch Charter Academy II
Contra Costa	Antioch Charter Academy
Contra Costa	Vista Oaks Charter
Contra Costa	Leadership Public Schools: Richmond
Contra Costa	Richmond College Preparatory
Contra Costa	Richmond Charter Academy
Contra Costa	Richmond Charter Elementary-Benito Juarez
Contra Costa	Aspire Richmond Ca. College Preparatory Academy
Contra Costa	Aspire Richmond Technology Academy
Contra Costa	John Henry High
Contra Costa	Summit Public School: Tamalpais
Contra Costa	Manzanita Middle
Contra Costa	Rocketship Futuro Academy
Del Norte	Uncharted Shores Academy
El Dorado	California Montessori Project-Shingle Springs Campus
El Dorado	Rising Sun Montessori
El Dorado	Clarksville Charter
El Dorado	Camino Science and Natural Resources Charter
Fresno	Crescent View West Charter
Fresno	Hume Lake Charter
Fresno	Big Picture Educational Academy
Fresno	Edison-Bethune Charter Academy
Fresno	Aspen Valley Preparatory Academy
Fresno	Sierra Charter
Fresno	University High
Fresno	Kepler Neighborhood
Fresno	Aspen Meadow Public
Fresno	School of Unlimited Learning
Fresno	Carter G. Woodson Public Charter
Fresno	California Virtual Academy @ Fresno
Fresno	Compass Charter Schools of Fresno
Fresno	Ambassador Phillip V. Sanchez Public Charter

Fresno	Crescent View South Charter
Fresno	Inspire Charter Schools - Central
Fresno	W. E. B. DuBois Public Charter
Glenn	Walden Academy
Humboldt	Northcoast Preparatory and Performing Arts Academy
Humboldt	Fuente Nueva Charter
Humboldt	Union Street Charter
Humboldt	Redwood Coast Montessori
Humboldt	Coastal Grove Charter
Humboldt	Laurel Tree Charter
Humboldt	Alder Grove Charter
Humboldt	Pacific View Charter 2.0
Humboldt	Redwood Preparatory Charter
Imperial	Ballington Academy for the Arts and Sciences
Imperial	Imagine Schools at Imperial Valley
Inyo	YouthBuild Charter School of California
Inyo	The Education Corps
Inyo	College Bridge Academy
Kern	Wonderful College Prep Academy
Kern	Grimmway Academy
Kern	Wonderful College Prep Academy - Lost Hills
Kern	Grimmway Academy Shafter
Kern	California Virtual Academy @ Maricopa
Kern	Insight School of California
Kern	Peak to Peak Mountain Charter
Kern	Inspire Charter School - Kern
Kern	Ridgecrest Charter
Kings	California Virtual Academy @ Kings
Kings	Kings Valley Academy
Kings	Lemoore Middle College High
Lake	Lake County International Charter
Lake	California Connections Academy @ North Bay
Lassen	Long Valley Charter
Los Angeles	Jardin de la Infancia
Los Angeles	Aspire Antonio Maria Lugo Academy
Los Angeles	Los Angeles International Charter High
Los Angeles	Aspire Olin University Preparatory Academy
Los Angeles	Magnolia Science Academy 3
Los Angeles	Magnolia Science Academy 2
Los Angeles	Environmental Charter Middle
Los Angeles	Environmental Charter Middle - Inglewood
Los Angeles	Optimist Charter
Los Angeles	Valiente College Preparatory Charter
Los Angeles	Intellectual Virtues Academy
Los Angeles	LA's Promise Charter Middle #1
Los Angeles	Alma Fuerte Public
Los Angeles	LA's Promise Charter High #1
Los Angeles	Animo City of Champions Charter High

Los Angeles	Odyssey Charter
Los Angeles	Magnolia Science Academy
Los Angeles	Desert Sands Charter
Los Angeles	Opportunities For Learning - Baldwin Park II
Los Angeles	Opportunities for Learning - Baldwin Park
Los Angeles	Family First Charter
Los Angeles	New Opportunities Charter
Los Angeles	Opportunities for Learning - Duarte
Los Angeles	Gorman Learning Center
Los Angeles	Wilder's Preparatory Academy Charter
Los Angeles	Wilder's Preparatory Academy Charter Middle Los
Angeles	Today's Fresh Start Charter School Inglewood Los
Angeles	ICEF Inglewood Elementary Charter Academy Los
Angeles	ICEF Inglewood Middle Charter Academy
Los Angeles	Children of Promise Preparatory Academy
Los Angeles	Grace Hopper STEM Academy
Los Angeles	Animo Inglewood Charter High
Los Angeles	Community Collaborative Virtual - Keppel Partnership Academy
Los Angeles	Life Source International Charter
Los Angeles	iLEAD Lancaster Charter
Los Angeles	Environmental Charter High
Los Angeles	Lennox Mathematics, Science and Technology Academy
Los Angeles	Century Community Charter
Los Angeles	Century Academy for Excellence
Los Angeles	Animo Leadership High
Los Angeles	Intellectual Virtues Academy of Long Beach
Los Angeles	Clear Passage Educational Center
Los Angeles	N.E.W. Academy of Science and Arts
Los Angeles	Stella Middle Charter Academy
Los Angeles	High Tech LA
Los Angeles	Accelerated Charter Elementary
Los Angeles	Wallis Annenberg High
Los Angeles	North Valley Military Institute College Preparatory Academy
Los Angeles	Central City Value
Los Angeles	KIPP Los Angeles College Preparatory
Los Angeles	View Park Preparatory Accelerated High
Los Angeles	KIPP Academy of Opportunity
Los Angeles	Crenshaw Arts-Technology Charter High
Los Angeles	Oscar De La Hoya Animo Charter High
Los Angeles	Renaissance Arts Academy
Los Angeles	Ocean Charter
Los Angeles	PUC Milagro Charter
Los Angeles	Animo South Los Angeles Charter
Los Angeles	PUC Lakeview Charter Academy
Los Angeles	N.E.W. Academy Canoga Park
Los Angeles	New Designs Charter
Los Angeles	Ivy Academia
Los Angeles	Synergy Charter Academy

Los Angeles	Camino Nuevo Charter High
Los Angeles	Animo Venice Charter High
Los Angeles	Animo Pat Brown
Los Angeles	Alliance Gertz-Ressler Richard Merkin 6-12 Complex
Los Angeles	Bert Corona Charter
Los Angeles	Port of Los Angeles High
Los Angeles	CHAMPS - Charter HS of Arts-Multimedia & Performing
Los Angeles	Gabriella Charter
Los Angeles	Alliance Judy Ivie Burton Technology Academy High
Los Angeles	Celerity Nascent Charter
Los Angeles	Larchmont Charter
Los Angeles	Alliance Collins Family College-Ready High
Los Angeles	James Jordan Middle
Los Angeles	Our Community Charter
Los Angeles	Los Angeles Academy of Arts & Enterprise Charter
Los Angeles	New Heights Charter
Los Angeles	New Village Girls Academy
Los Angeles	Alliance Patti And Peter Neuwirth Leadership Academy
Los Angeles	Alliance Dr. Olga Mohan High
Los Angeles	Alliance Jack H. Skirball Middle
Los Angeles	Animo Ralph Bunche Charter High
Los Angeles	Animo Jackie Robinson High
Los Angeles	Animo Watts College Preparatory Academy
Los Angeles	Alliance Ouchi-O'Donovan 6-12 Complex
Los Angeles	Alliance Marc & Eva Stern Math and Science
Los Angeles	PUC Excel Charter Academy
Los Angeles	Los Feliz Charter School for the Arts
Los Angeles	Gifted Academy of Mathematics and Entrepreneurial Studies
Los Angeles	Bright Star Secondary Charter Academy
Los Angeles	Aspire Junior Collegiate Academy
Los Angeles	Monsenor Oscar Romero Charter Middle
Los Angeles	Global Education Academy
Los Angeles	Fenton Primary Center
Los Angeles	Ivy Bound Academy of Math, Science, and Technology Charter Middle
Los Angeles	Center for Advanced Learning
Los Angeles	Discovery Charter Preparatory School #2
Los Angeles	ICEF Vista Middle Academy
Los Angeles	Alliance Morgan McKinzie High
Los Angeles	APEX Academy
Los Angeles	Alliance Piera Barbaglia Shaheen Health Services Academy
Los Angeles	Alliance Leichtman-Levine Family Foundation Environmental Science
High	
Los Angeles	New Los Angeles Charter
Los Angeles	Magnolia Science Academy 4
Los Angeles	Magnolia Science Academy 5
Los Angeles	Magnolia Science Academy 6
Los Angeles	Magnolia Science Academy 7
Los Angeles	Para Los Niños Middle

Los Angeles	Synergy Kinetic Academy
Los Angeles	KIPP Raices Academy
Los Angeles	New Millennium Secondary
Los Angeles	ICEF Vista Elementary Academy
Los Angeles	ICEF Lou Dantzler Preparatory Academy
Los Angeles	ICEF Innovation Los Angeles Charter
Los Angeles	Goethe International Charter
Los Angeles	Alain Leroy Locke College Preparatory Academy
Los Angeles	PUC Santa Rosa Charter Academy
Los Angeles	Equitas Academy Charter
Los Angeles	Endeavor College Preparatory Charter
Los Angeles	Valor Academy Middle
Los Angeles	Alliance College-Ready Middle Academy 4
Los Angeles	Alliance College-Ready Middle Academy 5
Los Angeles	New Designs Charter School-Watts
Los Angeles	Academia Moderna
Los Angeles	Aspire Titan Academy
Los Angeles	Watts Learning Center Charter Middle
Los Angeles	Ararat Charter
Los Angeles	Ingenium Charter
Los Angeles	Alliance Cindy and Bill Simon Technology Academy High
Los Angeles	Alliance Tennenbaum Family Technology High
Los Angeles	KIPP Empower Academy
Los Angeles	KIPP Comienza Community Prep
Los Angeles	Crown Preparatory Academy
Los Angeles	TEACH Academy of Technologies
Los Angeles	Animo Jefferson Charter Middle
Los Angeles	Animo Westside Charter Middle
Los Angeles	Citizens of the World Charter Hollywood
Los Angeles	Camino Nuevo Elementary #3
Los Angeles	PUC Lakeview Charter High
Los Angeles	Aspire Gateway Academy Charter
Los Angeles	Aspire Firestone Academy Charter
Los Angeles	Para Los Niños - Evelyn Thurman Gratts Primary
Los Angeles	Celerity Octavia Charter
Los Angeles	Aspire Pacific Academy
Los Angeles	Vista Charter Middle
Los Angeles	Magnolia Science Academy Bell
Los Angeles	Valley Charter Elementary
Los Angeles	Valley Charter Middle
Los Angeles	Camino Nuevo Academy #2
Los Angeles	Alliance Susan and Eric Smidt Technology High
Los Angeles	Alliance Ted K. Tajima High
Los Angeles	Arts In Action Community Charter
Los Angeles	Celerity Palmati Charter
Los Angeles	Celerity Cardinal Charter
Los Angeles	Animo Ellen Ochoa Charter Middle
Los Angeles	Animo James B. Taylor Charter Middle

Los Angeles	Animo Western Charter Middle
Los Angeles	Animo Phillis Wheatley Charter Middle
Los Angeles	Extera Public
Los Angeles	Rise Kohyang Middle
Los Angeles	Synergy Quantum Academy
Los Angeles	Aspire Slauson Academy Charter
Los Angeles	Aspire Juanita Tate Academy Charter
Los Angeles	Aspire Inskip Academy Charter
Los Angeles	Los Angeles Leadership Primary Academy
Los Angeles	Camino Nuevo Charter Academy #4
Los Angeles	Animo College Preparatory Academy
Los Angeles	Alliance Renee and Meyer Luskin Academy High
Los Angeles	PUC Early College Academy for Leaders and Scholars (ECALS)
Los Angeles	Alliance Margaret M. Bloomfield Technology Academy High
Los Angeles	KIPP Philosophers Academy
Los Angeles	KIPP Scholar Academy
Los Angeles	KIPP Sol Academy
Los Angeles	Ednovate - USC Hybrid High
Los Angeles	Math and Science College Preparatory
Los Angeles	Equitas Academy #2
Los Angeles	Citizens of the World 2
Los Angeles	Citizens of the World 3
Los Angeles	Aspire Centennial College Preparatory Academy
Los Angeles	Alliance Alice M. Baxter College-Ready High
Los Angeles	KIPP Illuminar Academy
Los Angeles	Executive Preparatory Academy of Finance
Los Angeles	Pathways Community
Los Angeles	City Language Immersion Charter
Los Angeles	Valor Academy High
Los Angeles	Camino Nuevo High #2
Los Angeles	PREPA TEC - Los Angeles
Los Angeles	Metro Charter
Los Angeles	Ingenium Charter Middle
Los Angeles	Alliance Leadership Middle Academy
Los Angeles	Lashon Academy
Los Angeles	Alliance College-Ready Middle Academy 8
Los Angeles	Alliance Kory Hunter Middle
Los Angeles	Alliance College-Ready Middle Academy 12
Los Angeles	Global Education Academy Middle
Los Angeles	Extera Public School No. 2
Los Angeles	New Horizons Charter Academy
Los Angeles	Ivy Bound Academy Math, Science, and Technology Charter Middle 2
Los Angeles	KIPP Academy of Innovation
Los Angeles	Animo Mae Jemison Charter Middle
Los Angeles	KIPP Vida Preparatory Academy
Los Angeles	PUC Inspire Charter Academy
Los Angeles	PUC Community Charter Elementary
Los Angeles	TEACH Tech Charter High

Los Angeles	Equitas Academy #3 Charter
Los Angeles	Clemente Charter
Los Angeles	Global Education Academy 2
Los Angeles	Everest Value
Los Angeles	Village Charter Academy
Los Angeles	Community Preparatory Academy
Los Angeles	Fenton STEM Academy: Elementary Center for Science Technology Engineering and Mathematics
Los Angeles	Fenton Charter Leadership Academy
Los Angeles	KIPP Ignite Academy
Los Angeles	KIPP Promesa Prep
Los Angeles	Collegiate Charter High School of Los Angeles
Los Angeles	Summit Preparatory Charter
Los Angeles	Public Policy Charter
Los Angeles	Resolute Academy Charter
Los Angeles	Libertas College Preparatory Charter
Los Angeles	University Preparatory Value High
Los Angeles	Alliance Marine - Innovation and Technology 6-12 Complex
Los Angeles	Bert Corona Charter High
Los Angeles	Ednovate - USC East College Prep
Los Angeles	PUC Triumph Charter Academy and PUC Triumph Charter High
Los Angeles	PUC Nueva Esperanza Charter Academy
Los Angeles	PUC CALS Middle School and Early College High
Los Angeles	Valor Academy Elementary
Los Angeles	New Los Angeles Charter Elementary
Los Angeles	Girls Athletic Leadership School Los Angeles
Los Angeles	Rise Kohyang High
Los Angeles	California Collegiate Charter
Los Angeles	Animo Florence-Firestone Charter Middle
Los Angeles	The City
Los Angeles	Arts in Action Community Middle
Los Angeles	PUC International Preparatory Academy
Los Angeles	Gabriella Charter 2
Los Angeles	KIPP Corazon Academy
Los Angeles	Crete Academy
Los Angeles	WISH Academy High
Los Angeles	Ednovate - USC Esperanza College Prep
Los Angeles	Ednovate - USC College Prep, Pico-Union/Westlake Campus
Los Angeles	Birmingham Community Charter High
Los Angeles	El Camino Real Charter High
Los Angeles	Granada Hills Charter High
Los Angeles	Palisades Charter High
Los Angeles	Los Angeles Leadership Academy
Los Angeles	Fenton Avenue Charter
Los Angeles	Montague Charter Academy
Los Angeles	Pacoima Charter Elementary
Los Angeles	Santa Monica Boulevard Community Charter
Los Angeles	Vaughn Next Century Learning Center

Los Angeles	Accelerated
Los Angeles	Watts Learning Center
Los Angeles	PUC Community Charter Middle and PUC Community Charter Early
College High	
Los Angeles	View Park Preparatory Accelerated Charter
Los Angeles	Camino Nuevo Charter Academy
Los Angeles	Multicultural Learning Center
Los Angeles	CHIME Institute's Schwarzenegger Community
Los Angeles	Downtown Value
Los Angeles	Puente Charter
Los Angeles	Para Los Niños Charter
Los Angeles	View Park Preparatory Accelerated Charter Middle
Los Angeles	Antelope Valley Learning Academy
Los Angeles	Palmdale Aerospace Academy
Los Angeles	Guidance Charter
Los Angeles	Aveson Global Leadership Academy
Los Angeles	Aveson School of Leaders
Los Angeles	Pasadena Rosebud Academy
Los Angeles	Learning Works
Los Angeles	California Virtual Academy @ Los Angeles
Los Angeles	San Jose Charter Academy
Los Angeles	Mission View Public
Los Angeles	Santa Clarita Valley International
Los Angeles	Opportunities for Learning - Santa Clarita
Los Angeles	Today's Fresh Start-Compton
Los Angeles	Celerity Achemar Charter
Los Angeles	iQ Academy California-Los Angeles
Los Angeles	Options for Youth San Gabriel
Los Angeles	Assurance Learning Academy
Los Angeles	SCALE Leadership Academy
Los Angeles	Inspire Charter School
Los Angeles	Valiant Academy of Los Angeles
Los Angeles	Albert Einstein Academy for Letters, Arts & Sciences - Agua Dulce
Partnership Academy	
Los Angeles	SIATech Academy South
Los Angeles	Method Schools K-8
Los Angeles	Method Schools High
Los Angeles	iLEAD Hybrid
Los Angeles	Albert Einstein Academy for Letters, Arts and Sciences-STEAM
Los Angeles	Community Collaborative Charter
Los Angeles	Albert Einstein Academy for Letters, Arts & Sciences - Odyssey
Los Angeles	Pathways Academy Charter School Adult Education
Los Angeles	Empower Generations
Los Angeles	Compass Charter Schools of Los Angeles
Los Angeles	New West Charter
Los Angeles	School of Arts and Enterprise
Los Angeles	Lifeline Education Charter
Los Angeles	Barack Obama Charter

Los Angeles	Da Vinci Science
Los Angeles	Da Vinci Design
Los Angeles	Da Vinci Innovation Academy
Los Angeles	Da Vinci Communications High
Los Angeles	Anahuacalmecac International University Preparatory of North America
Los Angeles	Academia Avance Charter
Los Angeles	Prepa Tec Los Angeles High
Madera	Yosemite-Wawona Elementary Charter
Madera	Sherman Thomas Charter
Madera	Ezequiel Tafoya Alvarado Academy
Madera	Sherman Thomas Charter High
Madera	Glacier High School Charter
Madera	Mountain Home Charter (Alternative)
Marin	Novato Charter
Marin	Willow Creek Academy
Mariposa	Sierra Foothill Charter
Mendocino	Pacific Community Charter
Mendocino	Three Rivers Charter
Mendocino	Eel River Charter
Mendocino	River Oak Charter
Mendocino	Redwood Academy of Ukiah
Mendocino	Accelerated Achievement Academy
Mendocino	Tree of Life Charter
Mendocino	La Vida Charter
Mendocino	Willits Elementary Charter
Mendocino	Willits Charter
Monterey	Monterey Bay Charter
Monterey	Bay View Academy
Monterey	Millennium Charter High
Monterey	Oasis Charter Public
Monterey	Uplift Monterey
Monterey	Uplift California South Charter
Monterey	Uplift California North Charter
Monterey	Learning for Life Charter
Monterey	International School of Monterey
Monterey	Big Sur Charter
Napa	Stone Bridge
Nevada	Nevada City School of the Arts
Nevada	Sierra Montessori Academy
Nevada	EPIC de Cesar Chavez
Nevada	John Muir Charter Schools
Nevada	Sierra Academy of Expeditionary Learning
Orange	Samueli Academy
Orange	Vista Heritage Charter Middle
Orange	Oxford Preparatory Academy - Saddleback Valley
Orange	USC College Prep Santa Ana Campus
Orange	Orange County Academy of Sciences and Arts
Orange	Scholarship Prep Charter

Orange	Orange County Workforce Innovation High
Orange	Citrus Springs Charter
Orange	GOALS Academy
Orange	Capistrano Connections Academy
Orange	Community Roots Academy
Orange	Oxford Preparatory Academy - South Orange County
Orange	Journey
Orange	Opportunities for Learning - Capistrano
Orange	Kinetic Academy
Orange	Santiago Middle
Orange	Edward B. Cole Academy
Orange	Nova Academy
Orange	Orange County Educational Arts Academy
Orange	OCSA
Orange	El Sol Santa Ana Science and Arts Academy
Orange	Magnolia Science Academy Santa Ana
Placer	CORE Placer Charter
Placer	John Adams Academy
Placer	Creekside Charter
Placer	Harvest Ridge Cooperative Charter/Placer Academy
Placer	Squaw Valley Preparatory
Placer	Rocklin Academy Gateway
Placer	Sierra Expeditionary Learning
Placer	Partnerships for Student-Centered Learning
Placer	Horizon Charter
Placer	Rocklin Academy at Meyers Street
Placer	Maria Montessori Charter Academy
Placer	Western Sierra Collegiate Academy
Placer	Rocklin Academy
Plumas	Plumas Charter
Riverside	River Springs Charter
Riverside	Imagine Schools, Riverside County
Riverside	Gateway College and Career Academy
Riverside	Highland Academy
Riverside	Santa Rosa Academy
Riverside	Excel Prep Charter - IE
Riverside	REACH Leadership STEAM Academy
Riverside	Encore High School for the Arts - Riverside
Riverside	San Jacinto Valley Academy
Riverside	NOVA Academy - Coachella
Riverside	Sycamore Academy of Science and Cultural Arts
Riverside	Temecula Preparatory
Riverside	Temecula Valley Charter
Riverside	Baypoint Preparatory Academy
Sacramento	California Montessori Project - Elk Grove Campus
Sacramento	Delta Elementary Charter
Sacramento	Paseo Grande Charter
Sacramento	St. HOPE Public School 7

Sacramento	Sol Aureus College Preparatory
Sacramento	Sacramento Charter High
Sacramento	Aspire Capitol Heights Academy
Sacramento	The Language Academy of Sacramento
Sacramento	California Montessori Project - Capitol Campus
Sacramento	Yav Pem Suab Academy - Preparing for the Future Charter
Sacramento	Capitol Collegiate Academy
Sacramento	Oak Park Preparatory Academy
Sacramento	Growth Public
Sacramento	California Montessori Project-San Juan Campus
Sacramento	Golden Valley River
Sacramento	Aspire Alexander Twilight College Preparatory Academy
Sacramento	Aspire Alexander Twilight Secondary Academy
Sacramento	Gateway International
Sacramento	Golden Valley Orchard
Sacramento	Atkinson Academy Charter
Sacramento	Options for Youth-San Juan
Sacramento	Natomas Charter
Sacramento	Community Outreach Academy
Sacramento	Futures High
Sacramento	Heritage Peak Charter
Sacramento	Community Collaborative Charter
Sacramento	Higher Learning Academy
Sacramento	SAVA: Sacramento Academic and Vocational Academy
Sacramento	Highlands Community Charter
Sacramento	Paramount Collegiate Academy
San Benito	Hollister Prep
San Bernardino	Norton Science and Language Academy
San Bernardino	Desert Trails Preparatory Academy
San Bernardino	Taylion High Desert Academy/Adelanto
San Bernardino	Oxford Preparatory Academy - Chino Valley
San Bernardino	Alta Vista South Public Charter
San Bernardino	Community Collaborative Virtual - Sage Oak Charter
San Bernardino	Mojave River Academy
San Bernardino	Grove
San Bernardino	ASA Charter
San Bernardino	Public Safety Academy
San Bernardino	Casa Ramona Academy for Technology, Community, and Education
San Bernardino	SOAR Charter Academy
San Bernardino	New Vision Middle
San Bernardino	Options for Youth-San Bernardino
San Bernardino	Excel Prep Charter
San Bernardino	Hardy Brown College Prep
San Bernardino	Taft T. Newman Leadership Academy
San Bernardino	Woodward Leadership Academy
San Bernardino	Ballington Academy for the Arts and Sciences - San Bernardino
San Bernardino	Provisional Accelerated Learning Academy
San Bernardino	California STEAM San Bernardino

San Bernardino Options for Youth-Victorville Charter
 San Bernardino Excelsior Charter
 San Bernardino Inland Leaders Charter
 San Bernardino Summit Leadership Academy-High Desert
 San Bernardino Pathways to College
 San Bernardino Mirus Secondary
 San Bernardino Encore Jr./Sr. High School for the Performing and Visual Arts
 San Bernardino LaVerne Elementary Preparatory Academy
 San Bernardino Sky Mountain Charter
 San Bernardino Academy for Academic Excellence
 San Diego Literacy First Charter
 San Diego Juan Bautista de Anza
 San Diego Diego Springs Academy
 San Diego San Diego Workforce Innovation High
 San Diego EJE Elementary Academy Charter
 San Diego EJE Middle Academy
 San Diego Leonardo da Vinci Health Sciences Charter
 San Diego Howard Gardner Community Charter
 San Diego Feaster (Mae L.) Charter
 San Diego Mueller Charter (Robert L.)
 San Diego Discovery Charter
 San Diego Chula Vista Learning Community Charter
 San Diego Arroyo Vista Charter
 San Diego Diego Hills Charter
 San Diego The Heights Charter
 San Diego Community Montessori Charter
 San Diego MethodSchools
 San Diego Valiant Academy of Southern California
 San Diego Inspire Charter School - South
 San Diego Dehesa Charter
 San Diego Heritage K-8 Charter
 San Diego Epiphany Prep Charter
 San Diego Classical Academy
 San Diego Classical Academy High
 San Diego Escondido Charter High
 San Diego Steele Canyon High
 San Diego Helix High
 San Diego Greater San Diego Academy
 San Diego Diego Valley Charter
 San Diego Harbor Springs Charter
 San Diego Julian Charter
 San Diego National University Academy
 San Diego River Valley Charter
 San Diego Barona Indian Charter
 San Diego San Diego Neighborhood Homeschools
 San Diego College Preparatory Middle
 San Diego San Diego Virtual
 San Diego Pivot Charter School - San Diego

San Diego	Compass Charter Schools of San Diego
San Diego	County Collaborative Charter
San Diego	Integrity Charter
San Diego	High Tech Middle
San Diego	KIPP Adelante Preparatory Academy
San Diego	High Tech High International
San Diego	Learning Choice Academy
San Diego	High Tech Middle Media Arts
San Diego	Iftin Charter
San Diego	High Tech High Media Arts
San Diego	King-Chavez Arts Academy
San Diego	King-Chavez Athletics Academy
San Diego	Magnolia Science Academy San Diego
San Diego	Albert Einstein Academy Charter Middle
San Diego	King-Chavez Preparatory Academy
San Diego	Health Sciences High
San Diego	Arroyo Paseo Charter High
San Diego	Innovations Academy
San Diego	King-Chavez Community High
San Diego	Gompers Preparatory Academy
San Diego	Evangeline Roberts Institute of Learning
San Diego	SD Global Vision Academy
San Diego	School for Entrepreneurship and Technology
San Diego	Old Town Academy K-8 Charter
San Diego	America's Finest Charter
San Diego	City Heights Preparatory Charter
San Diego	Epiphany Prep Charter
San Diego	Kavod Elementary Charter
San Diego	e3 Civic High
San Diego	San Diego Cooperative Charter School 2
San Diego	Health Sciences Middle
San Diego	Laurel Preparatory Academy
San Diego	Empower Charter
San Diego	Elevate Elementary
San Diego	High Tech Elementary
San Diego	Ingenuity Charter
San Diego	Charter School of San Diego
San Diego	Preuss School UCSD
San Diego	High Tech High
San Diego	Audeo Charter
San Diego	Darnall Charter
San Diego	Keiller Leadership Academy
San Diego	Harriet Tubman Village Charter
San Diego	King-Chavez Primary Academy
San Diego	The O'Farrell Charter
San Diego	McGill School of Success
San Diego	Museum
San Diego	Holly Drive Leadership Academy

San Diego	High Tech Elementary Explorer
San Diego	San Diego Cooperative Charter
San Diego	King-Chavez Academy of Excellence
San Diego	Albert Einstein Academy Charter Elementary
San Diego	Insight @ San Diego
San Diego	California Virtual Academy @ San Diego
San Diego	Hawking S.T.E.A.M. Charter
San Diego	Hawking S.T.E.A.M. Charter School 2
San Diego	MAAC Community Charter
San Diego	Taylion San Diego Academy
San Diego	SIATech
San Diego	North County Trade Tech High
San Diego	Guajome Learning Center
San Diego	Bella Mente Montessori Academy
San Diego	Guajome Park Academy Charter
San Diego	Pacific View Charter
San Diego	Bayshore Preparatory Charter
San Diego	All Tribes Elementary Charter
San Diego	California Pacific Charter Schools - San Diego
San Diego	All Tribes Charter
San Diego	High Tech High Chula Vista
San Diego	High Tech High North County
San Diego	High Tech Middle North County
San Diego	High Tech Middle Chula Vista
San Diego	High Tech Elementary Chula Vista
San Diego	High Tech Elementary North County
San Diego	Pathways Academy Charter
San Diego	Thrive Public
San Diego	Audeo Charter II
San Diego	Grossmont Secondary Charter
San Francisco	KIPP Bayview Academy
San Francisco	KIPP San Francisco Bay Academy
San Francisco	Five Keys Charter (SF Sheriff's)
San Francisco	City Arts and Tech High
San Francisco	Five Keys Adult School (SF Sheriff's)
San Francisco	Five Keys Independence HS (SF Sheriff's)
San Francisco	Gateway Middle
San Francisco	Mission Preparatory
San Francisco	KIPP San Francisco College Preparatory
San Francisco	Leadership High
San Francisco	Gateway High
San Francisco	Edison Charter Academy
San Francisco	Creative Arts Charter
San Francisco	OnePurpose
San Francisco	The New School of San Francisco
San Joaquin	one.Charter
San Joaquin	San Joaquin Building Futures Academy
San Joaquin	River Islands Technology Academy II

San Joaquin	Venture Academy
San Joaquin	NextGeneration STEAM Academy
San Joaquin	Escalon Charter Academy
San Joaquin	Aspire Benjamin Holt College Preparatory Academy
San Joaquin	Rio Valley Charter
San Joaquin	Aspire Benjamin Holt Middle School
San Joaquin	Aspire Vincent Shalvey Academy
San Joaquin	Aspire River Oaks Charter
San Joaquin	Humphreys College Academy of Business, Law and Education
San Joaquin	California Virtual Academy @ San Joaquin
San Joaquin	Valley View Charter Prep
San Joaquin	Insight @ San Joaquin
San Joaquin	California Connections Academy @ Ripon
San Joaquin	Aspire Rosa Parks Academy
San Joaquin	Aspire Port City Academy
San Joaquin	Dr. Lewis Dolphin Stallworth Sr. Charter
San Joaquin	Aspire Langston Hughes Academy
San Joaquin	Stockton Collegiate International Elementary
San Joaquin	Stockton Collegiate International Secondary
San Joaquin	Aspire APEX Academy
San Joaquin	TEAM Charter
San Joaquin	Primary Charter
San Joaquin	Millennium Charter
San Joaquin	Discovery Charter
San Luis Obispo	Bellevue-Santa Fe Charter
San Luis Obispo	Almond Acres Charter Academy
San Mateo	California Virtual Academy @ San Mateo
San Mateo	Summit Public School: Shasta
San Mateo	Aspire East Palo Alto Charter
San Mateo	KIPP Valiant Community Prep
San Mateo	Connect Community Charter
San Mateo	KIPP Excelencia Community Preparatory
San Mateo	Rocketship Redwood City
San Mateo	San Carlos Charter Learning Center
San Mateo	Design Tech High
San Mateo	Summit Preparatory Charter High
San Mateo	Everest Public High
San Mateo	East Palo Alto Academy
Santa Barbara	Family Partnership Home Study Charter
Santa Barbara	Trivium Charter
Santa Barbara	Santa Ynez Valley Charter
Santa Barbara	Manzanita Public Charter
Santa Barbara	California STEAM Santa Barbara
Santa Barbara	Uplift California Santa Barbara
Santa Barbara	Peabody Charter
Santa Barbara	Adelante Charter
Santa Barbara	Olive Grove Charter
Santa Clara	Bullis Charter

Santa Clara	Discovery Charter
Santa Clara	University Preparatory Academy Charter
Santa Clara	Rocketship Mateo Sheedy Elementary
Santa Clara	ACE Empower Academy
Santa Clara	Rocketship Si Se Puede Academy
Santa Clara	Rocketship Los Suenos Academy
Santa Clara	Downtown College Prep - Alum Rock
Santa Clara	Rocketship Discovery Prep
Santa Clara	Summit Public School: Tahoma
Santa Clara	Sunrise Middle
Santa Clara	Rocketship Academy Brilliant Minds
Santa Clara	Rocketship Alma Academy
Santa Clara	Discovery Charter II
Santa Clara	Summit Public School: Denali
Santa Clara	Alpha: Jose Hernandez
Santa Clara	Rocketship Fuerza Community Prep
Santa Clara	Voices College-Bound Language Academy at Morgan Hill
Santa Clara	Spark Charter
Santa Clara	Voices College-Bound Language Academy at Mt. Pleasant
Santa Clara	Rocketship Rising Stars
Santa Clara	KIPP Heartwood Academy
Santa Clara	Alpha: Blanca Alvarado Middle
Santa Clara	Kipp Prize Preparatory Academy
Santa Clara	Escuela Popular/Center for Training and Careers, Family Learning
Santa Clara	KIPP San Jose Collegiate
Santa Clara	Summit Public School: Rainier
Santa Clara	ACE Charter High
Santa Clara	Luis Valdez Leadership Academy
Santa Clara	B. Roberto Cruz Leadership Academy
Santa Clara	Alpha Cindy Avitia High
Santa Clara	Latino College Preparatory Academy
Santa Clara	San Jose Conservation Corps Charter
Santa Clara	Escuela Popular Accelerated Family Learning
Santa Clara	Voices College-Bound Language Academy
Santa Clara	Alpha: Cornerstone Academy Preparatory
Santa Clara	Rocketship Mosaic Elementary
Santa Clara	Rocketship Spark Academy
Santa Clara	KIPP Heritage Academy
Santa Clara	ACE Franklin McKinley
Santa Clara	Gilroy Prep (a Navigator School)
Santa Clara	Charter School of Morgan Hill
Santa Clara	Downtown College Preparatory Middle
Santa Clara	ACE Inspire Academy
Santa Clara	Downtown College Preparatory
Santa Cruz	Ceiba College Preparatory Academy
Santa Cruz	Ocean Grove Charter
Shasta	Chrysalis Charter
Shasta	Redding STEM Academy

Shasta	Redding School of the Arts
Shasta	Cottonwood Creek Charter
Shasta	Monarch Learning Center
Shasta	University Preparatory
Shasta	Shasta Charter Academy
Shasta	Northern Summit Academy
Shasta	New Day Academy - Shasta
Shasta	Rocky Point Charter
Shasta	Academy of Personalized Learning
Siskiyou	Golden Eagle Charter
Solano	Dixon Montessori Charter
Solano	Kairos Public School Vacaville Academy
Solano	Caliber: ChangeMakers Academy
Solano	MIT Academy
Solano	Mare Island Technology Academy
Sonoma	Pathways Charter
Sonoma	California Virtual Academy @ Sonoma
Sonoma	California STEAM Sonoma
Sonoma	Pivot Online Charter - North Bay
Sonoma	River Montessori Elementary Charter
Sonoma	Live Oak Charter
Sonoma	Northwest Prep Charter
Sonoma	Olivet Elementary Charter
Sonoma	Morrice Schaefer Charter
Sonoma	Piner-Olivet Charter
Sonoma	Roseland Charter
Sonoma	Kid Street Learning Center Charter
Sonoma	Abraxis Charter
Sonoma	REACH
Sonoma	Sebastopol Independent Charter
Sonoma	Woodland Star Charter
Sonoma	Sonoma Charter
Sonoma	Credo High
Sonoma	Village Charter
Stanislaus	Great Valley Academy
Stanislaus	Valley Charter High
Stanislaus	Aspire Summit Charter Academy
Stanislaus	Aspire Vanguard College Preparatory Academy
Stanislaus	Great Valley Academy - Salida
Stanislaus	Aspire University Charter
Stanislaus	Connecting Waters Charter
Stanislaus	eCademy Charter at Crane
Stanislaus	Fusion Charter
Sutter	South Sutter Charter
Sutter	California Virtual Academy @ Sutter
Sutter	California Prep Sutter K-7
Sutter	California Prep Sutter 8-12
Sutter	Sutter Peak Charter Academy

Sutter	Inspire Charter School - North
Sutter	Winship Community
Sutter	Twin Rivers Charter
Sutter	Yuba City Charter
Trinity	California Heritage Youthbuild Academy II
Trinity	Mountain Academy Charter
Tulare	Valley Life Charter
Tulare	Sycamore Valley Academy
Tulare	Eleanor Roosevelt Community Learning Center
Tulare	California Connections Academy@Central
Tulare	Crescent Valley Public Charter
Tuolumne	Foothill Leadership Academy
Tuolumne	Gold Rush Charter
Ventura	Vista Real Charter High
Ventura	Ventura Charter School of Arts and Global Education
Ventura	BRIDGES Charter
Ventura	River Oaks Academy
Ventura	Meadows Arts and Technology Elementary
Ventura	Golden Valley Charter
Ventura	Valley Oak Charter
Ventura	Camarillo Academy of Progressive Education
Ventura	Architecture, Construction & Engineering Charter High (ACE)
Ventura	University Preparation Charter School at CSU Channel Islands
Ventura	IvyTech Charter
Yolo	Empowering Possibilities International Charter
Yolo	Sacramento Valley Charter
Yolo	River Charter Schools Lighthouse Charter
Yuba	Yuba Environmental Science Charter Academy
Yuba	CORE Charter
Yuba	Paragon Collegiate Academy

Community College Districts

Allan Hancock Joint Community College District
 Antelope Valley Community College District
 Barstow Community College District
 Butte-Glenn Community College District
 Cabrillo Community College District
 Cerritos Community College District
 Chabot-Las Positas Community College District
 Chaffey Community College District
 Citrus Community College District
 Coast Community College District
 Contra Costa Community College District
 Copper Mountain Community College District
 Desert Community College District
 El Camino Community College District
 Feather River Community College District
 Foothill-DeAnza Community College District

Gavilan Community College District
Glendale Community College District
Grossmont-Cuyamaca Community College District
Hartnell Community College District
Imperial Community College District
Kern Community College District
Lake Tahoe Community College District
Lassen Community College District
Long Beach Community College District
Los Angeles Community College District
Los Rios Community College District
Marin Community College District
Mendocino-Lake Community College District
Merced Community College District
MiraCosta Community College District
Monterey Peninsula Community College District
Mt. San Antonio Community College District
Mt. San Jacinto Community College District
Napa Valley Community College District
North Orange County Community College District
Ohlone Community College District
Palo Verde Community College District
Palomar Community College District
Pasadena Area Community College District
Peralta Community College District
Rancho Santiago Community College District
Redwoods Community College District
Rio Hondo Community College District
Riverside Community College District
San Bernardino Community College District
San Diego Community College District
San Francisco Community College District
San Joaquin Delta Community College District
San Jose-Evergreen Community College District
San Luis Obispo County Community College District
San Mateo County Community College District
Santa Barbara Community College District
Santa Clarita Community College District
Santa Monica Community College District
Sequoias Community College District
Shasta-Tehama-Trinity Joint Community College District
Sierra Joint Community College District
Siskiyou Joint Community College District
Solano County Community College District
Sonoma County Community College District
South Orange County Community College District
Southwestern Community College District
State Center Community College District
Ventura County Community College District
Victor Valley Community College District
vistawww.peralta.edu
West Hills Community College District
West Kern Community College District

***State Homeland Security Program
Subrecipient Agreement
Grant Year 2021***

***Between the

County of Los Angeles

and the

City of Redondo Beach***

**SUBRECIPIENT AGREEMENT
BETWEEN THE
COUNTY OF LOS ANGELES
AND THE
CITY OF REDONDO BEACH**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the City of Redondo Beach, a public agency (the "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number) 97.067 – Homeland Security Grant Program directly to the California Governor's Office of Emergency Services (Cal OES) for the 2021 SHSP, Federal Award Identification No. 037-00000 Federal Award dated October 27, 2021 with a performance period of September 1, 2021 to May 31, 2024. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles, Unique Entity ID (UEI) #MKQ9AQH7R2S5, as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2021 SHSP grant from Cal OES in the total amount of \$10,192,647.00; and

WHEREAS, the CEO now wishes to distribute 2021 SHSP grant funds to the Subrecipient in the amount of \$172,000.00, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on July 12, 2022 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. City of Redondo Beach, a public agency, having its principal office at _____
415 Diamond St. Redondo Beach, CA 90277.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications must be given are as follows:
 - 1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

Craig Hirakawa, HSGP Grants Director
Chief Executive Office, LAC
500 West Temple Street, Room 796
Los Angeles, CA 90012
Phone: (213) 974-1127
Fax: (213) 687-3765
CHirakawa@ceo.lacounty.gov

Jimmy Nguyen
Chief Executive Office, LAC
500 West Temple Street, Room 796
Los Angeles, CA 90012
Phone: (213) 262-7902
Fax: (213) 687-3765
JNguyen@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	James A. Light, Mayor
Organizational UEI Number:	XFZ7GZAJZGM6
Address:	415 Diamond Street
City/State/Zip:	Redondo Beach, CA 90277
Phone:	310-697-3088
FAX:	N/A
Email:	james.light@redondo.org

With a copy to:

Name and Title:	Joe Hoffman, Chief of Police
Address:	401 Diamond Street
City/State/Zip:	Redondo Beach, CA 90277
Phone:	310-379-2477
FAX:	310-697-3473
Email:	joe.hoffman@redondo.org

- B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.
- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient must provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

- A. Certification and Disclosure Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.
- C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.
- D. Certification of Grant Assurances, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2021 to February 29, 2024, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §503, below.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter “Budget,” for the 2021 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit E.

Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County of Los Angeles review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not comply with the request, CEO will issue written notification indicating that the requested modification will not be processed. Modifications must be approved in writing by the County of Los Angeles and Cal OES during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

Subrecipient must utilize grant funds in accordance with all Federal regulations and State Guidelines.

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient must review the Federal Debarment Listing at <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of \$250,000.00 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15th) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.
- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by Title 2 Code of Federal Regulations (C.F.R) Part 200, to the County of Los Angeles within 30 calendar days after receipt of the auditor's report(s). In the event the Subrecipient does not meet the Single Audit Threshold

expenditure amount in a fiscal year, the Subrecipient must provide the County of Los Angeles a copy of a letter sent to State Controller's Office noting the Single Audit Threshold was not met, and its exempt status within nine months after the end of the Subrecipient's fiscal year, unless otherwise approved by the County of Los Angeles.

- G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.
- H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.
- I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.
- J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2021 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements and any added Cal OES requirements. Federal procurement requirements for the 2021 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
 2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
 3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- L. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000.00 or more per unit. Items costing less than \$5,000.00, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.
1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
 2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.
 3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the

property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.

4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.
 5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors or County of Los Angeles monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the CEO when requested.
- M. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F or subsequent grant year programs.
- N. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- O. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <https://www.firstrespondertraining.gov/frts/>.
- P. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/hseep>.
- Q. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- R. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of the Agreement.
- S. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of \$172,000.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2021 SHSP Grant Award Letter from Cal OES.
- B. Subrecipient must submit reimbursement requests to the County of Los Angeles A-C Shared Services Division requesting payment as soon as a Project is completed and expenses are incurred and paid with the required supporting documentation; submission can be sent immediately or at a minimum on a quarterly basis, and no later than the date stated in §201, above. Each reimbursement request must be accompanied by the Reimbursement Form (sample attached hereto as Exhibit G, and subject to periodic revisions). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, bid documentation, purchase orders, invoices, report of goods received, and proof of payment.

For Training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES Feedback number has been assigned to the course, and timesheets and payroll registers for all training attendees.

For Exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within sixty (60) days following completion of the exercise and submit proof of prior State approval of the AAR with the reimbursement request.

For Planning reimbursements, Subrecipient must include a copy of the final tangible product.

- C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §503, below, any increase or decrease in the grant amount specified

in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

- D. Payment of reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.
- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.

2. County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and do not, and will not be deemed to, affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement will be construed according to its fair meaning and not strictly for or against either party.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder must comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement will be enforced and interpreted, as applicable, under the laws of the United States of America, the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement will not be affected thereby.

Applicable Federal or State requirements that are more restrictive will be followed.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Breach

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in all events, no party may recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§405. Prohibition Against Assignment or Delegation

Subrecipient may not do any of the following, unless it has first obtained the written permission of the County of Los Angeles:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§406. Permits

Subrecipient and its officers, agents and employees must obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and must pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapse, non-renewal or restriction of licenses, certificates, or other documents.

§407. Nondiscrimination and Affirmative Action

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. Subrecipient must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, Subrecipient must submit an Equal Employment Opportunity Plan to the Department of Justice Office of Civil Rights in accordance with guidelines listed at <https://www.justice.gov/crt>.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this §407 of this Agreement.

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administering, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" means:
 - a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

- C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient may not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

Any reports, analyses, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250 et seq.).

§411. Statutes and Regulations Applicable To All Grant Contracts

- A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

- 1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

- 2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), 2 CFR Part 200 and any administrative regulation or field memos implementing the Act.

- 3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither may any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement may be used for any sectarian purpose or to support or benefit any sectarian activity.

Subrecipient must file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient must require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's method of procurement, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County of Los Angeles regarding performance of this Agreement.

6. Records Maintenance

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient must, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts include but are not limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient must, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor agreements. The Subrecipient must submit all Subcontractor agreements to the County of Los Angeles for review prior to the release of any funds to the Subcontractor. The Subrecipient must withhold funds to any Subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor agreement.

8. Labor

Subrecipient must, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

Subrecipient must, as applicable, comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements; and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Subrecipient must, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds may be used to promote or deter union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Subrecipient must, as applicable, comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of

environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient must, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subrecipient must, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Subrecipient must, as applicable, comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Subrecipient warrants and represents that it will, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

Subrecipient must, as applicable, comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient must, as applicable, comply with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient must, as applicable, comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the execution of this Agreement and must certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

Subrecipient must, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 Code of Federal Regulations (CFR) Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

14. Lobbying Activities

Subrecipient must, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

Subrecipient must, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.).

B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

Title 2 CFR Part 200; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448.

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

1. Travel Expenses

Subrecipient, as provided herein, will be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this

Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs must be included in the contract budget(s). All travel, including out-of-State travel, that is not included in the budget(s) will not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient's administrative-related travel and per diem reimbursement costs will not be reimbursed. For programmatic-related travel costs, Subrecipient's reimbursement rates may not exceed the amounts established under the grant.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in Exhibit F and in the State's "Grant Assurances". By signing these Grant Assurances and accepting Exhibit F, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. The State's Grant Assurances are incorporated into this Agreement through Exhibit D. Subrecipient will be liable to the Grantor for any funds the State determines the Subrecipient used in violation of these Grant Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2021 Certification of Grant Assurances in Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

To the extent Exhibit D conflicts with language or provisions contained in this Agreement, or contains more restrictive requirements under Federal and State law, Exhibit D shall control.

D. Noncompliance With Grant Requirements

Subrecipient understands that failure to comply with any of the above assurances and requirements, including Exhibit D, may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

§412. Federal, State and Local Taxes

Federal, State and local taxes are the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and must be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

As applicable, County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient must comply with Title 24 CFR 85.34.

D. Rights to Data

The State and the County of Los Angeles will have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, *distribute* copies to the public, and perform and display publicly, or permit others to do so; as required by Title 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient must require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient must, as applicable, comply with California Family Code Section 5230 et seq.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

§416. Compliance with Fair Chance Employment Practices

Subrecipient shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Subrecipient's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County of Los Angeles may, in its sole discretion, terminate the Agreement.

§417. Method of Payment and Required Information

The County of Los Angeles may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment provided under this Agreement. Subrecipient further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or Direct Deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subrecipient shall provide the A-C with electronic banking and related information for the Subrecipient and/or any other payee that the Subrecipient designates to receive payment pursuant to this Agreement at <https://directdeposit.lacounty.gov/>. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or Direct Deposit shall supersede this requirement with respect to those payments. At any time during the duration of this Agreement, the Subrecipient may submit a written request for an exemption to this requirement and must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with CEO, shall decide whether to approve exemption requests.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

§502. Termination

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County of Los Angeles, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Subrecipient specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

§503. Amendments

Except as otherwise provided in this paragraph, any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient,

that are agreed to by the Subrecipient and the County of Los Angeles must be incorporated into this Agreement by a written amendment properly signed by persons who are authorized to bind the parties. Notwithstanding the foregoing, any increase or decrease of the grant amount specified in §301.A., above, or any extension of the performance period specified in §201, above, does not require a written amendment, but may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation or other communication with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement may be executed utilizing wet, scanned digital, and electronic signatures, each of which is deemed to be an original. This Agreement includes (26) pages and (8) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Subrecipient and County of Los Angeles have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES

BY 
FESIA A. DAVENPORT
Chief Executive Officer

Mar 6, 2025
Date

BY *Hanna Cheru for*
Hanna Cheru for (Jan 21, 2025 10:45 PST)
EDWARD YEN
Executive Officer, Board of Supervisors

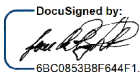
Connie Yee, 2024.10.28
BY Chief Deputy 08:42:20 -07'00'
OSCAR VALDEZ
Auditor-Controller

APPROVED AS TO FORM

DAWYN R. HARRISON
County Counsel

BY 
Deputy County Counsel

CITY OF REDONDO BEACH

BY 
6BC0853B8F644F1...
James A. Light, Mayor

James A. Light
(Print Name)

10/23/2024 | 8:35 AM PDT
Date

APPROVED AS TO FORM

BY 
669049EDE03D402...
Michael W. Webb, City Attorney

Michael W. Webb
(Print Name)

10/23/2024 | 6:59 AM PDT
Date

ATTEST

BY 
72F2AC716C214CF...
Eleanor Manzano, CMC, City Clerk

Eleanor Manzano, CMC
(Print Name)

10/23/2024 | 8:36 AM PDT
Date

EXHIBITS

Exhibit A	Certification and Disclosure Regarding Lobbying
Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Drug-Free Workplace
Exhibit D	Certification of Grant Assurances
Exhibit E	Final Grant Award Letter and Project Worksheet
Exhibit F	2021 Notice of Funding Opportunity
Exhibit G	Reimbursement Form and Instructions
Exhibit H	Monitoring Instrument

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to *Title 31 U.S.C. Section 1352*. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

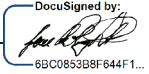
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; sub-grant announcement number; the contract, subgrant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <div style="border: 1px solid black; display: inline-block; padding: 2px 5px; margin-bottom: 5px;">B</div> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <div style="border: 1px solid black; display: inline-block; padding: 2px 5px; margin-bottom: 5px;">B</div> a. bid/offer/application b. initial award c. post-award	3. Report Type: <div style="border: 1px solid black; display: inline-block; padding: 2px 5px; margin-bottom: 5px;">A</div> a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ date of last report _____
4. Name and Address of Reporting Entity: City of Redondo Beach 415 Diamond St, Redondo Beach, CA 90277 <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Prime </div> <div style="width: 45%;"> <input checked="" type="checkbox"/> Subawardee </div> </div> Tier, If known: _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: County of Los Angeles Chief Executive Office - HSGA 500 West Temple Street, Room B-79-2 Los Angeles, CA 90012 Congressional District, if known: _____
6. Federal Department/Agency: Department of Homeland Security	7. Federal Program Name/Description: Homeland Security Grant Program CFDA Number, if applicable: 97.067	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. a. Name and Address of Lobbying Entity <small>(if individual, last name, first name, MI):</small> <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> David Turch 517 2nd St., NE Washington, DC 20002 </div> <div style="width: 45%;"> Michael J. Arnold 1127 11th St. Ste 820 Sacramento, CA 95814 </div> </div>	b. Individuals Performing Services <small>(last name, first name, MI - include address if different from 10a)</small>	
11. Amount of Payment (check all that apply) : \$25,000 / \$43,008 <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Planned	13. Type of Payment (check all that apply): <input checked="" type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: _____ <div style="display: flex; justify-content: space-between;"> <div>nature _____</div> <div>value _____</div> </div>		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11: <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="radio"/> Yes <input checked="" type="radio"/> No		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Name: James A. Light Title: Mayor Telephone: 310-697-3088 <small>(area code)</small> Date: October 15, 2024	
Federal Use Only:		Authorized for Local Reproduction Standard Form – LLL

DISCLOSURE OF LOBBYING ACTIVITIES CONCONTINUATION SHEET

Continuation of 10 a-b: additional sheets may be added if necessary

Reporting Entity:

Last Name	First Name	MI
Address	City	Zip
Last Name	First Name	MI
Address	City	Zip
Last Name	First Name	MI
Address	City	Zip
Last Name	First Name	MI
Address	City	Zip

Continuation of 14: (additional sheets may be added if necessary)

Brief Description of Services and Payments indicated in item 11:

Authorized for Local Reproduction
Standard Form – LLL-A

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE
COMPLETING)**

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

21-SHSP-RBPD

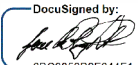
AGREEMENT NUMBER

City of Redondo Beach

CONTRACTOR/BORROWER/AGENCY

James A. Light, Mayor

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

DocuSigned by:

6BC0853B9F644F1...

SIGNATURE

10/23/2024 | 8:35 AM PDT

DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation on this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
STD. 21


COMPANY/ORGANIZATION NAME: City of Redondo Beach

The contractor or grant recipient named above hereby certifies compliance with *Government Code Section 8355* in matters relating to providing a drug-free workplace. The above-named contractor or recipient will:

- 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by *Government Code Section 8355(a)*.
- 2. Establish a Drug-Free Awareness Program as required by *Government Code Section 8355(b)*, to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person’s or organization’s policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
- 3. Provide as required by *Government Code Section 8355(c)*, that every employee who works on the proposed contract or subgrant:
 - (a) Will receive a copy of the company’s drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company’s statement as a condition of employment on the contract or subgrant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or Recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

James A. Light	10/23/2024 8:35 AM PDT
OFFICAL’S NAME	DATE EXECUTED
Los Angeles	
EXECUTED IN THE COUNTY OF	
 CONTRACTOR or RECEIPEINT SIGNATURE	
Mayor	
TITLE	
95-6000813	
FEDERAL I.D. NUMBER	

STATEMENT ON THE DRUG-FREE WORKPLACE

To comply with the enactment of Senate Bill 1120, (*Chapter 1170, Statutes of 1990*), which established the Drug-Free Workplace Act of 1990, the City of Redondo Beach

(*your agency*)

accordingly provides this statement of compliance.

In order to maintain funding eligibility, state agencies, along with those in receipt of grant and contractual awards, must certify that they provide drug-free workplaces and have issued drug-free workplace statements to their employees [*Section 8355(a) of the Government Code*]. Consequently, in accordance with this directive, this statement is issued to meet this requirement.

The City of Redondo Beach (*your agency*), an agency within the State of California has adopted this statement in compliance with legislation which addresses issues to avoid the dangers arising from drug and alcohol abuse in the workplace. These dangers include death and injury to the employee, co-workers, or the public resulting from accidents, dereliction of duty, poor judgment and carelessness. Substance abuse also results in lost productivity, reduced efficiency, and increased absenteeism by the substance abuser and interferes with the job performance of employees who do not use illegal or unauthorized substances. [*Section 8355(b)(1)*]

California law prohibits the unlawful manufacture, dispensation, possession, or illegal use of a controlled substance. That prohibition extends to all places and includes the worksite of California state employees. [*Section 8355(a)*]

Employees convicted of a violation of criminal drug statute, when the violation occurred at an employee's worksite, shall report the conviction to the granting and monitoring State agency upon conviction. [*Section 8356(a)(1)(2)*]

In the event of the unlawful manufacture, distribution, dispensation, possession or illegal use of a controlled substance at a State worksite, the State may take disciplinary action pursuant to the law and/or require the satisfactory completion of a drug abuse assistance or rehabilitation program. [*Section 8355(b)(4)*]

The Employee Assistance Program (EAP) provides drug problem assessment and referral to appropriate counseling and rehabilitation services. The EAP is available to all agency employees. Procedures exist to ensure the confidentiality of EAP records. Contact your personnel office for further information.

It is the intent of the City of Redondo Beach (*your agency*) to ensure by execution of this statement of compliance that each employee shall abide by the terms of this drug-free workplace statement. [*Section 8355(c)*]



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

24. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

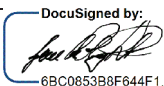
The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2020, Version 10.1](https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions), hereby incorporated by reference, which can be found at:
<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: City of Redondo Beach

Signature of Authorized Agent: 
6BC0853B8F644F1...

Printed Name of Authorized Agent: James A. Light

Title: Mayor Date: 10/23/2024 | 8:35 AM PDT

GAVIN NEWSOM
GOVERNOR



MARK S. GHILARDUCCI
DIRECTOR

October 27, 2021

Fesia A. Davenport
Chief Executive Officer
Los Angeles County
500 West Temple Street, Room 713
Los Angeles, CA 90012-0000

SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL

Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP)
Subaward #2021-0081, Cal OES ID#037-00000
Subaward Period of Performance: 09/01/2021-05/31/2024

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2021 HSGP subaward in the amount of \$10,192,647.

Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.



3650 SCHRIEVER AVENUE, MATHER, CA 95655
www.CalOES.ca.gov

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency (FEMA) Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

You received additional State Homeland Security Program funds for projects that help meet statewide National Priority Area minimum requirements. Due to the nature of these funds, project scope changes will be restricted and any modification to these projects will require Cal OES and FEMA approval prior to obligation or expenditure. We identified these projects as the following:

IJ#3 Project# 5 \$12,500 LE Cybersecurity - Endpoint Detection and Response Software.

IJ#5 Project# 88 \$100,000 LE Joint Terrorism Task Force.

A Conditional Hold has been placed on your award for the following investments which fall under the National Priority Areas:

IJ# 3 Cybersecurity - \$325,500 (Project# 13 \$60,500, Project# 15 \$25,000, Project# 16 \$25,000, Project# 19 \$40,000, Project# 20 \$175,000).

IJ# 5 Domestic Violent Extremism - \$305,896 (Project# 26 \$155,896, Project# 29 \$150,000).

To release this hold, additional information is required for the investments identified which must be submitted in the December 2021 Biannual Strategy Implementation Report in a manner consistent with Grants Program Directorate Information Bulletin No. 447.

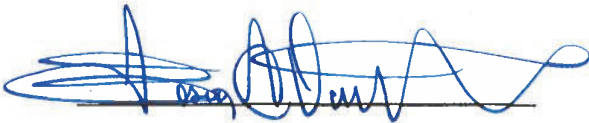
Fesia A. Davenport
October 27, 2021
Page 3 of 3

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,



MARK S. GHILARDUCCI
Director



Fesia A. Davenport
Los Angeles County



Date

Project Ledger

Redondo Beach
FY 2021 State Home Security Program (SHSP) Projects
Grant Subaward: 2021-0081
Cal OES ID: 037-00000

Ledger Type	Modification
Date	11/8/2023
Request No.	2
POP Start Date	9/1/2021
POP End Date	5/31/2024

Investment Justification (IJ)	Project No.	Project Title	Funding Source	Discipline	Solution Area	Total Budgeted
IJ.05	025	National Priority Area (NPA): LE SAS	HSGP-SHSP	LE	Equipment	\$ 72,000
IJ.05	088	NPA: LE Joint Terrorism Task Force	HSGP-SHSP	LE	Organization	\$ 100,000
					Total	\$ 172,000

Planning

Redondo Beach
FY 2021 State Home Security Program (SHSP) Projects
Grant Subaward: 2021-0081
Cal OES ID: 037-00000

Ledger Type	Modification
Date	11/8/2023
Request No.	2
POP Start Date	9/1/2021
POP End Date	5/31/2024

Project No.	Planning Activity	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Final Product	Noncompetitive Procurement over \$250K	Budgeted Cost
								\$ -

Organization

Redondo Beach
FY 2021 State Home Security Program (SHSP) Projects
Grant Subaward: 2021-0081
Cal OES ID: 037-00000

Ledger Type	Modification
Date	11/8/2023
Request No.	2
POP Start Date	9/1/2021
POP End Date	5/31/2024

Project No.	Organization	Funding Source	Discipline	Solution Area Sub Category	Expenditure Category	Detail	Certification on File	Budgeted Cost
								\$ 100,000
88.00	LE Joint Terrorism Task Force	HSGP-SHSP	LE	Equip/Resource/ Project Mgt	Staff	Staffing	N/A	\$ 100,000

Equipment

Redondo Beach

FY 2021 State Home Security Program (SHSP) Projects

Grant Subaward: 2021-0081

Cal OES ID: 037-00000

Ledger Type	Modification
Date	11/8/2023
Request No.	2
POP Start Date	9/1/2021
POP End Date	5/31/2024

Project No.	Equipment Description (Include Quantity)	AEL #	AEL Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable / Shareable	Noncompetitive Procurement over \$250K	Hold Trigger	Budgeted Cost
										\$ 72,000
25.00	National Priority Area (NPA): SAS Software	13IT-00-DACQ	Data Acquisition	HSGP-SHSP	LE	Information Technology	Both	No	No Hold Indicated	\$ 72,000

Training

Redondo Beach
FY 2021 State Home Security Program (SHSP) Projects
Grant Subaward: 2021-0081
Cal OES ID: 037-00000

Ledger Type	Modification
Date	11/8/2023
Request No.	2
POP Start Date	9/1/2021
POP End Date	5/31/2024

Project No.	Course Name	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Feedback Number	Training Activity	Total # Trainee(s)	Identified Host	Noncompetitive Procurement	EHP Hold	EHP Approval Date	Budgeted Cost
													\$ -

Exercise

Redondo Beach
FY 2021 State Home Security Program (SHSP) Projects
Grant Subaward: 2021-0081
Cal OES ID: 037-00000

Ledger Type	Modification
Date	11/8/2023
Request No.	2
POP Start Date	9/1/2021
POP End Date	5/31/2024

Project No.	Exercise Title	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Date of Exercise	Exercise Type	Identified Host	Date of AAR entered into HSEEP	Noncompetitive Procurement over \$250K	EHP Hold	Budgeted Cost
												\$ -

**The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2021 Homeland Security Grant Program**

NOTE: If you are going to apply for this funding opportunity and have not obtained an Employer Identification Number (EIN), a Data Universal Numbering System (DUNS) number, are not currently registered in the System for Award Management (SAM), or your SAM registration is not active, please take immediate action to obtain an EIN and DUNS Number, if applicable, and then register immediately in SAM or, if applicable, renew your SAM registration. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at:

<http://www.grants.gov/web/grants/register.html>. Detailed information regarding DUNS, EIN, and SAM is also provided in Section D of this NOFO under the subsection titled “How to Register to Apply.” Detailed information regarding the time required for each registration is also provided in Section D of this NOFO under the subsection titled “Other Key Dates.”

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A. Program Description**1. Issued By**

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number

97.067

3. Assistance Listings Title

Homeland Security Grant Program

4. Funding Opportunity Title

Fiscal Year 2021 Homeland Security Grant Program (HSGP)

- State Homeland Security Program (SHSP)
- Urban Area Security Initiative (UASI)
- Operation Stonegarden (OPSG)

5. Funding Opportunity Number

DHS-21-[GPD]-[067]-[00]-[02]

6. Authorizing Authority for Program

Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603)

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2021 (Pub. L. No. 116-260)

8. Announcement Type

Initial

9. Program Category

Preparedness: Community Security

10. Program Overview, Objectives, and Priorities**a. Overview**

The Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP) is one of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, respond to, and recover from terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks. Among the five basic homeland security missions noted in the DHS Strategic Plan, HSGP supports the goal to Strengthen National Preparedness and Resilience.

In FY 2021, there are three components of HSGP:

- 1) ***State Homeland Security Program (SHSP)***: SHSP assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
- 2) ***Urban Area Security Initiative (UASI)***: UASI assists high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
- 3) ***Operation Stonegarden (OPSG)***: OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. State, local, tribal, and territorial (SLTT) law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

The [2018-2022 FEMA Strategic Plan](#) creates a shared vision for reducing the risks posed by terrorism and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. HSGP supports the goals of Building a Culture of Preparedness and Ready the Nation for Catastrophic Disasters. We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient Nation, as preparedness is a shared responsibility and funding should support priorities that are most impactful and demonstrate the greatest return on investment.

For FY 2021, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other emerging threats to our national security. DHS and its homeland security mission were born from the “failures among federal agencies and between the federal agencies and state and local authorities to share critical information related to the threat of terrorism” prior to the September 11, 2001, attacks.¹ The threat profile has changed in the past two decades – we now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, threats from domestic violent extremists, and threats from new and emerging technologies. But information sharing and cooperation among state, local, and tribal authorities and federal agencies, including all DHS officials, is just as vital, and perhaps even more vital, today. Therefore, for FY 2021, we have identified five priority areas, tied to some of the most serious threats that DHS would like to see addressed by state and local

¹ Homeland Security Act of 2002: Report Together with Minority and Dissenting Views 222, Select Committee on Homeland Security: 107th Congress, U.S. House of Representatives (2002) (H. Rpt. 107-609).

governments, that recipients will need to address with their HSGP funds. Perhaps most importantly, we will be focused on forging partnerships to strengthen information sharing and collaboration in each of these priority areas and looking for recipients to remove barriers to communication and cooperation with DHS and other federal agencies.

b. *Objective*

The objective of the FY 2021 HSGP is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

c. *Priorities*

Given the evolving threat landscape, it is incumbent upon DHS/FEMA to continuously evaluate the national risk profile and set priorities that help ensure appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2021, five priority areas attract the most concern. Due to the unique threats that the nation faces in 2021, DHS/FEMA has determined that these five priorities should be addressed by allocating specific percentages of SHSP and UASI funds to each of these five areas, for a total of 30 percent per award. The following are the five priority areas for FY 2021, along with the corresponding percentage of SHSP and UASI funds that each recipient will be required to designate to each priority area in order to obtain a full allocation of SHSP and UASI funds:

- 1) Enhancing cybersecurity – 7.5 percent
- 2) Enhancing the protection of soft targets/crowded places – 5 percent
- 3) Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS – 5 percent
- 4) Combating domestic violent extremism – 7.5 percent
- 5) Addressing emergent threats (e.g., transnational criminal organizations, unmanned aircraft systems [UASs], weapons of mass destruction [WMD], etc.) – 5 percent

Failure by a recipient to propose investments and projects that align with the five priority areas and spending requirements will result in a recipient having a portion of their SHSP and UASI funds (up to 30 percent) placed on hold until they provide projects that sufficiently align to the National Priority Areas, and total at least the minimum percentage identified above of total SHSP and UASI funds per National Priority Area.

A state or high-risk urban area must allocate the remaining 70 percent of their funding to gaps identified through their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process.

Likewise, there are several enduring security needs that crosscut the homeland security enterprise to which recipients should consider allocating funding across core capability gaps and national priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

- 1) Effective planning;
- 2) Training and awareness campaigns;

- 3) Equipment and capital projects; and
- 4) Exercises.

SHSP and UASI Funding Priorities

The table below provides a breakdown of the FY 2021 SHSP and UASI priorities (the focus of OPSG remains unique to border security), showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. A detailed description of allowable investments for each project type is included in the [Preparedness Grants Manual](#). DHS/FEMA anticipates that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants.

FY 2021 SHSP & UASI Funding Priorities

Priority Areas	Core Capabilities	Lifelines	Example Project Types
National Priorities			
Enhancing Cybersecurity	<ul style="list-style-type: none"> • Cybersecurity • Intelligence and information sharing • Planning • Public information and warning • Operational coordination • Screening, search, and detection • Access control and identity verification • Supply chain integrity and security • Risk management for protection programs and activities • Long-term vulnerability reduction • Situational assessment • Infrastructure systems • Operational communications 	<ul style="list-style-type: none"> • Safety and Security 	<ul style="list-style-type: none"> • Cybersecurity risk assessments • Migrating online services to the “.gov” internet domain • Projects that address vulnerabilities identified in cybersecurity risk assessments <ul style="list-style-type: none"> ○ Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Security Agency (CISA) ○ Cybersecurity training and planning
Enhancing the Protection of Soft Targets/ Crowded Places	<ul style="list-style-type: none"> • Operational coordination • Public information and warning • Intelligence and information sharing • Interdiction and disruption • Screening, search, and detection • Access control and identity verification • Physical protective measures • Risk management for protection programs and activities 	<ul style="list-style-type: none"> • Safety and Security 	<ul style="list-style-type: none"> • Operational overtime • Physical security enhancements <ul style="list-style-type: none"> ○ Closed-circuit television (CCTV) security cameras ○ Security screening equipment for people and baggage ○ Lighting ○ Access controls ○ Fencing, gates, barriers, etc.

Priority Areas	Core Capabilities	Lifelines	Example Project Types
Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS	<ul style="list-style-type: none"> • Intelligence and information sharing • Interdiction and disruption • Planning • Public information and warning • Operational coordination • Risk management for protection programs and activities 	<ul style="list-style-type: none"> • Safety and Security 	<ul style="list-style-type: none"> • Fusion center operations (Fusion Center project will be required under this investment, no longer as a stand-alone investment) • Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities • Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation • Identification, assessment, and reporting of threats of violence • Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS
Combating Domestic Violent Extremism	<ul style="list-style-type: none"> • Interdiction and disruption • Screening, search and detection • Physical protective measures • Intelligence and information sharing • Planning • Public information and warning • Operational coordination • Risk management for protection programs and activities 	<ul style="list-style-type: none"> • Safety and Security 	<ul style="list-style-type: none"> • Open source analysis of misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats • Sharing and leveraging intelligence and information, including open source analysis • Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists • Training and awareness programs (e.g., through social media, suspicious activity reporting [SAR] indicators and behaviors) to help prevent radicalization • Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism
Addressing Emergent Threats, such as the activities of Transnational Criminal Organizations, open source threats, and threats from UAS and WMD	<ul style="list-style-type: none"> • Interdiction & disruption • Screening, search and detection • Physical protective measures • Intelligence and information sharing • Planning • Public Information and Warning • Operational Coordination 	<ul style="list-style-type: none"> • Safety and Security 	<ul style="list-style-type: none"> • Sharing and leveraging intelligence and information • UAS detection technologies • Enhancing WMD and/or improvised explosive device (IED) prevention, detection, response and recovery capabilities <ul style="list-style-type: none"> ◦ Chemical/Biological/Radiological/Nuclear/Explosive (CBRNE) detection, prevention, response, and recovery equipment
Enduring Needs			
Planning	<ul style="list-style-type: none"> • Planning 	<ul style="list-style-type: none"> • Safety and Security 	<ul style="list-style-type: none"> • Development of: <ul style="list-style-type: none"> ◦ Security Risk Management Plans

Priority Areas	Core Capabilities	Lifelines	Example Project Types
	<ul style="list-style-type: none"> • Risk management for protection programs and activities • Risk and disaster resilience assessment • Threats and hazards identification • Operational coordination • Community resilience 		<ul style="list-style-type: none"> ○ Threat Mitigation Plans ○ Continuity of Operations Plans ○ Response Plans • Efforts to strengthen governance integration between/among regional partners • Joint training and planning with DHS officials and other entities designated by DHS • Cybersecurity training and planning
Training & Awareness	<ul style="list-style-type: none"> • Long-term vulnerability reduction • Public information and warning • Operational coordination • Situational assessment • Community resilience 	<ul style="list-style-type: none"> • Safety and Security 	<ul style="list-style-type: none"> • Active shooter training • Intelligence analyst training • SAR and terrorism indicators/behaviors training • Security training for employees • Public awareness/preparedness campaigns • Joint training and planning with DHS officials and other entities designated by DHS • Cybersecurity training and planning
Equipment & Capital Projects	<ul style="list-style-type: none"> • Long-term vulnerability reduction • Infrastructure systems • Operational communications • Interdiction and disruption • Screening, search and detection • Access control and identity verification • Physical protective measures 	<ul style="list-style-type: none"> • Safety and Security 	<ul style="list-style-type: none"> • Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments • Physical security enhancements <ul style="list-style-type: none"> ○ Security cameras (CCTV) ○ Security screening equipment for people and baggage ○ Lighting ○ Access Controls <ul style="list-style-type: none"> ▪ Fencing, gates, barriers, etc.
Exercises	<ul style="list-style-type: none"> • Long-term vulnerability reduction • Operational coordination • Operational communications • Community resilience 	<ul style="list-style-type: none"> • Safety and Security 	<ul style="list-style-type: none"> • Response exercises

For FY 2021, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for *each* of the five National Priority Areas identified above. Each of these five investments must also account for at least the relevant minimum percentage of the applicant's SHSP and UASI allocation. The fusion center project must be included under the Information and Intelligence Sharing IJ. State Administrative Agencies (SAAs) may submit complete project-level information at the time of application, including the five National Priority Area IJs, but are not required to do so. As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to preventing, preparing for, protecting against, and responding to acts of terrorism. However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA also requires SHSP and UASI recipients (states, territories, and high-risk urban areas) to complete a THIRA/SPR and prioritize grant funding to support closing capability gaps or sustaining capabilities that address national priorities and/or support enduring needs.

Additional information on the THIRA/SPR process, including other National Preparedness System (NPS) tools and resources, can be found at <https://www.fema.gov/national-preparedness-system>. Detailed information on THIRA/SPR timelines and deadlines can be found in the [Preparedness Grants Manual](#).

OPSG Funding Priorities

The table below provides a breakdown of the FY 2021 OPSG funding priorities, which remain focused on and unique to border security.

FY 2021 OPSG Funding Priorities

Priority Areas	Core Capabilities	Lifelines	Example Project Types
National Priorities			
Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS	<ul style="list-style-type: none"> Intelligence and information sharing 	<ul style="list-style-type: none"> Safety and Security 	<ul style="list-style-type: none"> Participation in the DHS/ICE 287(g) training program Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation Identification, assessment, and reporting of threats of violence Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS
Addressing Emergent Threats, such as the activities of Transnational Criminal Organizations	<ul style="list-style-type: none"> Interdiction & disruption Screening, search and detection Physical protective measures Intelligence and information sharing 	<ul style="list-style-type: none"> Safety and Security 	<ul style="list-style-type: none"> Operational overtime for border security operations as directed by the applicable, USBP-approved operations order Sharing and leveraging intelligence and information

For FY 2021, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses *each* of the two national priorities identified above.

11. Performance Metrics

Performance metrics for this program:

SHSP and UASI:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above

OPSG:

- Number of contacts that occurred as a result of OPSG deployments
 - Number of arrests that resulted from OPSG contacts
 - Value of drug seizures that resulted from OPSG contacts

B. Federal Award Information

1. Available Funding for the NOFO: **\$1,120,000,000.00**

HSGP Programs	FY 2021 Allocation
SHSP	\$415,000,000
UASI	\$615,000,000
OPSG	\$90,000,000
Total	\$1,120,000,000

SHSP Allocations

For FY 2021, DHS/FEMA will award SHSP funds based on DHS/FEMA's relative risk methodology and statutory minimums pursuant to the *Homeland Security Act of 2002*, as amended. THIRA/SPR results do not impact grant allocation or award.

Each state and territory will receive a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. Each of the four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08 percent of the total funds allocated for grants under Section 2003 and 2004 of the *Homeland Security Act of 2002*, as amended.

Each state must include a separate IJ for each of the five National Priority Areas identified in the Priorities section, above. **All projects related to the National Priority Area must be included in the IJ.** The funding level in each National Priority Area investment **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the state's SHSP allocation in the table below.

FY 2021 SHSP ALLOCATIONS

State/Territory	FY 2021 Allocation	State/Territory	FY 2021 Allocation
Alabama	\$4,602,500	Montana	\$4,602,500
Alaska	\$4,602,500	Nebraska	\$4,602,500
American Samoa	\$1,052,000	Nevada	\$4,602,500
Arizona	\$4,602,500	New Hampshire	\$4,602,500
Arkansas	\$4,602,500	New Jersey	\$7,345,897
California	\$59,220,807	New Mexico	\$4,602,500
Colorado	\$4,602,500	New York	\$70,639,800

State/Territory	FY 2021 Allocation	State/Territory	FY 2021 Allocation
Connecticut	\$4,602,500	North Carolina	\$5,280,222
Delaware	\$4,602,500	North Dakota	\$4,602,500
District of Columbia	\$5,280,222	Northern Mariana Islands	\$1,052,000
Florida	\$9,701,894	Ohio	\$6,428,138
Georgia	\$5,491,278	Oklahoma	\$4,602,500
Guam	\$1,052,000	Oregon	\$4,602,500
Hawaii	\$4,602,500	Pennsylvania	\$8,447,973
Idaho	\$4,602,500	Puerto Rico	\$4,602,500
Illinois	\$14,427,260	Rhode Island	\$4,602,500
Indiana	\$4,602,500	South Carolina	\$4,602,500
Iowa	\$4,602,500	South Dakota	\$4,602,500
Kansas	\$4,602,500	Tennessee	\$4,602,500
Kentucky	\$4,602,500	Texas	\$18,908,141
Louisiana	\$4,602,500	U.S. Virgin Islands	\$1,052,000
Maine	\$4,602,500	Utah	\$4,602,500
Maryland	\$7,345,897	Vermont	\$4,602,500
Massachusetts	\$6,428,138	Virginia	\$8,447,973
Michigan	\$5,280,222	Washington	\$6,428,138
Minnesota	\$4,602,500	West Virginia	\$4,602,500
Mississippi	\$4,602,500	Wisconsin	\$4,602,500
Missouri	\$4,602,500	Wyoming	\$4,602,500
Total			\$415,000,000

UASI Allocations

Eligible candidates for the FY 2021 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at <https://www.census.gov/programs-surveys/metro-micro.html>. THIRA/SPR results do not impact grant allocation or award.

The following table identifies the UASI allocations for each high-risk urban area based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended.

In its application, each high-risk urban area, through the state, must include a separate IJ for each of the five National Priority Areas identified in the Priorities section, above. **All projects related to the National Priority Area must be included in the IJ.** The funding level in each National Priority Area investment **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the urban area's UASI allocation in the table below.

2021 UASI ALLOCATIONS

State/Territory	Urban Area	FY 2021 UASI Allocation
Arizona	Phoenix Area	\$5,250,000
California	Anaheim/Santa Ana Area	\$5,250,000
	Bay Area	\$37,500,000
	Los Angeles/Long Beach Area	\$68,000,000
	Riverside Area	\$3,900,000
	Sacramento Area	\$3,800,000
	San Diego Area	\$16,900,000
Colorado	Denver Area	\$3,900,000
District of Columbia	National Capital Region	\$51,750,000
Florida	Miami/Fort Lauderdale Area	\$14,750,000
	Orlando Area	\$3,800,000
	Tampa Area	\$3,800,000
Georgia	Atlanta Area	\$6,250,000
Hawaii	Honolulu Area	\$3,800,000
Illinois	Chicago Area	\$68,000,000
Maryland	Baltimore Area	\$4,250,000
Massachusetts	Boston Area	\$16,900,000
Michigan	Detroit Area	\$5,250,000
Minnesota	Twin Cities Area	\$5,250,000
Missouri	St. Louis Area	\$3,800,000
Nevada	Las Vegas Area	\$5,250,000
New Jersey	Jersey City/Newark Area	\$19,050,000
New York	New York City Area	\$178,750,000
North Carolina	Charlotte Area	\$3,800,000
Oregon	Portland Area	\$3,800,000
Pennsylvania	Philadelphia Area	\$16,900,000
Texas	Dallas/Fort Worth/Arlington Area	\$16,900,000
	Houston Area	\$24,600,000
	San Antonio Area	\$3,800,000
Virginia	Hampton Roads Area	\$3,800,000
Washington	Seattle Area	\$6,250,000
Total		\$615,000,000

OPSG Allocations

For FY 2021, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2021 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law

enforcement agencies that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the state's application as described in Section D, below. The THIRA/SPR process is not required for OPSG.

For the purposes of OPSG, the risk is defined as the potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Based upon ongoing intelligence analysis and extensive security reviews, DHS/CBP continues to focus the bulk of OPSG funds based upon risk analyses. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimates the relative risk faced by a given area. In evaluating risk, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas.

Threat and vulnerability are evaluated based on specific operational data from DHS/CBP. Threat components present in each of the sectors are used to determine the overall threat score. These components are terrorism, criminal aliens, drug trafficking organizations, and alien smuggling organizations.

Effectiveness of the proposed investments will be evaluated based on the recipient's investment strategy, budget, collaboration, and past performance.

2. Projected Number of Awards: **56**
3. Period of Performance: **36 months**

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H of this NOFO and the [Preparedness Grants Manual](#).

FEMA awards under this program only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

4. Projected Period of Performance Start Date(s): **10/01/2021**
5. Projected Period of Performance End Date(s): **09/30/2024**
6. Funding Instrument Type: **Grant**

C. Eligibility Information

1. Eligible Applicants

The SAA is the only entity eligible to submit HSGP applications to DHS/FEMA, including

those applications submitted on behalf of UASI and OPSG applicants. All 56 states and territories, including any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes under the SHSP and OPSG through the SAA.

2. Applicant Eligibility Criteria

Eligible high-risk urban areas for the FY 2021 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous MSAs in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

In FY 2021, OPSG eligible subrecipients are local units of government at the county level or equivalent level of government and federally recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

In FY 2021, OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a ***current employee, personnel, official, staff, or leadership*** of the non-federal entity; and 2) ***duly authorized to apply*** for an award on behalf of the non-federal entity at the time of application.

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

3. Other Eligibility Criteria

a. ***National Incident Management System (NIMS) Implementation***

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and

achievement reporting is on FEMA's website at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

Please see the [Preparedness Grants Manual](#) for more information on NIMS.

b. *Emergency Management Assistance Compact (EMAC) Membership*

In support of the National Preparedness Goal (the Goal), SHSP recipients must belong to, be in, or act as a temporary member of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2021 HSGP funding must be readily deployable and NIMS-typed when possible to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems (GIS), interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

c. *Law Enforcement Terrorism Prevention Activities (LETPA)*

Per section 2006 of the *Homeland Security Act of 2002*, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25 percent of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for LETPAs. DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least 25 percent of the combined HSGP funds allocated under SHSP and UASI towards LETPAs, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 25 percent LETPA allocation may be met by funding projects in any combination of the five National Priority Areas identified above and any other investments. The 25 percent LETPA allocation requirement is in addition to the 80 percent pass-through requirement to local units of government and tribes, referenced below.

The [National Prevention Framework](#) describes those activities that should be executed upon the discovery of intelligence or information regarding an imminent threat to the homeland, to thwart an initial or follow-on terrorist attack and provides guidance to ensure the Nation is prepared to identify, prevent, avoid, or stop a threatened or actual act of terrorism. Activities outlined in the National Prevention Framework are eligible for use as LETPA-focused funds. Also, where capabilities are shared with the protection mission area, the National Protection Framework activities are also eligible. All other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

4. Cost Share or Match

There is no cost share or match requirement for the FY 2021 HSGP.

D. Application and Submission Information

1. Key Dates and Times

a. *Application Start Date:* 02/25/2021

b. *Application Submission Deadline:* 05/14/2021 at 05 PM ET

All applications **must** be received by the established deadline.

The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of their submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. “Timely notification” of FEMA means: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, “DHS Awarding Agency Contact Information.” For additional assistance using the ND Grants System, please contact the ND Grants Service Desk at (800) 865-4076 or NDGrants@fema.dhs.gov. The ND Grants Service Desk is available Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9 AM – 5 PM ET.

c. *Anticipated Funding Selection Date:* No later than 07/16/2021

d. *Anticipated Award Date:* No later than 09/30/2021

e. *Other Key Dates:*

Event	Suggested Deadline for Completion
Obtaining DUNS Number	Four weeks before actual submission deadline
Obtaining a valid EIN	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or Updating SAM registration	Four weeks before actual submission deadline
Registering in Grants.gov	Four weeks before actual submission deadline

Starting application in Grants.gov	One week before actual submission deadline
Submitting the final application in ND Grants	By the submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

See the [Preparedness Grants Manual](#) for requesting and submitting an application.

Initial applications are processed through the [Grants.gov](#) portal. Final applications are completed and submitted through FEMA's ND Grants System. Application forms and instructions are available at Grants.gov. To access these materials, go to <http://www.grants.gov>.

Hard copies of the NOFO can be downloaded at [Grants.gov](#) or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.

4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their Data Universal Numbering System (DUNS) number from Dun & Bradstreet and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide a valid DUNS number, which is currently the unique entity identifier;
- c. Have an account with [login.gov](#);
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Create a Grants.gov account;
- f. Add a profile to a Grants.gov account;
- g. Establish an AOR in Grants.gov;
- h. Register in ND Grants
- i. Submit an initial application in Grants.gov;

- j. **Submit the final application in ND Grants, including electronically signing applicable forms; and**
- k. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Specific instructions on how to apply for, update, or verify a DUNS number or SAM registration or establish an AOR are included below in the steps for applying through Grants.gov.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable DUNS and SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(ii), if an applicant is experiencing exigent circumstances that prevents it from receiving a DUNS number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a DUNS number and complete SAM registration within 30 days of the federal award date.

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit initial applications through Grants.gov and a final application through ND Grants.

6. How to Register to Apply through Grants.gov

For information on how to register to apply through Grants.gov, please see the [Preparedness Grants Manual](#).

7. How to Submit an Initial Application to FEMA via Grants.gov

Standard Form 424 (SF-424) is the initial application for this NOFO.

Grants.gov applicants can apply online using a workspace. A workspace is a shared, online environment where members of a grant team may simultaneously access and edit different web forms within an application. For each Notice of Funding Opportunity, you can create individual instances of a workspace. Applicants are encouraged to submit their initial applications in Grants.gov at least seven days before the application deadline.

In Grants.gov, applicants need to submit the following forms:

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying

For further information on how to submit an initial application via Grants.gov, please see the [Preparedness Grants Manual](#).

8. Submitting the Final Application in ND Grants

After submitting the initial application in Grants.gov, eligible applicants will be notified by FEMA and asked to proceed with submitting their complete application package in ND Grants. Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement or, at the latest, seven days before the application deadline. Early registration will allow applicants to have adequate time to start and complete their applications.

Applicants needing assistance registering for the ND Grants system should contact ndgrants@fema.dhs.gov or (800) 865-4076. For step-by-step directions on using the ND Grants system and other guides, please see <https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system>.

In ND Grants, applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, “Content and Form of Application Submission.”. The Standard Forms (SF) are auto generated in ND Grants, but applicants may access these forms in advance through the Forms tab under the [SF-424 family on Grants.gov](#). Applicants should review these forms before applying to ensure they have all the information required.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled “Content and Form of Application Submission” under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the AOR role who submitted the application in Grants.gov will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXXX) from Grants.gov with the successful transmission of its initial application. **This notification does not serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants.** Applicants can also view the ND Grants Agency Tracking Number by accessing the Details tab in the submitted workspace section in Grants.gov, under the Agency Tracking Number column. Should the Agency Tracking Number not appear, the application has not yet migrated from Grants.gov

into the ND Grants System. Please allow 24 hours for your ND Grants application tracking number to migrate.

All applications must be received in ND Grants by **5 PM ET** on the application deadline. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

10. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

I. GRANTS.GOV

- **SF-424, Application for Federal Assistance**, initial application submitted through Grants.gov
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**, submitted through Grants.gov

II. ND GRANTS

- **SF-424A, Budget Information (Non-Construction)**, submitted via the forms generated by ND Grants
 - **For construction under an award, submit SF-424C, Budget Information (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424A
- **SF-424B, Standard Assurances (Non-Construction)**, submitted via the forms generated by ND Grants
 - **For construction under an award, submit SF-424D, Standard Assurances (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424B
- **SF-LLL, Disclosure of Lobbying Activities**, submitted via the forms generated by ND Grants
- **Indirect Cost Agreement or Proposal**, submitted as an attachment in ND Grants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, “Funding Restrictions and Allowable Costs,” for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, “DHS Awarding Agency Contact Information” for further instructions.

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

b. Program-Specific Required Forms and Information

i. IJ DEVELOPMENT: SHSP AND UASI

As part of the FY 2021 HSGP application process for SHSP and UASI funds, applicants must develop formal IJs that address the proposed investments. Failure to fulfill all of the terms contained in this section will be considered by DHS/FEMA in its evaluation of the effectiveness of the IJs submitted to meet the minimum percent spend requirement for each National Priority Area. Failure to sufficiently align projects to the National Priority Areas and meet the minimum percent spend requirement will result in funds being placed on hold until those issues are addressed.

FY 2021 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for each of the five National Priority Areas (Cybersecurity, Soft Targets/Crowded Places, Intelligence and Information Sharing, Countering Domestic Violent Extremism, and Emerging Threats) identified in this NOFO. Each of these five IJs must also meet or exceed the minimum percent spend requirement based on the applicant's SHSP and UASI allocation stated in this NOFO. **The SAA must submit one IJ per National Priority Area; all projects associated with a National Priority Area *must* be submitted in the same IJ and account for the relevant minimum spend requirement as a percentage of the SHSP or UASI allocation.** SAAs may submit complete project-level information at the time of application but are not required to do so at the time of application. However, any SHSP or UASI application that does not include an IJ for each National Priority Area that meets the minimum spend requirement will have that funding placed on hold (up to the National Priority Area, or up to 30 percent of the total award) until those IJs and project-level details that sufficiently address the National Priority Areas are received and approved by DHS/FEMA.

Each IJ must *demonstrate* how proposed investments:

- Support terrorism preparedness;
- Support closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process; and
- Support the overcoming of existing logistical, technological, legal, policy, and other impediments to collaborating, networking, sharing information, cooperating, and fostering a culture of national preparedness with federal, state, tribal, and local governments, as well as other regional, and nonprofit partners in efforts to prevent, prepare for, protect against, and respond to acts of terrorism, to meet its target capabilities, support the national security mission of DHS and other federal agencies, and to otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.

Each IJ must *explain* how the proposed investments will support the applicant's efforts to:

- Prevent a threatened or an actual act of terrorism;
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or

- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

If not included in the application, SHSP and UASI recipients must submit complete project-level information for each SHSP and UASI IJ as part of the Biannual Strategy Implementation Report (BSIR) due by January 30, 2022. This includes IJs for the five National Priority Areas.

DHS/FEMA will evaluate the effectiveness of the projects submitted in support of the National Priority Areas, either at the time of application or as part of the December 2021 BSIR. DHS/FEMA will not reduce FY 2021 HSGP awards based on the effectiveness review but will work with recipients to ensure compliance with the National Priority Area requirements based on the results of the effectiveness review. Recipients and subrecipients will not be permitted to expend funding under the National Priority Areas until the effectiveness of the proposed projects has been reviewed and confirmed by FEMA.

II. DEVELOPMENT OF INVESTMENTS AND PROJECTS: SHSP

- Applicants must propose at least five and may include up to ten investments.
- Within each investment, applicants must propose at least one project to describe the activities they plan to implement with SHSP funds. There is no limit to the number of projects that may be submitted.
- Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- Of the proposed SHSP-funded investments, one single project, within the required Intelligence and Information Sharing National Priority Area IJ, must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop the fusion center projects below and in the [Preparedness Grants Manual](#).
- All emergency communications investments must describe how such activities align with needs identified in their Statewide Communication Interoperability Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governing Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. The investment name must include the words “emergency communications” to easily identify any emergency communications investments.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
 - Project name;
 - Project description;
 - Subrecipient name, if applicable;
 - Recipient type (e.g., state or local);
 - Project location (zip code of the primary location of the project);
 - Primary core capability the project supports;

- Whether the project activities are shareable and deployable; and
- Which National Priority Area (if any) the project supports.
- Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

III. **NATIONAL PRIORITY AREA INVESTMENTS: SHSP**

States are encouraged to review the [Strategic Framework for Countering Terrorism and Targeted Violence](#) when developing investments.

- **Cybersecurity IJ (7.5 percent)**

At least one investment must be in support of the state's cybersecurity efforts. The investment must meet or exceed the FY 2021 national priority percentage for cybersecurity and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2021 HSGP grant awards will be required to complete the 2021 [Nationwide Cybersecurity Review](#) (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2021 NCSR is estimated to be open from October – December 2021.

The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity. Although not required by SLTTs that did not receive HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see [IB 439](#).

- **Soft Targets/Crowded Places IJ (5 percent)**

Soft targets and crowded places are increasingly appealing to terrorists and other extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors

collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, and similar facilities.

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the state's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding securing soft targets and crowded places are available through the [Cybersecurity and Infrastructure Security Agency](#). States are encouraged to engage DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

- **Information and Intelligence Sharing and Cooperation IJ (5 percent)**

Effective homeland security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism – including both international and domestic terrorism, cybersecurity, border security, transnational organized crime, immigration enforcement, economic security, and other areas is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the state's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for information sharing and cooperation with DHS and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

- **Domestic Violent Extremism IJ (7.5 percent)**

As stated in the October 2020 DHS Homeland Threat Assessment, domestic violent extremists, including ideologically motivated lone offenders and small groups, present the most persistent and lethal terrorist threat to the Homeland. These violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States. The COVID-19 pandemic has further created an environment that may lead to accelerated mobilization to targeted violence and/or radicalization to domestic terrorism, including driving lawful protests to incite violence, intimidate targets, and promote their violent extremist ideologies.

Given the rise of domestic violent extremism in recent years, at least one investment must be in support of the state's efforts to combat the rise, influence, and spread of domestic violent extremism. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for domestic violent extremism and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Please note that there currently is not a "Domestic Violent Extremism" Investment Type option in the Grant Reporting Tool (GRT). Instead applicants should select the "Standard" Investment Type and clearly name the IJ as "Domestic Violent Extremism Priority Area" to ensure it is appropriately accounted for during FEMA's administrative and effectiveness reviews.

- **Emerging Threats IJ (5 percent)**

The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists, criminal actors, and foreign adversaries continue to utilize open source and other technologies to spread misinformation and sow discord in the United States. These actors also remain intent on acquiring WMD capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs than ever before. Similarly, the proliferation of UASs, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

Given the increased risk of these emerging threats, at least one investment must be in support of the state's efforts to address emerging threats. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for emerging threats and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding emerging threats are available through the [Countering Weapons of Mass Destruction Office](#) and the [Cybersecurity and Infrastructure Security Agency](#).

IV. DEVELOPMENT OF INVESTMENTS AND PROJECTS: UASI

- Applicants must propose at least five and may include up to ten investments.
- Within each investment, urban areas must propose at least one project to describe the activities they are planning to implement with UASI funds. There is no limit to the number of projects that may be submitted.
- Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- Of the proposed projects, urban areas are required to propose one single project, as part of the required intelligence and information sharing IJ, in support of a designated fusion center within the urban area, if applicable. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop fusion center investments below and in the [Preparedness Grants Manual](#).
- All emergency communications investments must describe how such activities align with the needs identified in their SCIP. Recipients must coordinate with their SWIC and/or SIGB when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. The investment name must include the words “emergency communications” to easily identify any emergency communications investments.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
 - Project name;
 - Project description
 - Subrecipient name, if applicable;
 - Recipient type (e.g., state or local);
 - Project location (zip code of the primary location of the project);
 - Primary core capability the project supports;
 - Whether the project activities are shareable and deployable; and
 - Which National Priority Area (if any) the project supports.
- Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- FEMA encourages states to use any DHS provided assessments, such as those performed by DHS’s Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

V. PRIORITY INVESTMENTS: UASI

High-risk urban areas are encouraged to review the [Strategic Framework for Countering Terrorism and Targeted Violence](#) when developing investments.

- **Cybersecurity IJ (7.5 percent)**
At least one investment must be in support of the urban area’s cybersecurity efforts. The investment must meet or exceed the FY 2021 national priority percentage for cybersecurity and will also be subject to DHS/FEMA’s evaluation of the effectiveness of the proposed investments. Cybersecurity investments must support the security and

functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2021 HSGP awards will be required to complete the 2021 [Nationwide Cybersecurity Review](#), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The CIO, CISO or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2- 3 hours to complete. The 2021 NCSR is estimated to be open from October – December 2021.

The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity. Although not required by SLTTs that did not receive HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see [IB 439](#).

- **Soft Targets/Crowded Places IJ (5 percent)**

Soft targets and crowded places are increasingly appealing to terrorists and other extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, and similar facilities.

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the urban area's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding securing soft targets and crowded places are available through the [Cybersecurity and Infrastructure Security Agency](#).

- **Information and Intelligence Sharing and Cooperation IJ (5 percent)**

Effective homeland security operations rely on access to, analysis of, and timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior

leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism, – including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the urban area's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for information sharing and cooperation with DHS and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

- **Domestic Violent Extremism IJ (7.5 percent)**

As stated in the October 2020 DHS Homeland Threat Assessment, domestic violent extremists, including ideologically motivated lone offenders and small groups, present the most persistent and lethal terrorist threat to the Homeland. These violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States. The COVID-19 pandemic has further created an environment that may lead to accelerated mobilization to targeted violence and/or radicalization to domestic terrorism, including driving lawful protests to incite violence, intimidate targets, and promote their violent extremist ideologies.

Given the rise of domestic violent extremism in recent years, at least one investment must be in support of the urban area's efforts to combat the rise, influence, and spread of domestic violent extremism. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for domestic violent extremism and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Please note that there currently is not a "Domestic Violent Extremism" Investment Type option in the GRT. Instead applicants should select the "Standard" Investment Type and clearly name the IJ as "Domestic Violent Extremism Priority Area" to ensure it is appropriately accounted for during FEMA's administrative and effectiveness reviews.

- **Emerging Threats IJ (5 percent)**

The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists, criminal actors, and foreign adversaries continue to utilize open source and other technologies to spread misinformation and sow discord in the United States. These actors also remain intent on acquiring WMD capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs than ever before. Similarly, the proliferation of UASs, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

Given the increased risk of these emerging threats, at least one investment must be in support of the urban area's efforts to address emerging threats. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for emerging threats and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding emerging threats are available through the [Countering Weapons of Mass Destruction Office](#) and the [Cybersecurity and Infrastructure Security Agency](#).

VI. DEVELOPMENT OF FUSION CENTER PROJECTS: SHSP AND UASI

If applicable, each applicant must identify a fusion center project that will:

- Indicate alignment to a designated Fusion Center;
- Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center; and
- The descriptive narrative and the financial itemization should align improvement or sustainment requests with fusion center activities as they relate to the Fusion Center Performance Measures found in the [Preparedness Grants Manual](#).

Sample Fusion Center Funding Itemization

A sample project description and funding itemization are below. For the itemized projects, clearly identify the anticipated fusion center performance improvement or sustainment as a result of the proposed funding.

The X Fusion enhancement project will fund:

- *Salaries, benefits, and training for X number of Fusion Center intelligence analysts*
- *Travel costs associated with fusion center analyst training*
- *This project will directly sustain the Center's current capabilities and performance and directly aligns with performance measures 2021.XXX*
- *We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project*

The funding itemization for a fusion center project should include the amount and percent of each relevant solution area. As an example:

<i>Solution Area and Amount of Proposed Funding</i>	<i>Percent of Proposed Funding</i>
<i>Planning:</i> \$10,000	2%
<i>Organization:</i> \$200,000	48%
<i>Equipment:</i> \$200,000	48%
<i>Training:</i> \$10,000	2%
<i>Exercises:</i> \$0	0%
<i>Total:</i> \$420,000	100%

VII. COMPLETING IJS IN THE GRANT REPORTING TOOL (GRT): SHSP AND UASI

In the Related Documents section of the Grants.gov posting, applicants can find the IJ template and instructions for collecting the required information for investments and projects. Additionally, applicants should utilize the Project Worksheet located in Grants.gov posting to assemble the information required for each project, which will facilitate the input of that information into the GRT.

Applicants must ensure the appropriate National Priority Area “Investment Type” (*Overview Tab – Investment Information Section*) is selected for the corresponding National Priority Area (Cybersecurity, Soft Targets/Crowded Places, Information and Intelligence Sharing and Cooperation, and Emerging Threats). **Important note: there currently is not a “Domestic Violent Extremism” Investment Type option. Applicants should instead select the “Standard” Investment Type and clearly name the IJ as “Domestic Violent Extremism Priority Area” to ensure it is appropriately accounted for during FEMA’s administrative and effectiveness reviews.** All non-National Priority Area IJs should have the “Standard” Investment Type option selected.

VIII. DEVELOPMENT OF CONCEPT OF OPERATIONS FOR OPSG

As part of the FY 2021 OPSG application process, each eligible local unit of government at the county or federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary.

CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with the local USBP sector office, the SAA, and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for

vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the review and selection criteria identified in this NOFO.

OPSG Applicants will be required to clearly articulate and identify how the CONOPs will address the national priorities identified below.

- **Information and Intelligence Sharing and Cooperation**

Effective border security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. One critical, statutorily required mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

Given the importance of information sharing and collaboration to effective homeland security solutions, the CONOP must support the recipient's efforts to enhance information sharing and cooperation with DHS and other federal agencies. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness. Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

- **Emerging Threats**

The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists, criminal actors, and foreign adversaries continue to utilize open source and other technologies to spread misinformation and sow discord in the United States. These actors also remain intent on acquiring WMD capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs

than ever before. Similarly, the proliferation of UASs, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

Given the increased risk of these emerging threats, the CONOP must be in support of the recipient's efforts to address emerging threats. Additional resources and information regarding emerging threats are available through the [Countering Weapons of Mass Destruction Office](#) and the [Cybersecurity and Infrastructure Security Agency](#).

IX. DETAILED Budget

Applicants must provide budget summary worksheets for all funds requested at the time of application. The budget summary worksheets must be complete, reasonable, and cost-effective in relation to the proposed project and should provide the basis of computation of all project-related costs (including management and administrative costs) and any appropriate narrative. FEMA must be able to thoroughly evaluate the projects being submitted based on the information provided. FEMA must be able to determine how much funding is being passed through to subrecipients for each sub-program (UASI, SHSP, OPSG). Consequently, applicants must provide an appropriate level of detail within the budget summary worksheets to clarify what will be purchased and spent. Sample budget summary worksheets are available on the grants.gov posting for the HSGP in the Related Documents tab and may be used as a guide to assist applicants in the preparation of budgets and budget narratives.

11. Other Submission Requirements

Emergency Communications Investments

If an entity uses HSGP funding to support emergency communications investments, the applicant must describe in the investment how proposed communications investments align to needs identified in their SCIP. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee (SIEC), as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals.

12. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372 (See <https://www.archives.gov/federal-register/codification/executive-order/12372.html>; <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>).

13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be

incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

Federal funds made available through this award may be used for the purpose set forth in this NOFO, the [Preparedness Grants Manual](#), and the terms and conditions of the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. See the [Preparedness Grants Manual](#) for more information on funding restrictions and allowable costs.

a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Additional guidance is available in FEMA Policy #405-143-1 [Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services \(Interim\)](#).

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO and the [Preparedness Grants Manual](#).

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of “covered telecommunications equipment or services.” *See* 2 C.F.R. § 200.471.

b. *Pre-Award Costs*

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the AOR of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval.

c. *Management and Administration (M&A) Costs*

Management and administration (M&A) activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. A maximum of up to five percent of HSGP funds awarded may be retained by the state, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also retain a maximum of up to five percent of the funding passed through by the state solely for M&A purposes associated with the HSGP award.

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the five National Priority Areas. For example, if a recipient spends \$5,000 to manage or administer its funding dedicated toward its enhancing cybersecurity investment, the recipient may credit that funding toward its requirement to allocate at least 7.5 percent of its award to the enhancing cybersecurity National Priority Area.

A state's HSGP funds for M&A calculation purposes includes the total of its SHSP, UASI, and OPSG awards. While the SAA may retain up to five percent of this total for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP and UASI funds passed through to local or tribal jurisdictions must be based on the state's total HSGP award prior to withholding any M&A.

In retaining these funds, states may retain a maximum of 2.5 percent of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5 percent of the OPSG award. Examples applying this principle:

SAA 1:

SHSP: \$1,000,000 OPSG: \$2,500,000 UASI: \$2,500,000

M&A Maximum: \$300,000 (5 percent of \$6,000,000)

Maximum M&A for SHSP = \$50,000

Maximum M&A for OPSG = \$125,000. Of that amount, \$62,500 (2.5 percent) may be retained from the OPSG allocation, and the other \$62,500 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$50,000 available to manage the SHSP allocation.

Maximum M&A for UASI = \$125,000

SAA 2:

SHSP: \$3,500,000 OPSG: \$1,000,000

M&A Maximum: \$225,000 (5 percent of \$4,500,000)

Maximum M&A for SHSP = \$175,000

Maximum M&A for OPSG = \$50,000. Of that amount, \$25,000 (2.5 percent) may be retained from the OPSG allocation, and the other \$25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$175,000 available to manage the SHSP allocation.

HSGP recipients are also reminded that any M&A charged to a recipient's or subrecipient's UASI funding must be directly allocable to administration of the UASI grant program and cannot be used to cover M&A costs that are directly allocable to SHSP or OPSG funding. Similarly, any M&A charged to a recipient's or subrecipient's SHSP or OPSG funding cannot be used to cover M&A costs directly allocable to UASI funding.

Additionally, if a state/territory receives Nonprofit Security Grant Program (NSGP) funding, it may use SHSP M&A funding to cover M&A costs related to the management of NSGP-State awards, and UASI M&A funding to cover M&A costs related to the management of NSGP-Urban Area awards.

Please note, [IB 365: Management and Administration Costs in the Homeland Security Grant Program](#) and DHS/FEMA [Policy 207-087-1](#) **do not apply to awards made in FY 2021 under this NOFO**. Please also reference [IB 416](#) for additional clarification on OPSG M&A,

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but to the extent that there is any conflict between IB 416 and this NOFO, the requirements of this NOFO will apply to FY 2021 awards made under this NOFO.

d. *Indirect Facilities & Administrative (F&A) Costs*

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FEMA Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

f. *Funds Transfer Restriction*

The recipient is prohibited from transferring funds between programs (includes SHSP, UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., SHSP and UASI), however, recipients are not allowed to divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS/FEMA.

e. *Other Direct Costs*

I. PLANNING

Planning costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

II. ORGANIZATION

Organization costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

III. EQUIPMENT

Equipment costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

• General Purpose Equipment

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable

through the EMAC² and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement vehicles;
- Emergency medical services (EMS) equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized CBRNE response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff³ engaged in homeland security program activity.

- **Controlled Equipment**

For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

However, not all equipment that is considered controlled equipment is allowable under the HSGP. As discussed further below, there are certain "prohibited equipment" that are not allowable under HSGP. And for the procurement of certain controlled equipment that is allowable under the HSGP, there are additional submission requirements and reviews that must be met before DHS/FEMA will permit funding to be used for this purpose.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. The purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds under this program must also comply with [IB 426](#) and may not be used for the purchase of the following equipment: 1) firearms; 2)

² Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

³ This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs

ammunition; 3) grenade launchers; 4) bayonets; or 5) weaponized aircraft, vessels, or vehicles of any kind with weapons installed.

IV. TRAINING

Training costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

V. EXERCISES

Exercise costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

VI. PERSONNEL

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including SHSP, UASI, and OPSG allocations, may not use more than 50 percent of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50 percent personnel cap, please see FEMA [IB 421b](#), Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act. Please see the [Preparedness Grants Manual](#) for more information.

VII. OPERATIONAL OVERTIME

Operational overtime costs are allowed under this program. Prior to use of funds for operational overtime, recipients must receive approval from DHS/FEMA. Operational overtime costs are also subject to the 50 percent personnel cap. Please see the [Preparedness Grants Manual](#) for more information.

VIII. TRAVEL

Domestic travel costs are allowed under this program, as provided for in this NOFO and in the [Preparedness Grants Manual](#). International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA.

IX. CONSTRUCTION AND RENOVATION

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Applicants must use the Environmental Planning and Historical Preservation (EHP) approval process. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit [SF-424C and SF-424D](#). Please see the [Preparedness Grants Manual](#) for more information.

X. MAINTENANCE AND SUSTAINMENT

Maintenance- and sustainment-related costs, such as maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees, are allowable. Please see the

[Preparedness Grants Manual](#) for more information.

XI. CRITICAL EMERGENCY SUPPLIES

Critical emergency supplies are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

XII. SECURE IDENTIFICATION

Secure Identification costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

Allowable Cost Matrix

The following matrix provides allowable cost activities that fall under each of the cost categories noted above. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HSGP funds may be used to cover the costs for evaluating the impact of these grants on the state or urban area's core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the appropriate HQ FEMA Preparedness Officer. For additional information on allowable costs, see the [Preparedness Grants Manual](#).

Allowable Program Activities	SHSP	UASI	OPSG
Allowable Planning Costs			
Developing hazard/threat-specific annexes	Y	Y	N
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	Y	N
Developing related terrorism and other catastrophic event prevention activities	Y	Y	N
Developing and enhancing plans and protocols	Y	Y	N
Developing or conducting assessments	Y	Y	N
Hiring of full- or part-time staff or contract/consultants to assist with planning activities	Y	Y	N
Materials required to conduct planning activities	Y	Y	N
Travel/per diem related to planning activities	Y	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y	Y
Issuance of Western Hemisphere Travel Initiative-compliant Tribal identification cards	Y	N	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	Y	N
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	Y	N
Update governance structures and processes and plans for emergency communications	Y	Y	N
Development, and review and revision of continuity of operations plans	Y	Y	N
Development, and review and revision of the THIRA/SPR continuity of operations plans	Y	Y	N
Allowable Organizational Activities			
Note: Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.			
Program management	Y	Y	N
Development of whole community partnerships	Y	Y	N
Structures and mechanisms for information sharing between the public and private sector	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
Implementing models, programs, and workforce enhancement initiatives	Y	Y	N
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	Y	N
Operational support	Y	Y	N
Utilization of standardized resource management concepts	Y	Y	N
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event	Y	Y	N
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)	Y	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	Y	Y	Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation).	Y	Y	Y
Cost of migrating online services to the “.gov” domain	Y	Y	N
Allowable Equipment Categories			
Personal Protective Equipment	Y	Y	Y
Allowable Equipment Categories			
Explosive Device Mitigation and Remediation Equipment	Y	Y	N
CBRNE Operational Search and Rescue Equipment	Y	Y	N
Information Technology	Y	Y	Y
Cybersecurity Enhancement Equipment	Y	Y	N
Interoperable Communications Equipment	Y	Y	Y
Detection	Y	Y	Y
Decontamination	Y	Y	N
Medical countermeasures	Y	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y	Y
CBRNE Reference Materials	Y	Y	N
CBRNE Incident Response Vehicles	Y	Y	N
Terrorism Incident Prevention Equipment	Y	Y	Y
Physical Security Enhancement Equipment	Y	Y	Y
Inspection and Screening Systems	Y	Y	Y
Animal Care and Foreign Animal Disease	Y	Y	N
CBRNE Prevention and Response Watercraft	Y	Y	N
CBRNE Prevention and Response Unmanned Aircraft	Y	Y	N
CBRNE Aviation Equipment	Y	Y	N
CBRNE Logistical Support Equipment	Y	Y	N
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y	Y
Critical emergency supplies	Y	Y	N
Vehicle acquisition, lease, and rental	N	N	Y
Other Authorized Equipment	Y	Y	Y
Allowable Training Costs			
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	Y	Y	N
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training	Y	Y	N
Training workshops and conferences	Y	Y	Y
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	Y
Travel	Y	Y	Y

Allowable Program Activities	SHSP	UASI	OPSG
Supplies	Y	Y	N
Instructor certification/re-certification	Y	Y	N
Coordination with Citizen Corps Councils in conducting training exercises	Y	Y	N
Interoperable communications training	Y	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Immigration enforcement training	Y	Y	Y
Allowable Exercise Related Costs			
Design, Develop, Conduct, and Evaluate an Exercise	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	N
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	Y	N
Implementation of HSEEP	Y	Y	N
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	Y	N
Travel	Y	Y	N
Supplies	Y	Y	N
Interoperable communications exercises	Y	Y	N
Allowable Exercise Related Costs			
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Allowable M&A Costs			
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y	Y
Overtime and backfill costs	Y	Y	Y
Travel	Y	Y	Y
Meeting related expenses	Y	Y	Y
Authorized office equipment	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y	N
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y	N
LETPA Costs			
Integration and interoperability of systems and data, such as CAD and RMS, to facilitate the collection,	Y	Y	N
Maturation, enhancement, and sustainment of designated state and major Urban Area fusion centers	Y	Y	N
Coordination between fusion centers and other operational analytic, and investigative efforts	Y	Y	N
Implementation, maintenance, and sustainment of the Nationwide Suspicious Activity Reporting Initiative	Y	Y	N
Implementation of the "If You See Something, Say Something®" campaign	Y	Y	N
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical	Y	Y	N
Building and sustaining preventive radiological and nuclear detection capabilities	Y	Y	N

E. Application Review Information

1. Application Evaluation Criteria

a. *Programmatic Criteria*

I. RISK METHODOLOGY

The risk methodology determines the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes, but is not limited to, threats from violent domestic extremists, international terrorist groups, and individuals inspired by terrorists abroad. See the [Preparedness Grants Manual](#) for additional information on the risk methodology.

NOTE: The THIRA/SPR process is separate from the risk methodology and its results do not affect grant allocations.

The Risk Methodology is used to inform allocations under HSGP. For more information on the SHSP, UASI, and OPSG allocation processes, please see Section B.1 of this NOFO, “Available Funding for the NOFO.”

II. APPLICATION EVALUATION CRITERIA

FEMA will evaluate the FY 2021 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA’s review will include verification that each IJ and project:

- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year period of performance. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:

- An explanation of how the proposed project(s) will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
- A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
- A project schedule with clear milestones.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

FEMA will also review any submitted National Priority Area-aligned IJs and projects to ensure they meet the minimum spend requirement. Further information on how the National Priority Area IJs and projects will be reviewed for effectiveness is included in the Review and Selection Process section below.

b. *Financial Integrity Criteria*

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as amended by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
- ii. Quality of management systems and ability to meet management standards.
- iii. History of performance in managing federal award.
- iv. Reports and findings from audits.
- v. Ability to effectively implement statutory, regulatory, or other requirements.

c. *Supplemental Financial Integrity Criteria and Review*

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

a. *SHSP and UASI*

All proposed investments will undergo a federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO. The federal review will be conducted by FEMA HQ Preparedness Officers. FEMA HQ Preparedness Officers will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO. Recipients must be able to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. IJs will be reviewed at both the investment and project level.

Emergency communications investments will be jointly reviewed by FEMA and the DHS Office of Emergency Communications (OEC) to verify compliance with SAFECOM guidance. FEMA and OEC will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

Additional Effectiveness Evaluation Criteria for the National Priority Areas

FEMA will evaluate the FY 2021 HSGP IJs and projects submitted in support of the National Priority Areas for anticipated effectiveness. FEMA's review will include verification that each IJ or project meets the National Priority Area required spend percentages.

Cybersecurity investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Soft Targets/Crowded Places investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Information Sharing and Cooperation Investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

For additional information on Fusion Center requirements, please see the [Preparedness Grants Manual](#).

Domestic violent extremism investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Emerging threats investments will be reviewed by DHS/FEMA, DHS Countering Weapons of Mass Destruction Office, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This part considers factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome legal, political, or practical obstacles to reduce overall risk, the process and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations.

For applicants that elect to submit IJs and project-level details for the National Priority Areas at the time of application, effectiveness will be evaluated prior to award. If the projects are found to not sufficiently align with the National Priority Area(s), applicants may have funds placed on hold (up to 30 percent) until the projects are revised to satisfactorily address the National Priority Areas.

For applicants that elect to submit IJs and project-level details for the National Priority Areas as part of the December 2021 BSIR, they will have funds placed on hold in the amount of 30 percent (the sum of all National Priority Area). The hold will be released only after their December 2021 BSIR submission has been reviewed, and projects related to the National Priority Areas deemed in alignment by DHS/FEMA.

SAAs are still required to meet pass-through requirements even if funds are on hold related to the National Priority Areas.

To that end, IJs should include:

- How the proposed investment addresses the National Priority Area;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable;
- A summary of laws, policies and practices that can be enhanced, eliminated, or otherwise changed in order to achieve the goals of the project and foster a culture of national preparedness; and
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2021 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following five factors:

- Investment Strategy (30%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.
- Budget (10%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.
- Impact/Outcomes (30%): Proposals will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its SPR and addresses the relevant National Priority Area outlined in this NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.

- Collaboration (30%): Proposals will be evaluated based on the degree to which the proposal adequately details how the recipient will use investments and other means to overcome existing logistical, technological, legal, policy, and other impediments to collaborating, networking, sharing information, cooperating, and fostering a culture of national preparedness with federal, state, tribal, and local governments, as well as other regional and nonprofit partners. Collaboration should improve efforts to prevent, prepare for, protect against, and respond to acts of terrorism, to meet target capabilities, support the national security mission of DHS and other federal agencies, and to otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.
- Past Performance (additional consideration): Proposals will be evaluated based on the applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

b. OPSG

Applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the Operations Orders. For more information on Operations Orders and other requirements of OPSG, see the [Preparedness Grants Manual](#).

DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2021 OPSG funds will be allocated competitively based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2021 Operations Orders to designated localities within border states and territories.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO and the [Preparedness Grants Manual](#) as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

See the [Preparedness Grants Manual](#) for information on Notice of Award.

2. Pass-Through Requirements

Awards made to the SAA for HSGP carry additional pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. Four requirements must be met to pass-through grant funds:

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA's commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

Timing and Amount

The SAA must pass-through at least 80 percent of the funds awarded under the SHSP and UASI to local or tribal units of government within 45 calendar days of receipt of the funds. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.

SAAs are sent notification of HSGP awards via the GPD's ND Grants system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45-calendar days pass-through period will start on the date the SAA accepted the award. Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45-calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the ND Grants system.

It is important to note that the period of performance start date does not directly affect the start of the 45-calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on September 20, 2021, while the period of performance dates for that award are October 1, 2021, through September 30, 2024. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or October 5, 2021 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of October 1, 2021 would not affect the timing of meeting the 45-calendar day pass-through requirement.

Other SHSP and UASI Pass-Through Requirements

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. A letter of intent (or equivalent) to distribute funds is not considered sufficient. The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, or the Commonwealth of the Northern Mariana Islands. The Commonwealth of Puerto Rico is required to comply with the pass-through requirement, and its SAA must also obligate at least 80 percent of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20 percent of funding for expenditures made by the state on behalf of the local unit(s) of government. This may occur only with the written consent of the local unit of government, specifying the amount of funds to be retained and the intended use of funds. States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2021, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Preparedness Officer.

Additional OPSG Requirements

The recipient is prohibited from obligating or expending funds provided through this award until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic mail notice issued by DHS/FEMA removing this special programmatic condition.

3. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

In addition to the information regarding DHS Standard Terms and Conditions and Ensuring the Protection of Civil Rights, see the [Preparedness Grants Manual](#) for additional information on administrative and national policy requirements, including the following:

- EHP Compliance
- FirstNet
- NIMS Implementation
- SAFECOM

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available at <https://www.fema.gov/about/offices/equal-rights>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

c. *EHP Compliance*

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](#), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening form is located at <https://www.fema.gov/media-library/assets/documents/90195>. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at <https://www.fema.gov/media-library/assets/documents/85376>.

d. *NIMS Implementation*

In expending funds under this program, recipients that are state, local, tribal, or territorial governments must ensure and maintain adoption and implementation of NIMS. The state, local, tribal, or territorial government must show adoption of NIMS during any point of the period of performance. The list of objectives used for progress and achievement reporting is at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

Emergency management and incident response activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies) to meet incident needs. Using standardized resource management concepts such as typing, credentialing, and inventorying, promote a strong national mutual aid capability needed to support delivery of core capabilities. Additional information on resource management, NIMS resource typing definitions, job titles, and position qualifications is on FEMA's website at <https://www.fema.gov/emergency-managers/nims/components>.

FEMA developed the [National Incident Management System Guideline for the National Qualification System](#) to describe national credentialing standards and to provide written guidance regarding the use of those standards. This guideline describes credentialing and typing processes and identifies tools which Federal Emergency Response Officials and emergency managers at all levels of government may use both routinely and to facilitate multijurisdictional coordinated responses.

Although state, local, tribal, and private sector partners (including nongovernmental organizations) are not required to credential their personnel in accordance with these guidelines, FEMA strongly encourages them to do so to leverage the federal investment in the Federal Information Processing Standards 201 infrastructure and to facilitate interoperability for personnel deployed outside their home jurisdiction.

Additional information about NIMS in general is available at <https://www.fema.gov/emergency-managers/nims>.

e. *Emergency Communications Investments*

If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the *SAFECOM Guidance*. The certification letter should be coordinated with the SWIC for each state and must be uploaded to ND Grants at the time of the first Program Performance Report (PPR) submission.
- All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status

information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.

- By the period of performance end date, all states and territories must update the SCIP, with a focus on communications resilience/continuity, to include assessment and mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required) and must submit an After Action Report/Improvement Plan (AAR/IP) to the Homeland Security Exercise and Evaluation Program's (HSEEP) electronic message inbox at hseep@fema.gov within 90 days of exercise completion. Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated above), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the [Preparedness Grants Manual](#).

4. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

See the [Preparedness Grants Manual](#) for information on reporting requirements, as well as the above section, "Emergency Communications Investments," specific reporting requirements for emergency communications investments.

5. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide

any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

See the [Preparedness Grants Manual](#) for information on monitoring and oversight.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. *Program Office Contact*

FEMA has assigned state-specific Preparedness Officers for the HSGP. If you do not know your Preparedness Officer, please contact CSID by phone at (800) 368-6498 or by email at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

b. *Centralized Scheduling and Information Desk (CSID)*

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9 AM – 5 PM ET.

c. *GPD Award Administration Division*

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. *Equal Rights*

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

e. *Environmental Planning and Historic Preservation*

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information**a. *Grants.gov***

For technical assistance with [Grants.gov](https://www.grants.gov), call the customer support hotline 24 hours per day, 7 days per week (except federal holidays) at (800) 518-4726 or e-mail at support@grants.gov.

b. *Non-Disaster (ND) Grants*

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at ndgrants@fema.gov or (800) 865-4076, Monday through Friday, 9:00 AM – 6:00 PM ET. User resources are available at <https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system>

c. *Payment and Reporting System (PARS)*

FEMA uses the [Payment and Reporting System \(PARS\)](#) for financial reporting, invoicing, and tracking payments. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 1199A, Direct Deposit Form. If you have questions about the online system, please call the Customer Service Center at (866) 927-5646 or email ask-GMD@fema.dhs.gov.

d. *Supplemental Information: Reporting Systems*

In addition to ND Grants, the following information systems are used for the submission of required reports:

- **GRT:** Information on the GRT can be found in the [Preparedness Grants Manual](#).
- **Unified Reporting Tool (URT):** Information on the URT can be found in the [Preparedness Grants Manual](#).

H. Additional Information

GPD has developed the [Preparedness Grants Manual](#) to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Preparedness Grants Manual for further information. Examples of information contained in the [Preparedness Grants Manual](#) include:

- Actions to Address Noncompliance
- Audits
- Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations
- Community Lifelines
- Conflicts of Interest in the Administration of Federal Awards and Subawards
- Disability Integration
- National Incident Management System
- Payment Information
- Period of Performance Extensions
- Procurement Integrity

- Record Retention
- Whole Community Preparedness
- Other Post-Award Requirements

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. *Noncompliance*

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO or in the [Preparedness Grants Manual](#).

b. *With the Consent of the Recipient*

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. *Notification by the Recipient*

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's FEMA Preparedness Officer and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Preparedness Officer as needed when preparing an extension request. Please see the [Preparedness Grants Manual](#) for more information.



LOS ANGELES COUNTY/DEPARTMENT OF AUDITOR-CONTROLLER

SHARED SERVICES DIVISION

GRANT PAYMENT REQUEST

SECTION A: SUBMITTING YOUR REQUEST

Please submit Grant Payment Request Form along with **legible** supporting documents to:

Grants@auditor.lacounty.gov

In the event e-mail is not available, you can mail your Grant payment request to (please do **not** fax or send duplicates):

Department of Auditor-Controller
Shared Services Division / Attn: Grants Unit
3470 Wilshire Blvd., Suite 812
Los Angeles, CA 90010

1. Grant Name & Year:

SECTION B: SUB-RECIPIENT'S INFORMATION

1. Sub-recipient's Name: (reimbursement check will be made payable to a payee entered here)	3. Taxpayer ID #:	4. Contact's Name:
2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary):		4. Contact's phone:
		4. Contact's e-mail:

SECTION C: DETAIL PAYMENT REQUEST INFORMATION

1. SOLUTION AREA (e.g. equipment, training, planning, exercise, organization)	2. PROJECT # (e.g. 011.22)	4. EHP required? (Environmental & Historic Preservation)		5. VENDOR'S INVOICE # (Maximum of 5 invoices)	6. PURCHASE METHOD (including Training)			7. CLAIM AMOUNT (indicate the amount per each line)
		No	Yes (attach State Approval)		If Competitive, indicate the # of bids.	Non-Competitive Bid	Sole Source	
8. TOTAL								\$ -

SECTION D: SUB-RECIPIENT'S CERTIFICATION

SECTION E: FOR SSD USE ONLY

I certify that (please use the checkbox):

☐

1. I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

☐

2. All instructions for this form were followed and all the supporting documentation (per instructions) is included with this claim.

3. _____
AUTHORIZED SIGNATURE

DATE

4. _____
AUTHORIZED PRINTED NAME

AUTHORIZED TITLE

5. AUTHORIZED CONTACT INFORMATION (If different from Section B):

PHONE # _____

E-MAIL: _____

STAMP WITH RECEIVED DATE HERE:

ASSIGNED INVOICE NO.:

NOTE: This Form is intended for Internal SSD review purpose only.

Revised on December 2019

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST

Purpose of these instructions:

To assist sub-recipients in completing the Grant Payment Request. We appreciate your participation in this program, for questions or suggestions please use our e-mail below to contact us. **Please do not send these instructions to us, they are to be used for your guidance only.**

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST

In numeral **1** of this section, please enter the name and year of the grant program that you are submitting for payment. In addition, please help us expedite the process of your Homeland Security claims by:

- Completing the Grant payment request correctly and according to these instructions.
- Submitting your Grant payment request using our e-mail --> **Grants@auditor.lacounty.gov** (please do **not** fax documents).
- Sending your Grant payment request only once (we do not require original documents and duplicates will slow down our process).
- Using the checkboxes to ensure all the required supporting documents and files accompany your Grant payment request. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your Grant payment requests are legible.
- Submitting Grant payment request timely. We do **not** guarantee the process of Grant payment requests that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

SECTION B: SUB-RECIPIENT'S INFORMATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please enter the name of the agency requesting for payment. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for L.A. County departments.
3. Please enter the tax ID of the governmental entity requesting payment. Please leave blank for L.A. County departments.
4. Please enter the information of the person that can assist us with detail claim questions.

SECTION C: DETAIL PAYMENT REQUEST INFORMATION:

In order to expedite your Grant payment request, in this area's grid, include a **maximum of five (5) invoices or reimbursements charges (one charge or one invoice per line)**. The invoices or charges need to share the same solution area, project #.

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.
2. Enter the project # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.
4. Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State **prior** to the start of the project on certain equipment items (see AEL description) or training/exercise projects. Please attach the following:
 - a) ☐ **State EHP Approval:** if required by the state for your claim.

SECTION C: (Continued)

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:
- a) ☐ **Copy of the invoice:** Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
 - b) ☐ **Copy of the purchase order**
 - c) ☐ **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at:
https://www.rkb.us/fema_grants.cfm
 - d) ☐ **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other** than L.A. County Department is the corresponding copy of the bank's cleared check .
 - e) ☐ **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
 - f) ☐ **Proof of payment of the use tax:** Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
 - g) ☐ **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at <http://www.sam.gov/portal/public/SAM>. (you will need a username and a password; if you don't please create an account) . The listing needs to be queried **prior** to the selection of the vendor.
6. If you are claiming services, supplies, training related costs, or any other type of items purchased thru a vendor or contractor or government agency, please indicate with an X the method that you used to acquire the items (do **not** leave blank or mark more than one). Please note that competitive bid, non-competitive bid or sole source are the only valid purchasing methods.
- a) ☐ **Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one).
 - b) ☐ **Non-Competitive Bid:** for single bid purchases of \$250,000 or more (effective June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
 - c) ☐ **Sole Source:** for non-bid purchases of \$250,000 or more effective (June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let your Program Coordinator know of the possible need for budget modification.
8. Enter the "Total Amount" by adding the subtotal claims included in each line.

SECTION D: SUB-RECIPIENT'S CERTIFICATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please read and check the box provided if you are an authorized signor.
2. Please read and check the box provided if you are an authorized signor.
3. Please sign the Grant payment request if you are an authorized signor of your agency.
- 4 & 5. When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

ADDITIONAL ITEMS THAT YOU NEED TO ATTACH TO YOUR GRANT PAYMENT REQUEST:

For Equipment Claims:

- a) ☐ **Equipment Inventory Listing (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) or write N/A. please do NOT leave the corresponding space blank. ^{*1} Please refer to the **Instructions to Equip Inty Tab for completion procedures of Equipment Inventory.**

Additionally, please enter the appropriate CBRNE Mission (Chemical, Biological, Radiological, Nuclear, or Explosive) in the column titled "Equipment Description & Quantity". This only applies to vehicles with AEL # 12VE-00-MISS (Vehicle Specialized Mission: CBRNE).

You need to inform us of any changes on the items above ^{*1}. This applies to each piece of equipment added in the Inventory Listing, including when the items are disposed and/or no longer useful. We will update the master inventory listing (per grant requirement) according to the information you give us. Please make sure that you include all the attachments that are necessary to provide us with the requested information.

For Training Claims:

- a) ☐ **State Sole Source Approval:** If you are claiming training related costs thru a Non-Competitive Bid or Sole Source training provider, regardless the purchased amount, please attach the State's approval (effective December 03, 2018). The approval needs to be requested from the State prior to the start of the project.
- b) ☐ **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant. Training request #'s must be obtained from the State prior to the start of the project.
- c) ☐ **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

If you are including **personnel cost** with your training claim, please add the following:

- d) ☐ **Personnel List (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits.
- e) ☐ **Documents that certify completion of the training:** please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:
- Attendance sheets (signed by employee and instructor)
 - Sign in sheets (same as above)
 - Signed training certificates
- f) ☐ **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).

Please ensure that the Training Summary Sheet is verified/approved by an authorized signatory, with printed name and title, and dated.

- g) ☐ **Backup for the Benefits Rate:** If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.
- h) ☐ **Timecards:** Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be approved and include the name of the employee and hours charged per day to the grant.
- i) ☐ **Explanation of timekeeping codes:** When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.

- j) ☐ **Payroll register:** The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.
- k) ☐ **Roster of backfilled positions:** When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.

For Planning Claims:

- a) ☐ **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.
- b) ☐ **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.
- c) ☐ **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- d) ☐ **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Exercise Claims:

- a) ☐ **Proof of State Approval of After Action Report (AAR):** In order for your AAR to be approved you have to submit it to the State using the ODP Portal (see link below), within 90 days after completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.

https://hseep.dhs.gov/DHS_SSO/

- b) ☐ **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- c) ☐ **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Organization Claims: Please see above b) and c) under Exercise Claims

GRANT PROPERTY AND EQUIPMENT INVENTORY LISTING

GRANT NAME: _____
SUB-RECIPIENT: _____
DATE OF REPORT: _____

P. ____ of ____

[illegible]

Equipment Inventory Listing Procedures for Completion

OBJECTIVE:

To provide an equipment inventory listing that links the State Homeland Security Workbook, to the Equipment Ledger and to the Equipment Listing to simplify the tracking and accountability; and to eliminate duplication and confusion.

<u>Field</u>	<u>Date Element</u>	<u>Procedure</u>
(1)	Grant Name	SHSP or EMPG
(2)	Sub-Recipient	Name of your agency
(3)	Date of Report	Date report completed {1}
(4)	Grant Year	Grant Year of funds used to purchase equipment
(5)	Project #	Project Number (from Grant Workbook Project Sheets)
(7)	AEL No.	Authorized Equip Listing No (from Grant Workbook)
(8)	Description	Description of the equipment
(9)	Serial # or Other ID #	Serial # or Other identification # used
(10)	Safecom consult	Fill out either by Yes, No, or N/A
(11)	Source of Property	Funding source, i.e, SHSP, EMPG, etc.
(12)	Title Holder	Name of agency (City/Department)
(13)	Vendor Name	Name of the vendor
(14)	Invoice Number	Invoice number
(15)	Acquisition Date	Date equipment acquired
(16)	Acquisition Cost	Cost of the individual equipment item
(17)	% of Fed Part	Fed participation in the cost of equipment
(18)	Location	Location of equipment
(19)	Use & Condition	Use & condition {2}
(20)	Disposition data	Date of disposition
(21)	Sale Price	Sale price, If applicable, or N/A for not applicable

The Equipment Inventory Listing must be completed in its entirety to meet the objective of the form.

Note {1}: This date should be the date the physical inventory of equipment was taken and the results reconciled with the equipment records (at least once every two years).

{2} Indicate: N = New, D = Deployed, O = Out of Service, L = Lost & S = Stolen

Distribution

Copy maintained in sub-recipient file

Copy forwarded to Shared Services Division

Training Summary Sheet

Grant Name	_____
Jurisdiction Name:	_____
Training Provider:	_____
OHS Approved Course Title:	_____
Non-SLGCP Course Title & OHS Tracking No. (requires pre-approval thru OEM)	_____
Date of Course:	_____
Class/ Exercise Duration/Hours:	_____

[illegible]

Approved by: _____
Authorized Signature

Print Name and Title

[illegible]

Date _____

[illegible]

Date _____

8. Notes on Personnel Cost:

In general, costs associated with:

- ☐ Work performed under contract for a specific deliverable DOES NOT count against the personnel cap, however,
- ☐ Work performed under contract for an undefined period, such as for personnel costs supporting operational activities, including general planning, training or exercise activities DO count against the personnel cap; and
- ☐ Work performed by all non-contractor personnel, including for full- or part-time staff and operational overtime DO count against the personnel cap.

The following examples would not count towards the personnel cap:

- ☐ Vendor installation of a radio tower;
- ☐ Vendor training on new equipment purchased;
- ☐ Contractor hired to create an Emergency Operations Plan;
- ☐ Contractor hired to provide deliveries of ICS 400; and
- ☐ Contractor hired to assist with planning, training, evaluating, and reporting the effectiveness of a specific exercise.

The following examples would count towards the personnel cap:

- ☐ Contractor hired to be the State's WMD training instructor with no specific deliverables under contract;
- ☐ Contractor hired to facilitate unidentified number of exercises throughout the performance period;
- ☐ Contractor hired to be the part-time auditor of Homeland Security Grants throughout the year; and
- ☐ Contractor hired to be an intelligence analyst.

501

Subrecipient Monitoring Instrument

Subrecipient Monitoring Instrument

PROJECT TITLE

Los Angeles County State Homeland Security Program
Monitoring Reports

A. FINANCIAL REPORTING REQUIREMENTS

Objective

To determine that the Subrecipient implemented corrective action to address findings noted in its Single Audit that is related to the Homeland Security Grant.

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comment</u>
1. Was a Single Audit completed for Grant Year 2014-15 and 2015-16?			
2. If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA) by March 30 th of the year following the audit?			
3. Did the Single Audit(s) identify findings related to the Homeland Security Grant? If yes, please continue. If no, please mark N/A and continue to Section B.			
4. Did the Subrecipient develop a corrective action plan that addresses the finding(s)?			
5. Did the Subrecipient send a copy of a corrective action plan to the HSGA?			
6. Did the Subrecipient implement the corrective action plan?			

B. TRAINING**Objective**

To determine that the Training expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Training activities involved employees, determine if the Subrecipient appropriately documented the Training expenditures using employee timecards, sign-in sheets, and certificates of training. If the Training activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedures to hire the consultants or contractors. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Training expenditures? If yes, then continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the training course name and number?			
3. If the Training expenditures relate to the use of employees, did the Subrecipient appropriately document the Training expenditures using employee timecards, sign-in sheets and certificates of training?			
4. If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Training expenditures in their accounting records?			
6. For Projects with overtime expenditures for Training:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			

B. TRAINING (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
7. For Projects with backfill expenditures for Training:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the expenditures in their accounting records?			
8. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor?			
9. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted by HSGA:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the Project prior Grant Year report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

C. PLANNING**Objective**

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Planning activities involved employees, determine if the Subrecipient appropriately documented the Planning expenditures using employee timecards and sign-in sheets. If the Planning activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Planning expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced?			
3. If Planning expenditures relate to the use of employees, did the Subrecipient use employee timecards and sign-in sheets?			
4. If Planning expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Planning expenditures in their accounting records?			
6. For Projects with overtime expenditures for Planning:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			

C. PLANNING (Continued)

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
	b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
7.	For Projects with backfill expenditures for Planning:			
	a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
	b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
	c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
8.	Were the employee timecards utilized in Planning activities signed and dated by the employee and direct supervisor?			
9.	Were the Planning expenditures consistent with the State approved grant award and/or post award modification(s)?			
10.	Ensure the Subrecipient corrected area of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted to HSGA:			
	a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
	b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

D. EQUIPMENT**Objective**

To determine that the project Equipment expenditures are supported by invoices and that a listing of the Equipment/property is maintained by the Subrecipient. To determine that the purchases are aligned with the project's goals and objectives. Use Worksheets 2 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient maintain invoices to support the Equipment expenditures?			
3. Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the federal "Authorized Equipment List" and/or "Standardized Equipment List"?			
4. Did the Subrecipient accurately report the Equipment expenditures in their accounting records?			
5. Did the Subrecipient maintain an Equipment inventory that listed the following:			
a) Description of Equipment,			
b) Serial number or other identification number,			
c) AEL number,			
d) Fund/source/grant year,			
e) Title holder,			
f) 100 percent of federal participation. If no, then identify percentage,			
g) Acquisition date,			
h) Acquisition cost,			
i) Quantity,			
j) Equipment location,			
k) Use and condition of Equipment,			
l) Disposal date and sale price of the Equipment			
6. Did the Subrecipient conduct an inventory of Equipment purchased with Cal/OES grant funds at least once every two years?			

D. EQUIPMENT (Continued)

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
7.	Was the Equipment physically inspected to ensure:			
	a. The Equipment existed and agreed to inventory listing?			
	b. The Equipment worked and adequately trained staff are available to operate the Equipment?			
8.	Did the Subrecipient maintain Equipment in a secure location?			
9.	For property other than Equipment, i.e. supplies, did the Subrecipient have controls and accountability to safeguard and ensure that the items are used and solely for authorized purposes?			
10.	For Equipment disposal, if any:			
	a. Was the disposition consistent with federal regulations?			
	b. What is the status of the proceeds received from the disposal?			
11.	Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the Cal/OES, steps to replace the Equipment and an investigative process?			
12.	Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)?			
13.	Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:			
	a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
	b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

E. EXERCISE**Objective**

To determine that the Exercise expenditures were appropriately documented and the activities align with project's goals and objectives. If the Exercise activities involved employees, determine if the Subrecipient appropriately documented the Exercise expenditures using timecards and sign-in sheets. If the Exercise activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedure. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	Yes	No	<u>Comments</u>
1. Did the Subrecipient receive funding for Exercise expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and number?			
3. If the Exercise expenditures relate to the use of employees, did the Subrecipient appropriately document the Exercise expenditures using employee timecards, sign-in sheets, and certificates for Exercise?			
4. If the Exercise expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Exercise expenditures in their accounting records?			
6. For Projects with overtime expenditures for Exercise:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
7. For Projects with backfill expenditures for Exercise:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			

E. EXERCISE (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
8. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor?			
9. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

F. ORGANIZATION**Objective**

To determine that the Organization expenditures were appropriately documented and that the activities align with the project's goals and objectives. If the Organization activities involved employees, determine if the Subrecipient appropriately documented the Organization expenditures using employee timecards and sign-in sheets. If the Organization activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Organization expenditures? If so, continue. If no, continue to next section.			
2. If the Organization expenditures relate to the use of employees, did the Subrecipient document the expenditures using employee timecards, sign-in sheets, or with other support documentation that substantiated the expense?			
3. If the Organization expenditures relate to the use of consultants or contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
4. Did the Subrecipient accurately report the Organization expenditures in their accounting records?			
5. For Projects with overtime expenditures for Organization:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records.?			

F. ORGANIZATION (Continued)

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
6. For Projects with backfill expenditures for Organization:				
b. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?				
c. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and other payroll documentation?				
7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor?				
8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s)?				
9. Ensure that the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:				
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.				
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.				

From: [Craig Hirakawa](#)
To: [Lina Carrillo](#)
Cc: [Kasey Dizon](#)
Subject: RE: 2021 SHSP Cost-Savings - LAW
Date: Monday, May 12, 2025 7:12:45 PM
Attachments: [LAW Cost-savings 5-12-25.xlsx](#)

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Good evening Lina. Attached is the 2021 cost-savings for LAW by city and projects. Actual cost-savings amount is \$165,901. Because we are in extended time no new projects in scope are allowed. Funding must be reallocated into an existing project or a similar project in scope. If we can get a Mod request sometime this week on how LAW would like to spend the \$165,901, we can get it into the upcoming Mod request. Please let me know if you have any questions.

Thanks,

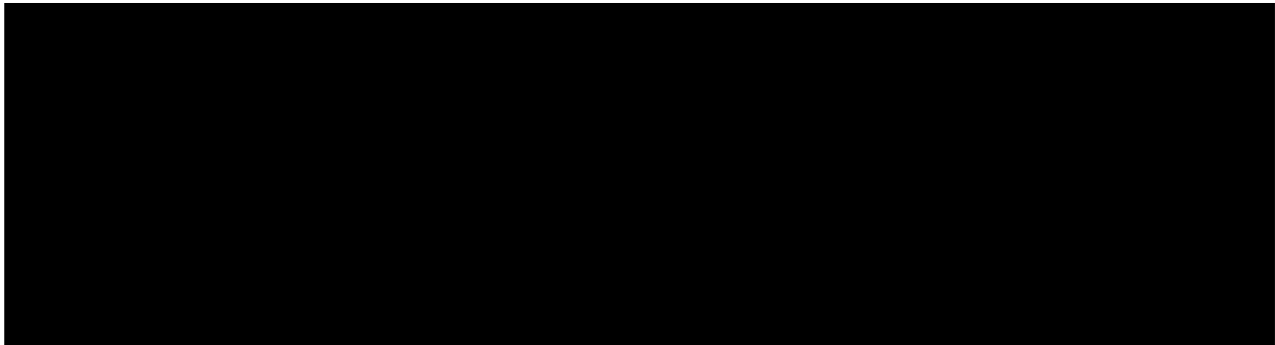
Craig

From: Lina Carrillo <Lina.Carrillo@redondo.org>
Sent: Monday, May 5, 2025 7:57 AM
To: Craig Hirakawa <chirakawa@ceo.lacounty.gov>
Cc: Kasey Dizon <KDizon@ceo.lacounty.gov>
Subject: RE: 2021 SHSP Cost-Savings - LAW

CAUTION: External Email. Proceed Responsibly.

Thank you, Craig.
Lina

From: Craig Hirakawa <chirakawa@ceo.lacounty.gov>
Sent: Friday, May 2, 2025 11:06 AM
To: Lina Carrillo <Lina.Carrillo@redondo.org>
Cc: Kasey Dizon <KDizon@ceo.lacounty.gov>
Subject: 2021 SHSP Cost-Savings - LAW





Administrative Report

H.13., File # 25-0965

Meeting Date: 7/1/2025

To: MAYOR AND CITY COUNCIL
From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2507-049, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO CREATE THE POSITION OF SOCIAL MEDIA CONTENT CREATOR AND ADOPTING THE SALARY RANGE FOR THE POSITION

EXECUTIVE SUMMARY

The City maintains an Official Book of Class Specifications for positions in the service of the City of Redondo Beach. Pursuant to Article 5, Chapter 3 of the Redondo Beach Municipal Code, class titles, class specifications, and salary ranges are periodically reviewed and updated.

As part of the FY 2025-26 Adopted Budget, the City Council approved the creation of a Social Media Content Creator position. The proposed class specification and salary range have been crafted to be in-line with similar positions in other agencies and will be part of the Management and Confidential employee group.

BACKGROUND

The position of full-time Social Media Content Creator was approved as part of the FY 2025-26 budget adoption process. The new position will fall under the direction of the Police Department while also supporting the citywide communications team and assisting other Departments with social media campaigns. Staff has prepared the job class specification to make the position commensurate with the duties, expectations, and requirements of Social Media Content Creator class specifications in other cities.

Staff recommends approval of the proposed job classification. The salary range for the Social Media Content Creator position, per the funding that was approved in the FY 2025-26 Budget, will range from \$4,736 to \$5,690 per month.

COORDINATION

The Human Resources and Police Departments coordinated the creation of the class specification for the Social Media Content Creator position based on industry standards. The City Attorney's Office reviewed the Resolution and approved it as to form.

FISCAL IMPACT

There is no fiscal impact associated with updating the Official Book of Class Specifications. Funding

for the Social Media Content Creator position was approved as part of the adopted FY 2025-26 Budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2507-049 Amending the Official Book of Class Specifications to Add the Position of Social Media Content Creator

RESOLUTION NO. CC-2507-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO CREATE THE POSITION OF SOCIAL MEDIA CONTENT CREATOR AND ADOPTING THE SALARY RANGE FOR THE POSITION

WHEREAS, pursuant to Sections 2-3.602 and 2-3.603 of Article 6, 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 and Salaries for job classifications; and,

WHEREAS, pursuant to Section 2- 3.502 of Article 5, Chapter 3, Title 2 of the Redondo Beach Municipal Code, the Mayor and City Council shall set forth from time to time the Specifications for job classifications; and

WHEREAS, the Police Department desires to create the new position of Social Media Content Creator to serve under the Police Chief and manage social media accounts for the City; and

WHEREAS, the initial salary range of Social Media Content Creator will be adopted as \$4,736 to \$5,690 per month, and

WHEREAS, the Social Media Content Creator will be assigned to the Management and Confidential Bargaining Unit; and

WHEREAS, it is necessary to amend the Official Book of Class Specifications to reflect such actions of the City Council.

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

SECTION 1. That the Official Book of Class Specifications is hereby amended, as reflected in the attached Exhibit "A" relating to creating the Class Specification for the position of Social Media Content Creator.

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 1st day of July, 2025.

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-2507-049 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 1st day of July, 2025, 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
JOB SPECIFICATION FOR SOCIAL MEDIA CONTENT CREATOR

See attached job specification.

SOCIAL MEDIA CONTENT CREATOR

DEFINITION

Under the general direction of the Police Chief, the position is accountable as a team member for performing management, administration, creation and curation of content for the City's social media platforms, to achieve results in support of the City's mission, goals, policies and objectives.

EXAMPLES OF DUTIES

This position is accountable as a manager and team member to perform support duties and services including but not limited to:

- Create, curate, and schedule engaging content, including videos, images, and captions, tailored for each platform.
- Capture behind-the-scenes, event, and real-time content by attending community driven events and other City-organized functions.
- Develop and execute social media strategies to grow the City's presence on Instagram, YouTube, Facebook, LinkedIn and other emerging platforms.
- Work with production studios and videographers to create content for thought leadership
- Monitor trends, hashtags, and viral content to keep our brand relevant and engaging.
- Manage influencer collaborations, including outreach, negotiations, and campaign execution.
- Track and analyze performance metrics, providing insights and recommendations for improvement.
- Engage with followers, respond to comments, and foster an active online community.
- Stay up to date with platform updates, social media trends, and best practices.
- Oversee internal and external communications, ensuring its message is consistent and engaging.
- Acts as the City's media representative and maintains communication with the Public Information Officer regarding Press Releases and other urgent communications.
- Manages and creates materials and services for organizational needs in the areas of marketing, communications, and public relations.
- During emergencies, coordinates response with emergency services and departmental representatives and handles media inquiries.
- Responsible for creating, implementing, and measuring the success of a comprehensive communications and public relations program that will enhance the City's image.

- Stays informed of developments in the fields of marketing, communications, and public relations.
- Stays abreast of competitive social media, influencer marketing, and content strategies + trends and make recommendations on how the brand can stay a step ahead.
- Maintains positive relationships with key stakeholders, including the media, residents, employees, executive team, elected officials, and the business community.
- Assists the Communications Officer with tasks as needed.
- Manages the efforts of the communications and public relations functions and coordinates at the strategic level with City operations.
- Assumes responsibility for ensuring the duties of the position are performed in a safe, efficient manner.
- Supports the City's mission, goals, policies and objectives; delivering outstanding internal and external customer service; solving problems and communicating effectively with the public and fellow employees
- Supports the City's values of: Openness and honesty; integrity and ethics; accountability; responsive and effective customer service; teamwork; excellence; and fiscal responsibility
- Performs other related duties as assigned

CLASSIFICATION

The position is exempt from coverage under the Fair Labor Standards Act and is a member of the Unclassified Service.

MINIMUM QUALIFICATIONS

Knowledge of:

Social media trends, analytics, and engagement strategies.

Proficiency in photo editing (Canva) and basic video editing skills.

The position requires knowledge of leadership, management practices, techniques and methods to accomplish the goals and objectives of the City by directing the right combination of people, resources, processes and time to successfully achieve results.

The position requires computer literacy with knowledge in the use of Microsoft Office; the ability to communicate using email programs; and an understanding of and adherence to City policies for information technology.

Ability to:

Create simple designs and visually appealing content.

Use excellent communication and creative writing skills.

Lead the development of ownable, best-in-class social media content and strategy that drives brand awareness, growth, engagement, and relevance.

Develop creative and innovative content ideas that align with the city's branding goals, target audience, and values.

Plan, shoot, and edit high-quality videos for TikTok and Instagram, ensuring they are visually appealing, entertaining, and shareable.

Capture behind-the-scenes, event, and real-time content by attending shoots and activations.

Align video and static content with brand messaging and campaign objectives.

Create & manage the content calendar creation process, including writing captions, creative ideation + briefing, and asset delivery. Maintain responsibility for posting to the brand social media accounts with support from direct reports.

Engage with followers / influencers and monitor conversations from the Department's voice. Engage with other brands/businesses and creators to stand out during 'viral' moments that pop up on the channels.

Strategize, execute, and report on the monthly content plans for all social media channels – Instagram, Facebook, Twitter, YouTube etc.

Work with cross-functional partners and internal stakeholders on key projects, including but not limited to: PR, Marketing, Legal, CRM, Design, Creative and more to further the team's social media objectives.

Create analytics reports on a regular and one-off cadence – depending on need. Leverage insights to inform future content and strategy shifts.

Keep your finger on the pulse of the latest emerging social trends. Propose ways the brand can show up on the platforms in a meaningful and strategic way.

Identify / anticipate social media and cultural trends for the brand to participate in or put its own spin on.

The position's expected competencies are sound decision-making skills; critical-thinking ability; problem solving and innovation skills; drive for results; analytic skills; interpersonal, customer service and diplomatic skills; ethical conduct; and proven top performance.

The position requires meeting the physical employment standards for the classification.

Education and Experience:

The position requires graduation from an accredited college with an Associate's Degree or higher. Two years of experience in content creation, content strategy, and digital marketing as evidenced by a Portfolio showcasing relevant work. Experience in social media marketing and content creation, preferably with TikTok, Instagram, YouTube, and Facebook, as well as experience in campaign management and other management tools such as SproutSocial, Hootsuite, ZenCity, or similar tools.

Job description statements describe the general nature and levels of work performed by employees and are not intended as an exhaustive list of all responsibilities, duties and skills required.



Administrative Report

H.14., File # 25-0960

Meeting Date: 7/1/2025

To: MAYOR AND CITY COUNCIL
From: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

TITLE

APPROVE AN AGREEMENT WITH BEACHLIFE FESTIVAL LLC FOR THE PROVISION OF SPECIFIED 2028 SUMMER OLYMPICS MARKETING DELIVERABLES FOR A ONE-TIME COST OF \$40,000 AND THE TERM JULY 1, 2025 TO JUNE 30, 2026

EXECUTIVE SUMMARY

In order for the City of Redondo Beach to participate in the 2028 Summer Olympics (LA28) in a meaningful way, it is essential to start marketing the City's venues, facilities and community assets as soon as practicable. With the first wave of Olympic teams evaluating potential venues in August, the City faces a compressed timeline to develop compelling, high-quality marketing materials and to establish a strong online presence.

To advance this effort, the Mayor established an Olympic Committee (which then formed a Marketing Subcommittee) where it was identified that contract marketing services would be needed to produce the critical content and materials. Accordingly, the City obtained two proposals for the required services. Of the two proposals, BeachLife Festival LLC provided the best combination of price and relevant experience.

It is recommended that the City Council approve a one-year, firm fixed-price contract with BeachLife Festival LLC (BeachLife) in an amount of \$40,000 to produce marketing materials and to develop an online presence through a dedicated website and social media platforms. BeachLife's marketing team is uniquely positioned to meet the City's accelerated timeline, with a robust library of high-quality videos and still materials already in use for their own marketing purposes. These assets, combined with BeachLife's demonstrated success in attracting sponsors and large audiences, make them a uniquely qualified partner for this initiative.

BACKGROUND

LA28 presents three key opportunities for the City of Redondo: (1) serving as an official Olympic viewing venue; (2) hosting training and administrative facilities for national teams; and (3) organizing a "Hospitality House" for a participating nation to welcome its citizens and celebrate the Olympic Games. Each of these opportunities will require the City to secure sponsorships to help offset associated costs, as LA28 will not provide direct financial support to participating cities for these initiatives. For the latter two cases, the City would also need to attract one or more national teams to select Redondo Beach as its desired location.

Several cities have already begun active marketing efforts. For example, Culver City has publicly announced it will host the Hospitality House for New Zealand. While a wave of Olympic teams was initially expected to visit Los Angeles County in July, that timeline has shifted to August, providing the City with a critical window to develop compelling marketing materials that distinguish Redondo Beach from other cities competing for similar opportunities.

The need for such marketing was affirmed during the Redondo Beach Olympic Committee's kick-off meeting held on June 11, 2025. Following that meeting, the Mayor advocated for a \$50,000 appropriation for Olympic marketing as part of the final FY 2025-26 Budget deliberations. Additionally, a marketing subcommittee met on June 18, 2025 to begin gathering community assets and resources and to strategize targeted outreach ahead of the August visits from a number of countries participating in LA28.

To procure the necessary marketing services, the City solicited two proposals, one from BeachLife Festival LLC and the other from PSM Communications Arts (PSM). BeachLife submitted a proposal for \$40,000, while PSM's proposal was for \$49,500. Given the lower cost, accelerated timeline, ability to incorporate existing proprietary videos and still assets, along with a demonstrated success in producing high-quality, effective marketing content, staff recommends approval of the contract with BeachLife.

COORDINATION

This report was prepared by the City Manager's Office in coordination with the Mayor. The Agreement has been reviewed and approved as to form by the City Attorney's Office.

FISCAL IMPACT

Funding for the Agreement is included in the FY 2025-26 Budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - BeachLife Festival LLC (Signed Agreement to be Blue Foldered)

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND BEACHLIFE FESTIVAL LLC**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and BeachLife Festival LLC, a Limited Liability 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. 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 Design Professional Services. In connection with its design professional services and to the maximum extent permitted by law, Consultant shall hold harmless and indemnify City, and its officials, officers, employees, agents, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design

professional services under this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City.

- a. Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by the foregoing paragraph, and to the maximum extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages. 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.
 - b. 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.
 - c. 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.
 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 §§ 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 1st day of July, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

BEACHLIFE FESTIVAL LLC,
a limited liability company

James A. Light, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall perform the following duties.

1. Develop marketing theme and strategy designed to attract Olympic Teams and Organizations as well as sponsors for potential Olympic Watch Party site(s), National Hospitality House, Training and/or administrative center.
2. Gather and integrate assets City has to offer into marketing products
 - a. Including assets that may be offered by others in the Community and on the Redondo Olympic Committee
3. Produce and provide the following three marketing products by July 31, 2025, with periodic updates to the three marketing products as deemed necessary by the City until the Agreement termination date of June 30, 2026:
 - a. Marketing video (Deliverable 1)
 - b. Marketing website and social media (Deliverable 2)
 - c. "Flat" marketing materials (such as pdf handouts) that can be sent out as email attachments or printed materials (Deliverable 3)
4. Ensure all marketing products dovetail together and support one another in messaging and content
5. Reuse of media and products used for BeachLife and CA Surf Club marketing to accelerate timelines and enhance quality of marketing of the three marketing products.
6. Hold interim meetings as the three marketing products are developed to ensure City approval throughout process
7. All three marketing products must be approved by City before going public
8. All three marketing products become the property of the City
9. City to provide official logos and similar materials as needed in the development of the three marketing products

EXHIBIT "B"

TERM AND TIME OF COMPLETION

Term. This Agreement shall commence on July 1, 2025 and shall continue until June 30, 2026, unless otherwise terminated as herein provided.

Initial tranche of deliverables (three marketing products) are due on July 31, 2025.

Subsequent minor updates to deliverables (three marketing products), as necessary, are due through June 30, 2026.

EXHIBIT "C"
COMPENSATION

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

1. **AMOUNT.** Total not-to-exceed amount of \$40,000.
2. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** Consultant shall be paid according to the following schedule:
 - 50% of compensation upon execution of Agreement
 - 25% of compensation after Video completion (Deliverable 1)
 - 25% of compensation after Website / PDF completion (Deliverables 2 and 3)
4. **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: BeachLife Festival LLC
250 N Harbor Drive
Redondo Beach, CA 90277
Attention: BeachLife Festival Director Sam Meyers
sam@thebeachlifefestival.com
310.944.4703

City: City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: Assistant to City Manager Jane Chung
Jane.chung@redondo.org
310.697.3237

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.

Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

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/location.

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.

Errors and Omissions liability: \$1,000,000 per occurrence.

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 are to 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 are to 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.

Errors and Omissions policy, if written on a claims made basis, shall be maintained by the Consultant for a period of one year after the completion of the project.

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 is to 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 are to 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.

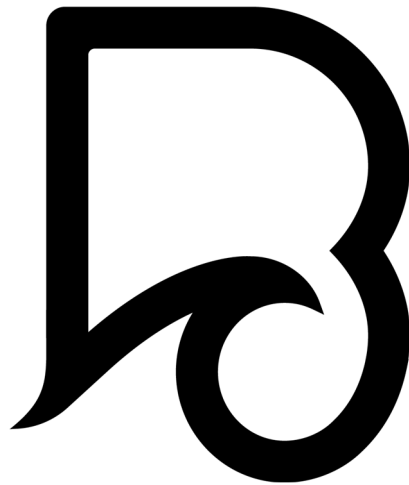
Risk Management

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”

BeachLife LLC Proposal

The BeachLife Festival LLC proposal (“Proposal”) attached hereto is hereby incorporated herein. Where the Proposal conflicts with this Agreement, which includes Exhibits A through D, the terms of the Agreement shall prevail.



Redondo Beach – Salt, Sand, and Olympic Soul

Redondo Beach Olympic Destination Marketing

Initiative BeachLife Festival Proposal

Deliverables

Marketing Video

- 1× Cinematic Promotional Video (3–5 minutes)
- 2× Short Social Cutdowns (30-second and 15-second formats)
- Optional vertical-format video (e.g., for Instagram Reels/TikTok) upon request
- All versions exported and optimized for web, social media, and presentation use

Marketing Website

- Branded microsite featuring the promotional video, Redondo Beach content, athlete/family messaging, venue integration, and contact functionality

Strategic Advantage: BeachLife Festival's In-House Production Capabilities

BeachLife Festival provides end-to-end creative and media development in-house, eliminating the need for external vendors and expediting production timelines. Our capabilities include:

- **Experienced Media Production Team** – Story-driven directors, editors, and producers
- **Creative Design Studio** – Branding, graphics, UI/UX specialists
- **FAA-Certified Drone Operator** – Capturing aerial footage of venues and beachfront properties
- **Content Archive** – Over six years of high-resolution festival, waterfront, and community footage
- **Digital Marketing Expertise** – Implementation of SEO, Pixel Tracking, Google Search Ads, and Meta campaigns

Budget

The City of Redondo Beach has allocated **\$40,000** toward the execution of this initiative. This budget covers all production, labor, licensing, design, hosting setup, and post-production services required to deliver the outlined video and website deliverables.

- No agency layers and minimal additional subcontractors are needed due to BeachLife's internal capacity
- The budget will support all five phases of the production lifecycle through final delivery by **July 31, 2025**
- Cost containment is achieved through reuse of existing footage and use of owned resources

Note: All work is performed within the approved budget ceiling, with itemized cost tracking available upon request for transparency

Olympic Athlete Access & Interview Production

BeachLife has curated and filmed compelling content with Olympic athletes including but not limited to:

- Eric Fonoimoana – Beach Volleyball
- Misty May-Treanor – Beach Volleyball
- Kerri Walsh Jennings – Beach Volleyball
- Tayyiba Haneef-Park – Indoor Volleyball
- Paul George – Basketball

We bring the storytelling capacity and trusted relationships to secure impactful athlete interviews, integrated with cinematic visuals and purposeful narration.

Production Timeline

Phase 1 – Pre-Production

June 24 – July 5, 2025

- Finalize creative direction, themes, and talent
- Select clips from the existing media archive
- Script and storyboard long and short video formats
- Website design concept and draft wireframes

Phase 2 – Content

Capture July 6 – July

14, 2025

- Record new interviews with Olympic athletes and Redondo leaders
- Film b-roll at key locations (Seaside Lagoon, Surf Club, pier, community scenes)
- Capture aerial footage and lifestyle visuals

Phase 3 – Post-Production and

Development July 15 – July 24, 2025

- Edit long-form and cutdown videos
- Complete animation, music scoring, and graphic overlays
- Build the website and optimize for mobile/desktop experience

Phase 4 – Review and

Revisions July 25 – July 28,

2025

- Submit videos and website for City review
- Gather feedback and apply revisions
- Finalize content across all platforms

Phase 5 – Final

Delivery By July

31, 2025

- Handoff all deliverables to the City of Redondo Beach
 - Provide documentation and guidelines for content use
 - Deliver media archive and site management access
-

Post-Launch Services

- Mutually agreed updates through June 2026
 - Mutually agreed social media variant support and campaign adaptation
 - Guidance on marketing metrics and reach optimization
-

Compliance and Ownership

- All deliverables are submitted for City approval prior to use
- The City of Redondo Beach retains full ownership of all final content
- Video, website, and messaging are cross-aligned per City's scope



Administrative Report

J.1., File # 25-0927

Meeting Date: 7/1/2025

TITLE

For eComments and Emails Received from the Public



Administrative Report

N.1., File # 25-0861

Meeting Date: 7/1/2025

To: MAYOR AND CITY COUNCIL
From: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

TITLE

DISCUSSION AND POSSIBLE ACTION ON INITIATION OF THE CITY'S COMMERCIAL RETAIL CANNABIS PERMIT APPLICATION PROCESS

AUTHORIZE RELEASE OF THE CITY'S REQUEST FOR COMMERCIAL RETAIL CANNABIS PERMIT APPLICATION PROCESS AND DIRECT STAFF TO PREPARE RESOLUTIONS IMPLEMENTING THE CITY'S PROCESS INTEGRITY GUIDELINES POLICY AND SETTING THE CITY'S CANNABIS APPLICATION/PROCESSING FEES

EXECUTIVE SUMMARY

On March 11, 2025, the City Council adopted the final ordinances pertaining to the City's commercial cannabis program. At the conclusion of the meeting, the Council made a referral to staff to return with an item to discuss initiating the cannabis permit application process. This item provides a brief historical overview of the City's efforts to establish a Commercial Retail Cannabis (CRC) Regulatory Program and outlines key elements of the proposed Request for Commercial Retail Cannabis Permit Application Process (RFA).

Should the City Council direct staff to proceed with the release of the RFA, staff will issue either the attached draft, or a revised version reflecting the City Council's feedback, in early August. Additionally, staff will return with an item to consider approval of Resolutions regarding the City's Process Integrity Guidelines and the fees for cannabis application processing.

BACKGROUND

In March, the City Council adopted three ordinances to codify the CRC Regulatory Program in the Redondo Beach Municipal Code (RBMC). The three ordinances are:

1. Ordinance No. 3287-25 (amend Ordinance No. 3240-22): amending Title 6, Chapter 6 to enhance the application process, refine selection criteria, update operational standards, and establish a tax rate for commercial cannabis activities;
2. Ordinance No. 3288-25 (amend Ordinance No. 3241-22): amending Title 10, Chapter 2, Section 10-2.1626 to allow commercial cannabis activities in inland zones of the City; and
3. Ordinance No. 3289-25 (amend Ordinance No. 3235-22): amending Title 10, Chapter 5, Section 10-5.1626 to allow commercial cannabis activities in coastal zones of the City.

Efforts to update the CRC Regulatory Program spanned over a year-and-a-half, beginning in

December 2023 when the City Council directed staff to engage a third-party consultant to review the final regulatory Ordinances and draft CRC permitting guidelines. Since that time, many elements of the CRC Regulatory Program and the associated amendment ordinances were discussed, including updated buffers, final selection of permittees, and evaluation criteria.

The following is a list of dates on which cannabis ordinances were scheduled for City Council discussion and review:

- December 19, 2023
- March 5, 2024
- April 23, 2024
- May 14, 2024
- September 17, 2024
- October 8, 2024
- October 15, 2024
- November 12, 2024
- December 17, 2024
- January 21, 2025
- February 11, 2025
- February 18, 2025

In January 2025, the City Council provided final direction on the amendment ordinances by directing the Planning Commission to review and for staff to schedule the introduction and first reading of the Ordinances on February 11, 2025. At the first reading, the City Council adopted a resolution to forward the coastal ordinance (Ordinance No. 3289-25) to the California Coastal Commission, and approved the following amendments:

1. Limit cannabis retail storefront operators to one per zip code
2. Prohibit any retail storefront operators on Artesia Boulevard west of Inglewood Avenue
3. Retain the 1,000-foot buffer requirements per Section (c)(6)(d)(B)
4. Define "School" in Sections (c)(6)(d)(C) and (c)(6)(d)(D)
5. Revise Section (c)(6)(d)(G) to include locations with a history of illegal cannabis-related or drug-related activity, per the City Attorney's recommendation

At the February 18, 2025, meeting, the City Council further amended the ordinances to prohibit any retail storefront operators on Artesia Boulevard west of Felton Lane, per Section (c)(6)(d)(i) of Ordinance Nos. 3288-25 and 3289-25. The City Council then reintroduced the amended ordinances for final reading and adoption on March 11, 2025.

The City of Redondo Beach has complete discretion in deciding whether to invite applications for commercial retail cannabis permits. Prospective applicants are required to comply with the provisions established in these ordinances. The following sections provide a summary of these requirements as they pertain to a prospective RFA.

1. Application Process

A permit is required before a retail cannabis site or delivery service can operate in the City,

with additional terms set by the City Council, such as public outreach, security measures, operating standards, and financial obligations. A separate conditional use permit must also be obtained from either the Planning Commission or the City Council.

The City is not obligated to approve any permit applications, and applications are accepted during specified periods. The Permit Administrator manages the intake of applications and sets rules for submissions. The applications close 60 days after the required forms and rules are made available. Applicants must meet certain criteria, including paying a non-refundable fee, providing proof of legal right to use the property, complying with zoning laws, demonstrating financial resources exceeding \$1 million in liquid assets, and securing a tax compliance bond covering one year of projected annual tax payments.

2. Selection Criteria

The application scoring criteria involve two phases: an initial review of the submitted application, followed by an interview-based assessment. An evaluation committee, appointed by the Permit Administrator, will evaluate applications based on the scoring matrix outlined in Ordinance No. 3287-25.

The table below outlines the point distribution for each section of the scoring matrix.

Criteria Section	Points
Section 1: Qualifications of the Applicant's Owner and Manager	80
Section 2: Plans, Renderings, and Overall Location	70
Section 3: Business and Operations Plan	100
Section 4: Security Plan	95
Section 5: Safety Plan	35
Section 6: Neighborhood Compatibility Plan	55
Section 7: Labor and Employment Plan	20
Total	455

The interview assessment focuses on three key areas:

1. Qualification of Owners (150 points): evaluates the owner's experience in managing legally licensed cannabis retailers, industry knowledge, and involvement in daily operations
2. Neighborhood Compatibility (200 points): examines how the business will prevent negative community impacts, enforce policies to prevent youth access, engage with the local community, and minimize environmental effects
3. Proposed Plan Site (150 points): assess details on the existing and proposed site, including location, current and planned usage, exterior improvements, ventilation systems, and impact on public safety and health.

3. Fees and Charges

Applicants must pay an application fee and a processing fee. Additional fees may apply, such as a conditional use permit, building permits, plan checks, and other necessary approvals. All

fees must be paid in full at the time of application submission. The amount of each fee is established by resolution of the City Council.

4. Location and Buffer Zones

Applicants are required to provide proof of lawful possession of the premises when applying for a permit, such as deeds, leases, or licenses. Retail cannabis activities must be confined to the approved area specified in the permit or conditional use permit. If the location is leased, the applicant is required to submit a notarized statement from the property owner and lien holders, confirming their acknowledgment and consent for cannabis business operations on the site.

The City Council also updated the commercial cannabis retail location requirements and associated buffer zones. A finalized map reflecting these updates was approved on February 6, 2025, and is attached. A detailed GIS map of the buffer zones will be included as a link in the final RFA document, allowing potential bidders to verify eligible locations. (Tentative map link: [Cannabis Retail Location Lookup <https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fredondobeachgis.maps.arcgis.com%2Fapps%2Finstant%2Flookup%2F>](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fredondobeachgis.maps.arcgis.com%2Fapps%2Finstant%2Flookup%2F)).

5. Permit Term

Commercial Retail Cannabis Permits are issued for five years. The Permit Administrator may grant up to two additional two-year extensions. Permits are subject to an annual performance review, for which the applicant is required to pay a non-refundable fee, as set by the City Council.

Application Timeline

Staff has prepared a draft RFA for the City Council's consideration. Should the City Council provide direction to proceed, staff will release either the attached draft or a revised version reflecting the City Council's feedback.

Below is a tentative timeline for the RFA:

RFA Available	August 4, 2025
Pre-Proposal Conference	August 11 - 22, 2025
Deadline for Submission of Questions	August 29, 2025
Final Addenda and Answers Issued	September 5, 2025
Proposals Due (60 days per Ordinance)	October 6, 2025
Evaluation and Interview Period	October 7 - 24, 2025
City Council Considers Agreement Approval	November 4, 2025

Process Integrity Guidelines and Fee Schedule Resolutions

If the City Council directs staff to release the RFA, staff will prepare a Process Integrity Guidelines Resolution that will govern all interactions/contact between proposers, the City, and all City-appointed and elected officials during the proposal process. Staff will also propose a fee schedule resolution to ensure full recovery of all administrative costs associated with processing applications and permits. Staff will present the Resolutions to the City Council for review and approval prior to releasing the

RFA. The timeline above accounts for these additional items.

COORDINATION

This report was prepared by the City Manager's Office.

FISCAL IMPACT

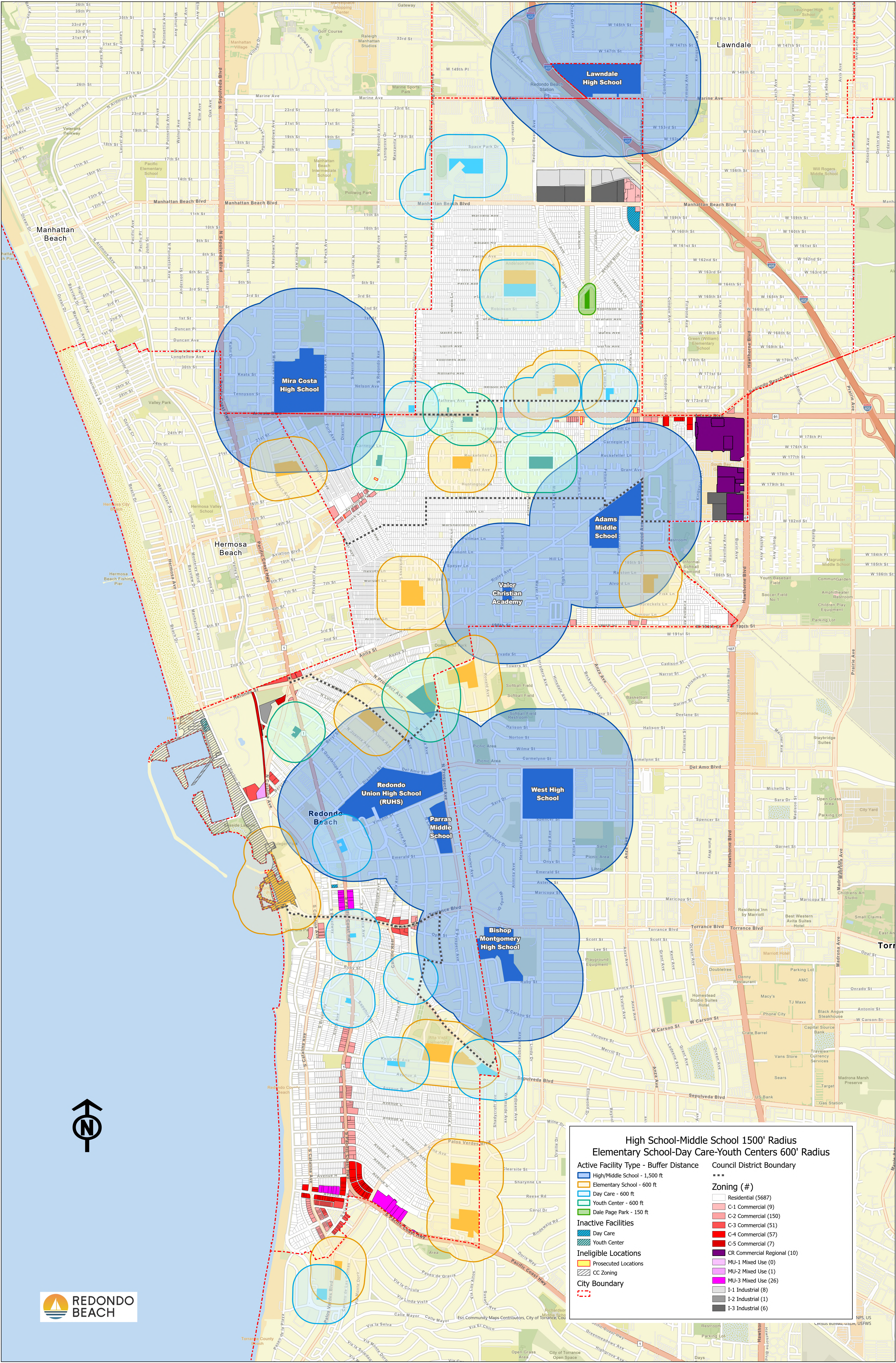
There is no fiscal impact associated with this item.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Buffer Map (as of February 6, 2025)
- Draft Request for Commercial Retail Cannabis Permit Application Process (RFA)



High School-Middle School 1500' Radius

Elementary School-Day Care-Youth Centers 600' Radius

Active Facility Type - Buffer Distance

- High/Middle School - 1,500 ft
- Elementary School - 600 ft
- Day Care - 600 ft
- Youth Center - 600 ft
- Dale Page Park - 150 ft

Inactive Facilities

 - Day Care
 - Youth Center

Ineligible Locations

 - Prosecuted Locations
 - CC Zoning

City Boundary

Council District Boundary

Zoning (#)

- Residential (5687)
- C-1 Commercial (9)
- C-2 Commercial (150)
- C-3 Commercial (51)
- C-4 Commercial (57)
- C-5 Commercial (7)
- CR Commercial Regional (10)
- MU-1 Mixed Use (0)
- MU-2 Mixed Use (1)
- MU-3 Mixed Use (26)
- I-1 Industrial (8)
- I-2 Industrial (1)
- I-3 Industrial (6)



APPLICATION PROCEDURES, GUIDELINES, AND REVIEW CRITERIA FOR A COMMERCIAL RETAIL CANNABIS PERMIT (STOREFRONT RETAIL APPLICATIONS)

These Procedures, Guidelines, and Review Criteria apply solely to Commercial Retail Cannabis Storefront Applications

APPLICABLE REGULATIONS

Information regarding the Commercial Retail Cannabis (CRC) Permit application process can be found on the City's website at [\[TBD\]](#).

To be considered for issuance of a Commercial Retail Cannabis Permit ("CRC Permit") in Redondo Beach, applications must be submitted to the City's offices located at the address listed in the Request for Applications (RFA) issued by the City by the deadline. There will be no exceptions. These Procedures, Guidelines, and Review Criteria (hereafter referred to as "Procedures") constitute the application process and are adopted pursuant to the Redondo Beach Municipal Code (RBMC) Section 6-6.03.

Applicants should monitor the City's web page for any additional information, FAQs, or updates. It is the responsibility of the Applicant to stay informed of this information.

AMENDMENTS TO THE APPLICATION

Applicants will not be allowed to make amendments to their application or to supplement their application, except as otherwise specifically permitted in these Procedures, or posted on the City's website as a clarification update, or as authorized in writing by the Permit Administrator or designee.

Upon close of the application period, the City or designee will conduct a preliminary evaluation of the applications for completeness. Applications missing any critical component or section (for example, a Zoning Verification Letter or Section 4: Security Plan) will be rejected, and the City will notify the applicant by email that they have been disqualified. The City has no obligation to review applications prior to the close of the application period or to inform an applicant that their application is incomplete prior to the close of the application period.

LIMITATIONS ON MULTIPLE SUBMISSIONS

Applicants possessing an ownership interest of any percent in a CRC permit application shall be limited to submitting only one Retailer application during this application period.

CITY'S RESERVATION OF RIGHTS

The City reserves the right to reject any and/or all applications, with or without cause or reason. The City may modify, postpone, or cancel the request for a CRC permit without liability, obligation, or commitment to any person, party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any Applicant in order to conduct a complete review of the application or an investigation into the truthfulness of the statements outlined in the application or provided at any stage of the application process.

INTEGRITY GUIDELINES

The following Integrity Guidelines (“Guidelines”) shall be operative from the start of the application period until the completion of Phase III: Selection Committee Interviews and Final Selection. Each applicant is individually and solely responsible for ensuring compliance with the Guidelines. This responsibility extends to the applicant’s employees, agents, consultants, lobbyists, affiliates, and all other parties or individuals engaged for purposes of developing or supporting the application.

1. Collusive activities among applicants are expressly forbidden and may result in immediate disqualification of any involved parties.
2. Applicants are prohibited from offering promotional outreach, hospitality, gifts, or other like activities directed toward City staff, elected or appointed officials, application reviewers, or consultants (s) hired by the City to assist with the application process (collectively referred to as “City Officials”).
3. All communication related to Phases II – III cannabis application process with City Officials must be directed to the City-designated contact, listed on page 1 of these Procedures. Any attempt to communicate with other City Officials regarding Phases II – III of the Redondo Beach cannabis application process may result in disqualification of the application.
4. Notwithstanding the restrictions on communications set forth in bullet 3 above, nothing in this policy is intended to restrict or prohibit proposers from communicating with City staff and officials during interviews in Phase III or during an open and public City Council or Commission meeting.
5. Any evidence that indicates an applicant has failed to comply with the Guidelines described in this document may result in that applicant’s disqualification. Any questions regarding the Guidelines shall be in writing and shall be transmitted by email to City City-designated contact.

APPLICATION PROCESS

This application process is adopted pursuant to RBMC Section 6-6.03. Review the information regarding the application process and which documents you will need. Before submitting your application, review your application in its entirety to ensure that it is complete and accurate. Review all information regarding the application process for a CRC permit on the City webpage (link provided on page one).

APPLICATION SUBMISSION REQUIREMENTS

Applications must respond to all requirements outlined in these Procedures. Applicants must submit all required application materials together in one complete, comprehensive application package. This can be done in person, by U.S. Mail, or by common carrier delivery service (e.g., FedEx, UPS, etc.). The complete application package must be secured in an envelope or box addressed as follows:

Permit Administrator
Attn: Cannabis Application Process
City of Redondo Beach

415 Diamond Street
Redondo Beach, CA 90277

The application package must include all of the following documents, with original signatures for each document (where applicable).

1. Commercial Cannabis Business Permit Application;
2. Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement;
3. Agreement on Limitations of City's Liability and Indemnification to City;
4. Application Fee and Background Check fee(s);
5. Property Owner Consent/Landlord Affidavit;
6. Zoning Verification Letter.

FLASH DRIVE CONTENT

In addition to the above hard copies, all Applicants must submit a USB flash drive containing one complete digital copy of the application package per the requirements as outlined in the format below. The application package, including the flash drive and application fees, must be received by the City Manager's Office at the same time.

Please note that responses to the Evaluation Criteria shall be limited to 200 pages; otherwise, points will be deducted. Responses pertaining to Background Checks, Proof of Capitalization, Zoning Verification Letter, copies of other State and local licenses, and Property Owner Consent/Landlord Affidavit will not be counted toward the 200-page limitation. Those responses should be saved in PDF files that are separate from the Evaluation Criteria (see below). Applicant responses to the Evaluation Criteria must be provided in the order identified below. Each section shall be clearly labeled, with responses provided in the appropriate section. Any response to the Evaluation Criteria that is not placed within the appropriate section will receive a deduction in points.

All materials must be submitted on a USB flash drive in a PDF format in the following files. Please submit the files in the correct format and organized correctly, or your application may be rejected.

PDF File #1	Commercial Cannabis Business Permit Application; Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement; Agreement on Limitations of City's Liability and Indemnification to City; and Property Owner Consent/Landlord Affidavit. All copied documents shall display the required signatures to be deemed complete.
PDF File #2	Evaluation Criteria (Responses to Sections 1-7 are limited to 200 pages, excluding Proof of Capitalization, which shall be included separately in PDF File #4).
PDF File #3	Background Check documentation (All required documents for each owner).
PDF File #4	Proof of Capitalization (Appropriate bank statements, loan documents, promissory notes, financial and commitment letters).
PDF File #5	Zoning Verification Letter (ZVL), which shows the correct location, unit, space, or suite number in the building being used.

PDF File #6	Copies of state <u>and</u> local cannabis business license(s) for other licensed cannabis facilities operated by the Applicant.
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CRIMINAL BACKGROUND CHECK

Each Owner, as defined in RBMC Section 10-2.1626, must undergo a criminal history background check to demonstrate they do not provide good cause for denial of a CRC permit. Causes for denial of a CRC permit include, but are not limited to, conditions identified in Section 26057 of the California Business and Professions Code. Applications with Owners who do not meet the criminal history eligibility requirements will be disqualified. The initial background check fee for each owner shall be \$[TBD]. This process will be required to meet the minimum threshold qualifications pursuant to RBMC Section [TBD].

In addition, CRC applicants selected to advance to Phase III will be asked to submit to a Live Scan and to undergo additional screening as part of the background check, as determined by the Chief of Police or designee. Before being issued a permit, the Applicant's primary contact will be notified by email with instructions on how to schedule the Live Scan appointment.

CANNABIS ZONING VERIFICATION LETTER (ZVL)

As part of a complete application packet, an Applicant must obtain a Cannabis Zoning Verification Letter from the Community Development Department. This letter is specific to the CRC and is separate and distinct from the standard zoning letter from the City. To secure this letter, an Applicant must make a written request to the Community Development Department via PlanningRedondo@redondo.org, which should specify the intended use of the building, the proposed building location, and any non-compliance of the site with buffer requirements. This request must include a report from a licensed surveyor confirming compliance with location zoning requirements in RBMC Sections 10-2.500 through 10-2.1456 and Sections 10-5.500 through 10-5.1420. The deadline to submit a request for a ZVL shall be one week prior to the close of the application period, or [TBD]. The City will not accept requests for a ZVL after this deadline.

The issuance of a ZVL does not constitute written evidence of permission given by the City or any of its officials to operate a cannabis business, nor does it establish a "permit" within the meaning of the Permit Streamlining Act, nor does it create an entitlement under the Zoning or Building Code. A regulatory permit for a CRC does not constitute a permit that runs with the land on which the cannabis business is established.

FEES

All applicants will be required to submit a fee of \$[TBD]. This amount will be charged against the time spent by City staff in reviewing applications and administering the application process. Applicants may be required to pay additional amounts, as required, for the sole purpose of the City's completion of the application review process. Payment must be made by a certified check, cashier's check, or money order made payable to the City of Redondo Beach. Please note that the City will not accept cash or credit cards, and application fees are non-refundable once the City has begun reviewing the application.

A separate fee for the Cannabis Zoning Verification Letter (ZVL) of \$[TBD] per site and a Background Check Fee of \$[TBD] per owner will also be required. For the Applicants

progressing to Phase III, there will also be a Live Scan Fee of \$[TBD] prior to obtaining the CRC permit or at a time determined by the Police Chief.

SUBMITTAL DEADLINE

Applications must be received by the [TBD] Department by 4:00 pm on [TBD]. Late applications will not be accepted. Furthermore, applications may be rejected for the following reasons:

1. It is not responsive to the CRC permit application and/or the Procedures.
2. The issuance of the CRC permit for the proposed location does not comply with State law, RBMC Title 6 (Business, Professions and Trades) and/or Title 10 (Planning and Zoning).

APPLICATION REVIEW, SCORING, AND APPROVAL PROCESS

PHASE I: DETERMINATION OF ELIGIBILITY

Applications will be reviewed for completeness and compliance with the minimum submittal requirements. The determination of eligibility will be based on the criteria outlined in these Procedures, in accordance with RBMC Section 6-6.03. These Procedures may be amended in writing for clarification of application submittal questions, which will be posted in the FAQ section of the aforementioned webpage and shall go into full effect immediately upon being posted on the website.

PHASE II: APPLICATION EVALUATION CRITERIA (455 points)

An application evaluation committee ("Committee") composed of at a minimum three (3) individuals with demonstrated experience in city government shall be appointed by the Permit Administrator to review and score any complete applications pursuant to the following objective review criteria, according to the following quantitative evaluation scale that holds a total criteria value of 455 points. Each application will be independently scored by the evaluation committee members.

Section 1: Qualifications of the Applicant's Owners and Manager

80 Points Total

Evaluation Criteria

Criteria #	Criteria	Max. Points	Scoring Method
1	Applicant must demonstrate cannabis retailer operations and ownership in California, with taxable gross sales of \$3,000,000/year generated by at least one retail storefront location. If applicant has no experience in California, this information may be provided for operations outside of California, but must also then include a memo identifying regulatory differences between the two states.	10	0: No evidence provided of cannabis retailer operations with taxable gross sales of at least \$3,000,000/year. No memo provided for out of state operators.
			10: Evidence of cannabis retailer operations with taxable gross sales of at least \$3,000,000/year. Memo provided for out of state operators.
2	Applicant must provide a record of compliance with local, state, and federal regulations, including any disciplinary actions or violations. For any violations or disciplinary actions describe the corrective actions and evidence of their effectiveness. Demonstrate how applicant will avoid these issues in this application. (This does not require compliance with the Federal Controlled Substances Act Schedule 1.)	20	0: No compliance record provided or insufficient information to assess compliance.
			1-4: Compliance record provided, but contains significant issues such as repeated or severe violations. The response lacks clarity on corrective actions taken.
			5-8: Compliance record provided, but includes several minor violations or past disciplinary actions, with some explanation of corrective measures. The response suggests improvement but does not fully reassure regulatory adherence. Lack of clarity on how applicant would prevent reoccurrence in a Redondo location.
			9-12: Compliance record with isolated minor violations, all of which have been resolved appropriately. The response demonstrates a willingness to correct issues and improve practices. Application clearly demonstrates safeguards from reoccurrence in Redondo location.
			13-16: Strong compliance record with very few minor infractions, all of which have been swiftly and appropriately addressed. The response demonstrates a strong commitment to adhering to regulations. Application clearly demonstrates safeguards from infractions occurring in Redondo location.
			17-20: Exemplary compliance record with no violations or disciplinary actions. The response provides a thorough and transparent history, demonstrating a consistent and proactive approach to regulatory adherence. Application clearly

			demonstrates controls to ensure exemplary performance in Redondo location.
3	Applicant must provide a detailed description of owners' and managers' qualifications, including experience in cannabis operations or relevant professional fields.	20	0: No qualifications provided.
			1-4: Minimal experience or qualifications in related fields, lacking detail and depth. The response does not demonstrate an understanding of the cannabis industry or relevant operations.
			5-8: Some relevant experience noted, but the response lacks specific examples or clarity regarding roles and achievements. The qualifications do not provide a clear picture of capability in managing cannabis operations.
			9-12: Adequate qualifications provided, covering most relevant areas. The response includes some specifics about experience but may lack depth in certain critical areas, making it difficult to fully assess readiness for managing operations.
			13-16: Strong qualifications presented, showcasing significant experience in cannabis or related fields. Only minor details may be missing, but overall, the response effectively conveys capability and preparedness for leadership roles.
			17-20: Exceptional qualifications demonstrating extensive relevant experience in cannabis operations or related professional fields. The response is comprehensive, providing in-depth insights into past roles, achievements, and how these experiences will contribute to operational success.
4	Applicant must provide a description of their local experience and community involvement, highlighting their connections to the South Bay community and any prior civic engagement in other communities within which they operate a cannabis retail business. This shall include evidence of how the applicant has fulfilled the commitments outlined in Community Benefit Plans submitted to other cities.	20	0: No information provided regarding local experience or community involvement within the South Bay. Insufficient evidence of compliance with Community Benefit Plans in other operating locations. Evidence supplied demonstrates lack of compliance with Community Benefits Plans in other operation locations. Independently obtained information by City of Redondo on Community Benefit Plan compliance in other operating locations demonstrates lack of compliance.
			1-4: Minimal ties to the South Bay community; lacks evidence of fulfilling commitments made in other cities. The response does not convey a genuine connection or contribution to the local area. Evidence of compliance with Community Benefits Plans in other operating locations is unverifiable.
			5-8: Some South Bay community engagement noted, but the response lacks specific examples or evidence of fulfilling prior commitments. The qualifications presented do not adequately demonstrate the applicant's dedication to community involvement.
			9-12: Moderate South Bay community involvement demonstrated, with some evidence of fulfillment of commitments made in other cities. The response covers relevant experiences but lacks detail in terms of specific contributions or impacts on the community.

5	Applicant shall provide the total taxable gross sales and net profit for their first three years of operation at their highest revenue location.	10	13-16: Strong South Bay community ties established, with clear evidence of fulfilling all commitments from previous Community Benefit Plans. The response provides substantial insights into community engagement and demonstrates a proactive approach to local involvement.
			17-20: Comprehensive description of South Bay community involvement, showcasing extensive connections and significant contributions to the local community. The response provides detailed examples of civic engagement and a proven track record of fulfilling commitments from previous Community Benefit Plans.
			0: Gross revenue and gross profit not supplied in sufficient detail to analyze. Operating losses for first three years and/or in Year 3.
			2: Submission is detailed enough to analyze. Show net positive profit in Year 2.
			4: Submission demonstrates net operating profit in Year 1.
			6: Submission is a balance sheet from an independent auditor demonstrating net profits in years 1, 2 and 3.
			8: Submission is a balance sheet from an independent auditor demonstrating net profits in years 1, 2 and 3 with average profit between 3% and 5%.
			10: Submission is a balance sheet from an independent auditor demonstrating net profits in years 1, 2 and 3 with average profit greater than 5%.

Section 2: Plans, Renderings, and Overall Location

70 Points Total

Evaluation Criteria

Criteria #	Criteria	Max. Points	Scoring Method
1	Applicant must provide a premises diagram in accordance with Title 4, Division 19, Chapter 1, Article 2, Section 15006 of the California Code of Regulations.	10	0: No premises diagram submitted.
			10: Diagram provided in compliance with regulations.
2	Applicant must provide a detailed site development plan that includes exterior photographs of existing structures, existing parking areas, landscaping, trash enclosures, signage, and	10	0: No site development plan provided.
			1-2: Basic site information provided, but the plan lacks detail and clarity. Photos may be minimal or poorly presented, and key features such as landscaping or adjacent properties may not be fully considered.
			3-4: General overview provided, but missing several key photographs and contextual details, leading to gaps in

<p>adjacent properties for context.</p>	<p>understanding how the site fits within its surroundings.</p> <p>5-6: Adequate information provided, covering most elements. However, some details such as comprehensive landscaping or parking solutions are missing or unclear, and the quality of the photos or visual presentation may be subpar.</p> <p>7-8: Detailed site development plan provided, with clear photos and well-documented elements. Minor clarifications may be needed in areas such as trash enclosures or adjacent property context. Overall quality is strong, but a few areas could be improved for thoroughness.</p> <p>9-10: Comprehensive and high-quality site development plan that is visually well-presented. All elements, including clear and context-rich photographs, parking areas, landscaping, and adjacent properties, are articulated thoroughly. The plan shows a deep understanding of site integration, spatial planning, and overall project vision. The plans must fully comply with the requirements contained in Section 10-2.2500(c) of the Redondo Beach Municipal Code.</p>
<p>3</p> <p>Applicant must provide a well-designed floor plan that maximizes the usability of the space and incorporates creative, efficient layouts.</p> <p>10</p>	<p>0: No floor plan provided.</p> <p>1-2: Basic layout provided, but it lacks functionality, is unclear, or does not make effective use of the space. There may be significant inefficiencies in flow or design.</p> <p>3-4: General layout provided, but it is inefficient, with poor use of available space. Key areas are not optimized, and the plan lacks creative solutions for maximizing usability.</p> <p>5-6: Adequate layout with most key features included, but minor details are missing or certain areas feel underutilized. The design is functional but lacks innovative or creative elements.</p> <p>7-8: Well-designed floor plan that effectively meets usability requirements, showing strong consideration of space and flow. Minor improvements in efficiency or creative design elements may be possible, but the overall layout is effective.</p> <p>9-10: Exceptional floor plan that maximizes the usability of every area, incorporating creativity and efficiency. The design reflects innovative use of space, promotes smooth operational flow, and enhances both functionality and aesthetics. No significant improvements are needed. The plans must fully comply with the requirements contained in Section 10-2.2500(c) of the Redondo Beach Municipal Code.</p>
<p>4</p> <p>Applicant must provide quality building elevations that demonstrate aesthetic improvements, including high-quality materials and finishes</p> <p>10</p>	<p>0: No elevations provided.</p> <p>1-2: Basic elevations provided with little detail. The proposed improvements lack clarity, depth, and attention to the quality of materials or finishes.</p> <p>3-4: General overview of proposed improvements provided, but</p>

<p>both inside and outside the building.</p>	<p>missing several key elements such as detailed materials, finishes, or architectural enhancements. The design lacks aesthetic depth and visual appeal.</p> <p>5-6: Adequate elevations with most features covered. The design demonstrates some attention to materials and finishes, though there are gaps in detail or quality. The aesthetic appeal is present but lacks sophistication.</p> <p>7-8: Detailed elevations provided with clear attention to materials, finishes, and overall design. Some minor clarifications may be needed, but the plan presents a strong visual and functional improvement. The aesthetic choices enhance the building significantly.</p> <p>9-10: Comprehensive elevations showcasing all proposed improvements, with a focus on high-quality materials and finishes. The design reflects a well-considered aesthetic vision and demonstrates a clear commitment to architectural excellence both inside and outside the building. The improvements are visually striking and well-integrated. The plans must fully comply with the requirements contained in Section 10-2.2500(c) of the Redondo Beach Municipal Code.</p>
<p>5</p> <p>Applicant must provide a conceptual landscape plan, including the percentage of landscaping in the parking lot, setback areas, and details on tree size and species.</p> <p>10</p>	<p>0: Conceptual landscape plan not provided.</p> <p>1-2: Plan provided with necessary details. Does not comply with City landscaping requirements</p> <p>3-5: Plan provided with necessary details. Fully complies with City landscaping requirements.</p> <p>6-8: Plan provided with necessary details. Fully complies with City landscaping requirements. Landscaping avoids creating security issues.</p> <p>9-10: Plan provided with necessary details. Fully complies with City landscaping requirements. Landscaping avoids creating security issues. Landscaping significantly contributes to overall attractiveness of premises. The plans must fully comply with the requirements contained in Section 10-2.2500(c) of the Redondo Beach Municipal Code. If landscape plan is unfeasible due to property limitations, applicant will automatically receive a score of 10.</p>
<p>6</p> <p>Applicant must provide colored interior and exterior renderings, including existing and/or proposed improvements.</p> <p>10</p>	<p>0: Renderings not provided.</p> <p>1-2: Basic renderings provided with little detail. The proposed improvements lack clarity, depth, and attention to the quality of materials or finishes.</p> <p>3-4: General renderings provided, but missing several key elements such as detailed materials, finishes, or architectural enhancements. The design lacks aesthetic depth and visual appeal.</p>

	<p>5-6: Adequate renderings with most features covered. The design demonstrates some attention to materials and finishes, though there are gaps in detail or quality. The aesthetic appeal is present but lacks sophistication.</p> <p>7-8: Detailed renderings provided with clear attention to materials, finishes, and overall design. Some minor clarifications may be needed, but the plan presents a strong visual and functional improvement. The aesthetic choices enhance the building significantly.</p> <p>9-10: Comprehensive renderings showcasing all proposed improvements, with a focus on high-quality materials and finishes. The design reflects a well-considered aesthetic vision and demonstrates a clear commitment to architectural excellence. The improvements are visually striking and well-integrated. The plans must fully comply with the requirements contained in Section 10-2.2500(c) of the Redondo Beach Municipal Code.</p>
<p>7</p> <p>Applicant must provide a traffic/transportation analysis that addresses ingress, egress, and delivery of products to the store. Applicant must provide a detailed description of transportation, loading and unloading, and delivery procedures. This should include plans to ensure that delivery operations do not disrupt traffic flow, align with the neighborhood compatibility plan, and do not obstruct fire lanes.</p>	<p>10</p> <p>0: Traffic/transportation analysis not provided. No transportation procedures provided.</p> <p>1-2: Traffic analysis lacks sufficient information to assess traffic impacts, capacity, safety, and delivery. Basic transportation information provided, lacking detail on logistics and compliance with local regulations.</p> <p>3-4: Traffic analysis fails to accommodate/address capacity, mitigate safety and traffic impacts, and/or delivery impacts on traffic and surrounding properties. General overview provided but missing key procedures related to delivery scheduling and route planning to minimize disruption.</p> <p>5-6: Traffic analysis is complete and demonstrates attempts to address capacity, traffic flow, safety, traffic impacts due to volume and vehicular ingress/egress, and details delivery to minimize traffic and noise impacts on surrounding properties. Adequate procedures with most key elements covered; however, minor details missing on potential disruptions and mitigation strategies.</p> <p>7-8: Traffic analysis is complete, accommodates volume, includes safe vehicular ingress and egress, includes a solid delivery solution that minimizes traffic and noise impacts on surrounding properties, and mitigates traffic impacts to the extent practical for the site as determined by assigned Public Works evaluators. Detailed procedures provided but minor clarification needed on compliance with neighborhood compatibility and fire lane regulations.</p>

	<p>9-10: Traffic analysis is complete, accommodates peak volume, includes safe vehicular ingress and egress, includes a solid delivery solution that minimizes traffic and noise impacts on surrounding properties, and mitigates all traffic impacts. Comprehensive transportation procedures with all elements clearly articulated; ensures minimal disruption to traffic flow and alignment with community standards, showing foresight in operational planning. The plans must fully comply with the requirements contained in Section 10-2.2500(c) of the Redondo Beach Municipal Code.</p>
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Section 3: Business and Operations Plan			
100 Points Total			
Evaluation Criteria			
Criteria #	Criteria	Max. Points	Scoring Method
1	Applicant must provide CPA-verified financial statements demonstrating at least three (3) years of existing business operation.	10	0: No CPA-verified financial statements provided.
			10: CPA-verified financial statements provided.
2	Applicant must provide a description of the type of products to be sold and the estimated quantity and value of product(s) to be sold.	5	0: No product description provided.
			5: Product description provided.
3	Applicant must provide financial projections, including costs of products and operations, other business expenses, expected profits and projected city revenues based on the description of type and quantity of products to be sold.	10	0: Information not provided.
			10: Information provided.
4	Applicant must provide a written description of the total square footage of the facility with estimated square footage of proposed uses.	5	0: No description provided.
			1: Basic information provided but lacks detail about total square footage and specific proposed uses, making it difficult to gauge feasibility.
			2: General description with limited estimates and some proposed uses mentioned but insufficient for understanding overall functionality.
			3: Adequate description with most estimates provided; some detail on proposed uses but lacks clarity on space utilization for operations.

			<p>4: Detailed description with all estimates provided; clearly articulates proposed uses and demonstrates understanding of spatial needs, though may require minor clarifications.</p> <p>5: Comprehensive description with all details and estimates clearly articulated; demonstrates a thorough understanding of how each area contributes to overall operations and efficiency, including potential future needs.</p>
5	Applicant must provide a budget for construction, operation, maintenance, compensation of employees, equipment costs, utility costs, and other operating costs.	10	<p>0: No budget provided.</p> <p>1-2: Budget provided but lacks detail; essential categories missing and unclear assumptions limit viability assessment.</p> <p>3-4: Basic budget outline present but several key categories are absent; vague assumptions affect overall reliability.</p> <p>5-6: Adequate budget that covers most categories; minor details missing; demonstrates awareness of costs but lacks thorough justification for estimates.</p> <p>7-8: Detailed budget covering all major categories; shows solid understanding of financial requirements but may need minor clarifications.</p> <p>9-10: Comprehensive budget with detailed costs for all operational aspects; provides clear justifications for each cost and showcases robust financial planning and understanding of sustainable business operations.</p>
6	Applicant must provide a description of the source(s) of capital and use(s) of capital.	5	<p>0: No description provided.</p> <p>1: Basic information on sources provided but lacks detail on uses, making it hard to evaluate feasibility.</p> <p>2: General description provided but missing key details on sources or uses; lack of clarity undermines confidence in financial planning.</p> <p>3: Adequate description with most sources and uses covered; some details missing; demonstrates understanding of capital flow but may require additional justification.</p> <p>4: Detailed description with clear sources and uses articulated; shows good understanding but minor clarification needed.</p> <p>5: Comprehensive description detailing both sources and uses of capital; demonstrates sound financial planning and clarity on fund allocation and strategic alignment with business objectives; provides evidence of commitment from funding sources.</p>
7	Applicant must provide a description of inventory control procedures, including identification of point-of-sale systems and track and trace software.	5	<p>0: No inventory control procedures provided.</p> <p>1: Basic procedures provided but lacking critical details on systems, processes, and how they will be implemented, making it difficult to assess the effectiveness of inventory control.</p> <p>2: General overview provided, but significant elements are missing (e.g. point-of-sale systems). Limited description of</p>

			inventory management practices or compliance procedures is provided, affecting overall understanding.
			3: Adequate procedures with most key elements covered, including some identification of systems. However, there are missing details, such as how inventory is received, stored, or audited, and lack of clarity on loss prevention measures or compliance with regulations.
			4: Detailed procedures provided, including most required elements such as the type of POS and track and trace systems. However, minor clarifications are needed regarding integration, user training, or specific practices for inventory management and compliance.
			5: Comprehensive inventory control procedures with all systems and software clearly identified. The description includes specific types of point-of-sale and track and trace software, how they integrate, training provided for users, and thorough inventory management practices. Details on receiving procedures, storage methods, inventory audits, loss prevention measures, compliance with regulations, documentation processes, and feedback mechanisms are all articulated.
			7-8: Detailed description of prior experience with strong evidence of success using inventory control systems, including compliance with regulations and minimizing losses. Minor clarifications needed regarding the extent of the applicant's direct involvement.
			9-10: Comprehensive and detailed description of significant prior experience with inventory control systems. Demonstrates a proven track record of effectively managing inventory, maintaining compliance with regulations, preventing losses, and achieving strong audit results. Clear evidence of consistent and impactful outcomes is provided.
8	Applicant must provide a description of previous experience and effectiveness in using inventory control procedures, including the identification of point-of-sale systems, track and trace software, and other relevant systems. The description should demonstrate successful past outcomes, compliance with regulations, and loss prevention measures.	10	0: No prior experience with inventory control procedures is provided.
			1-2: Minimal prior experience with inventory control, lacking a clear description of the applicant's role and effectiveness in using relevant systems.
			3-4: General overview provided, but significant elements are missing (e.g. point-of-sale systems). Limited description of inventory management practices or compliance procedures is provided, affecting overall understanding.
			5-6: General overview of prior experience, but key details on systems used and outcomes, such as compliance and loss prevention, are missing or unclear.
			7-8: Detailed description of prior experience with strong evidence of success using inventory control systems, including compliance with regulations and minimizing losses.

		Minor clarifications needed regarding the extent of the applicant's direct involvement.
		9-10: Comprehensive and detailed description of significant prior experience with inventory control systems. Demonstrates a proven track record of effectively managing inventory, maintaining compliance with regulations, preventing losses, and achieving strong audit results. Clear evidence of consistent and impactful outcomes is provided.
9	Applicant must provide a description of marketing procedures and tactics, with a focus on ensuring responsible marketing that avoids targeting minors. The description should demonstrate clear strategies for compliance with regulations and responsible audience engagement.	5 0: No marketing procedures provided. 1: Basic marketing information provided, but lacks detail on target audience, channels, and clear tactics. No indication of how minors will be excluded from marketing efforts. 2: General overview provided but missing key tactics for engagement and outreach effectiveness, including insufficient consideration of measures to avoid marketing to minors. 3: Adequate procedures with most key elements covered; however, minor details missing regarding implementation, measurement, and adaptability of strategies. Some details missing regarding how marketing avoids minors or lacks clarity on implementation. 4: Detailed marketing procedures provided, including responsible audience targeting and a clear commitment to avoiding marketing to minors. Some slight clarifications needed on the effectiveness of certain strategies or channels. 5: Comprehensive marketing procedures with all elements clearly articulated. Demonstrates a strategic and responsible approach to outreach, clearly outlining measures to prevent marketing to minors, alongside strong engagement, compliance with regulations, and plans for assessment and adjustment.
10	Applicant must provide a description of the City tax payment management plan/procedures, ensuring no cash is managed by the City.	10 0: No tax payment management plan provided. 1-2: Basic information provided, lacking detail on processes, accountability, and tracking mechanisms. 3-4: General overview provided but missing key procedures for compliance and clarity on financial management. 5-6: Adequate plan with most elements covered; minor details missing on reporting, payment and transparency measures. 7-8: Detailed plan provided but minor clarification needed on implementation and compliance monitoring. 9-10: Comprehensive tax payment management plan with all details clearly articulated; ensures compliance with City regulations and demonstrates transparency and accountability in financial management.
11	Applicant must demonstrate a plan for maintaining ongoing compliance with all applicable	5 0: No compliance plan provided. 1: Basic compliance information provided, lacking detail on processes, monitoring, and accountability.

<p>cannabis laws, including licensing requirements and reporting obligations.</p>	<p>2: General overview provided but missing specific compliance elements, timelines, and reporting obligations.</p> <p>3: Adequate plan with most elements covered; however, minor details missing on updates, audits, and compliance checks.</p> <p>4: Detailed plan provided but minor clarification needed on implementation strategies and compliance monitoring.</p> <p>5: Comprehensive compliance plan with all details clearly articulated; ensures adherence to all applicable laws and regulations, demonstrating a proactive approach to compliance and risk management.</p>
<p>12</p> <p>Applicant must provide a schedule for beginning operations, including a timeline for construction completion.</p>	<p>5</p> <p>0: No schedule provided.</p> <p>1: Schedule lacks sufficient detail to evaluate or is clearly unrealistic based on other submittals; or is unreasonably long time to occupancy and operations based on other submittals.</p> <p>3: Schedule has some detail but not in all areas. Creates question as to whether the schedule is realistic and reasonable based on other submittals.</p> <p>5: Schedule is detailed, realistic, and demonstrates occupancy and operations in a reasonable period of time based on amount of work to be done.</p>
<p>13</p> <p>Applicant must provide a description of hours of operation, opening procedures and closing procedures.</p>	<p>5</p> <p>0: No description of hours and procedures provided.</p> <p>1: Hours of operation provided, opening and/or closing procedures too vague to evaluate.</p> <p>2: Hours of operation not respectful of adjacent properties, and/or opening and/or closing procedures pose security or operational risks.</p> <p>3: Hours of operation respectful of adjacent uses; opening and/or closing procedures lack detail or include fixable exposure to security and operational risks.</p> <p>5: Hours of operation respectful of adjacent uses; and opening and closing procedures address and demonstrate clear understanding of security and operational risks.</p>
<p>14</p> <p>Applicant must provide a description of cash handling procedures.</p>	<p>5</p> <p>0: No cash handling procedures provided.</p> <p>1: Basic information provided but in insufficient detail to fully evaluate.</p> <p>2: Sufficient information provided for evaluation however procedures do not instill confidence that cash is properly recorded, any discrepancies are always detected and traceable or that cash is handled securely.</p> <p>3: Procedures are in adequate detail and generally instill confidence that cash will be properly reported, that discrepancies are detected, and that cash is handled securely. Any procedural gaps are minor and easily fixable.</p> <p>5: Detailed procedures provided and procedures instill confidence that cash will be properly reported, discrepancies</p>

		are always detected and traceable, and that cash will be handled securely.
15	Applicant must provide a description of day-to-day operations that acknowledges both state and local laws and is consistent with industry best practices.	5
		0: No description of operations provided.
		1: Basic information provided but lacks detail to assess compliance with state and local laws and/or that the operations are consistent with industry back practices.
		3: Operations description generally demonstrates compliance with state and local laws and with industry best practices. Any gaps are fixable.
		5: Operations description is in sufficient detail that clearly demonstrates compliance with state and local laws and that the operations are consistent with industry best practices.

Section 4: Security Plan			
95 Points Total			
Evaluation Criteria			
Criteria #	Criteria	Max. Points	Scoring Method
1	Applicant must provide a Security Plan prepared by a professional security consultant.	5	0: Applicant did not provide a Security Plan or Security Plan was not prepared by a professional security consultant.
			5: Applicant provided a Security Plan prepared by a professional security consultant.
2	Applicant must provide a description of the Panic Button installation, showing where the panic buttons are located in the facility.	5	0: Security plan did not provide a description of the panic button installation; locations are inadequate for security.
			5: Security plan provided a description of the panic button installation; locations are adequate for security purposes.
3	Applicant must provide evidence of Sensor installation to detect entry and exit from all secure areas of the premises.	5	0: Security plan did not provide evidence of sensor installation or locations are insufficient to detect entry and exit from all secure areas.
			5: Security plan provided evidence of sensor installation, locations sufficient to detect entry and exit from all secure areas.
4	Applicant must describe how the business remains secure during a Power Outage, ensuring access doors are not solely controlled by electronic access panels.	5	0: Security Plan did not describe how the business remains secure during a power outage.
			5: Security Plan described how the business remains secure during a power outage.
5	Applicant must provide a commitment letter from a licensed insurance broker, which must include specific coverage details and effective date. At a minimum, the	5	0: Commitment letter not provided.
			5: Commitment letter provided.

	licensed insurance broker must commit to General Liability Coverage with a minimum coverage of \$2,000,000 and Workers' Compensation Insurance with a minimum coverage of \$1,000,000.		
6	Applicant must provide a description of the Security Camera System, including camera placement and 24/7 monitoring capabilities.	5	<p>0: Security Plan did not provide a description of the security camera system or system does not meet requirements.</p> <p>5: Security Plan provided a description of a security camera system that meets requirements.</p>
7	Applicant must describe the Battery Backup system for surveillance equipment, ensuring a minimum of four hours of backup recording in the event of a power outage.	5	<p>0: Security Plan did not describe the battery backup system, or back up system insufficient.</p> <p>5: Security Plan described a battery backup system that meets requirements.</p>
8	Applicant must provide proof that the Surveillance System has a failure notification system that alerts the permittee and Police Department of any system interruptions.	5	<p>0: Security Plan did not provide proof of a surveillance system failure notification system.</p> <p>5: Security Plan provided proof of a surveillance system failure notification system.</p>
9	Applicant must describe the procedure for storing and retaining Surveillance Recordings for a minimum of 90 days, in a format that ensures no alteration of the recorded image.	5	<p>0: Security Plan did not describe an adequate procedure for storing and retaining surveillance recordings.</p> <p>5: Security Plan described an adequate procedure for storing and retaining surveillance recordings.</p>
10	Applicant must provide a description of the Alarm System, including monitoring company and schematic of security zones.	5	<p>0: Security Plan did not provide a description of an adequate alarm system.</p> <p>5: Security Plan provided a description of an adequate alarm system.</p>
11	Applicant must demonstrate that at least one licensed Security Guard is present at all times the premises is open to the public or employees.	5	<p>0: Security Plan did not provide proof of coverage by a licensed security guard.</p> <p>5: Security Plan provided proof of coverage by a licensed security guard.</p>
12	Applicant must describe the record-keeping process for maintaining records related to surveillance, alarm systems,	5	<p>0: Security Plan did not describe an adequate record-keeping process for maintaining security-related records.</p> <p>5: Security Plan described an adequate record-keeping process for maintaining security-related records.</p>

	and track-and-trace systems for inspection by law enforcement.		<p>4: Solid experience with high-risk industries, and methodologies that show thoughtful planning for cannabis retail operations, though lacking in some innovative features or specific best practices.</p> <p>5: Extensive experience in cannabis or other high-risk industries. Methodology is detailed, innovative, and incorporates best practices from similar operations. Demonstrates a proactive approach to challenges unique to cannabis retail (e.g., theft, compliance).</p>
13	Applicant must provide a detailed description of the consultant's or architect's qualifications and the methodologies used in preparing the Security Plan.	5	<p>0: No information provided.</p> <p>1: Information provided, but lacks detail or clear connection to cannabis industry standards. Consultant appears inexperienced, with no mention of prior relevant projects.</p> <p>2: Basic qualifications and methodology provided, but lacks depth or evidence of having worked in high-risk industries. The plan uses generic approaches to security that could apply to any business.</p> <p>3: Qualifications and methodology are clear, with some experience relevant to high-risk industries. However, the plan lacks tailored features that specifically address the unique needs of cannabis retailers.</p> <p>4: Solid experience with high-risk industries, and methodologies that show thoughtful planning for cannabis retail operations, though lacking in some innovative features or specific best practices.</p> <p>5: Extensive experience in cannabis or other high-risk industries. Methodology is detailed, innovative, and incorporates best practices from similar operations. Demonstrates a proactive approach to challenges unique to cannabis retail (e.g., theft, compliance).</p>
14	Security Plan must provide a description of the Security System Design, demonstrating how the system prevents unauthorized individuals, including minors, from entering and remaining on the premises and establishes limited access areas for authorized personnel only.	5	<p>0: No information provided.</p> <p>1: The description lacks reasoning, or no specific measures are provided for preventing unauthorized access. Controls appear generic or minimal.</p> <p>2: Basic system described with limited access areas, but the design lacks layers of protection or advanced features, there is little or no mention of measures to prevent minors from entering premises.</p> <p>3: A functional system is described, with appropriate access controls and limited access areas, though there are gaps in covering all potential vulnerabilities.</p> <p>4: Strong system with multi-layer controls, clear access zones for personnel, and a reasonable approach to securing high-risk areas (e.g., vaults or product areas). Some consideration given to employee movement and customer flow.</p> <p>5: Comprehensive system with automated controls, multi-</p>

			layered protection, and proactive measures to address potential vulnerabilities, including comprehensive measures to ensure minors are unable to enter the premises. The system integrates employee monitoring, customer access, and emergency protocols seamlessly.
15	Security Plan must provide a description of the Surveillance System, including camera coverage, operational hours, and how the system meets 24/7 monitoring requirements. High-definition (HD) is defined as a minimum resolution of 720p or higher, with clear image quality in varying lighting conditions.	5	<p>0: No information provided.</p> <p>1: Limited detail on the surveillance system, unclear coverage, or insufficient monitoring hours (less than 24/7). No mention of fps or low frame rate below 24 fps.</p> <p>2: Basic camera coverage with gaps, standard HD quality (720p), but frame rate is below 24 fps. Limited effectiveness in capturing clear footage in all conditions.</p> <p>3: Functional system with HD coverage (720p) at 24 fps in most areas, but there are blind spots or frame rate limitations in high-risk zones.</p> <p>4: Extensive HD coverage (1080p) with 24 fps or higher, minimal gaps, providing clear image quality in all monitored areas.</p> <p>5: Advanced system with full HD coverage (1080p or higher), at least 24 fps or higher with no blind spots. Ultra-HD (4K) available in key areas, with smart features like motion tracking, remote monitoring, and optimized performance in low-light conditions.</p>
16	Applicant must provide details on Surveillance Footage Compatibility, including how the footage is accessible to law enforcement and compatible with City systems.	5	<p>0: No information provided.</p> <p>1: The system is incompatible or requires extensive manual effort to extract footage for law enforcement use.</p> <p>2: Limited compatibility, requiring manual extraction and some workarounds to provide footage to law enforcement.</p> <p>3: Mostly compatible, but requires effort in sharing or integrating with City systems, including manual file transfers or significant delay in sharing.</p> <p>4: Fully compatible with City systems, with streamlined sharing processes for law enforcement that allow easy access to footage as needed.</p> <p>5: Real-time remote access for law enforcement, offering seamless integration with City systems and advanced features like automated alerts for incidents. The system is designed to be both easy to use and highly responsive to law enforcement needs.</p>
17	Applicant must describe the Surveillance Equipment Maintenance Plan, including records of maintenance activity, service logs, and procedures for ensuring the	5	<p>0: No information provided.</p> <p>1: Little to no information provided about the maintenance plan, with vague references to system upkeep.</p> <p>2: Basic description of a maintenance plan, but no evidence of a structured process or regular logs for servicing the equipment.</p>

<p>system's operational reliability.</p>	<p>3: A functional maintenance plan with regular upkeep and basic records provided, though the depth of record-keeping may be minimal.</p> <p>4: Well-documented maintenance plan with regular servicing schedules and detailed logs. The plan includes preventive measures to avoid downtime or security risks.</p> <p>5: Comprehensive preventive maintenance plan with detailed logs of all service activities, including advanced monitoring systems that notify administrators when maintenance is required. The plan ensures maximum operational reliability with minimal downtime.</p>
<p>18</p> <p>Applicant must provide a description of the Alarm System, including alarm system type and alarm monitoring methods.</p>	<p>5</p> <p>0: No information provided.</p> <p>1: Minimal information on the alarm system, with no clear monitoring strategy or backup plans in place.</p> <p>2: Basic system described, covering primary entry points but leaving some vulnerabilities, with no advanced features like motion detection or zoning.</p> <p>3: Good alarm system covering all critical access points, reliable but without advanced integration with other security systems.</p> <p>4: High-quality alarm system with zoning for different areas of the business. Comprehensive monitoring and reliable response protocols in place.</p> <p>5: Top-tier alarm system with advanced sensors, full integration with surveillance and security systems, and automatic notifications to law enforcement or monitoring services.</p>
<p>19</p> <p>Applicant must provide description of Security Guard Training and Experience, including guard licensing, industry-specific training, and qualifications relevant to cannabis business security.</p>	<p>5</p> <p>0: No information provided or guards don't meet minimum qualifications.</p> <p>1: Guards have minimal training and licensing, with no evidence of cannabis-specific experience or experience in high-risk industries.</p> <p>2: Basic guard training and licensing provided, but no specialized training relevant to cannabis businesses or high-risk industries.</p> <p>3: Guards are well-trained with some relevant experience, though their qualifications may be more general rather than cannabis-focused.</p> <p>4: Guards have extensive experience in high-risk industries and relevant training specific to the cannabis industry, demonstrating an ability to handle cannabis-specific risks.</p> <p>5: Guards are highly trained specialists in cannabis security, with continuous education and advanced qualifications that include scenario-based training and proactive response protocols tailored to the unique risks of cannabis businesses.</p>

Section 5: Safety Plan			
35 Points Total			
Evaluation Criteria			
Criteria #	Criteria	Max. Points	Scoring Method
1	Applicant must provide a description of Access/Egress into the facility that meets building and fire code requirements.	5	0: Applicant did not provide a description of access/egress that meets code requirements.
			5: Applicant provided a complete description of access/egress that meets building and fire code requirements.
2	Applicant must provide a premises safety diagram that includes evacuation routes and locations of fire extinguishers and other fire suppression equipment.	5	0: Applicant did not provide a premises safety diagram.
			5: Applicant provided a complete premises safety diagram with required elements.
3	Applicant must identify all gases, pesticides, and chemicals to be used, along with their storage locations.	5	0: Applicant did not identify gases, pesticides, or chemicals and their storage locations.
			5: Applicant provided a complete identification of all gases, pesticides, and chemicals, including their storage locations.
4	Applicant must provide a description of the fire alarm and monitoring system, including the name and contact information for the monitoring company.	5	0: Applicant did not provide a description of the fire alarm and monitoring system.
			5: Applicant provided a complete description of the fire alarm and monitoring system with contact information.
5	Applicant must provide a description of safety procedures, employee training for emergency situations, and safety equipment demonstrating compliance with safety requirements, including, but not limited to, Chapter 4 of the California Fire Code (CFC), Section 406, regarding Employee Training and Response Procedures.	5	0: No information provided.
			1: Information provided but lacks detail on either safety procedures or training. The applicant includes some mention of safety procedures or training, but the submission is vague and lacks substance. No direct reference is made to specific safety standards or codes like the CFC, Section 406. The response may only provide high-level concepts with no actionable plans or procedures.
			2: Basic information provided, including safety procedures or training, but not both. The applicant addresses either safety procedures or employee training but fails to address both areas sufficiently. There may be limited reference to safety requirements but with no concrete detail about implementation or compliance with the CFC. Missing key elements such as detailed descriptions of emergency responses or protocols for hazardous situations.

	<p>3: General overview provided of safety procedures and training, but lacks specific compliance details, including reference to Chapter 4 of the CFC. The applicant outlines both safety procedures and employee training but offers only a high-level view. Some elements of safety compliance are mentioned but lack specific references to Chapter 4 of the CFC or detailed safety requirements. Emergency response procedures may be described in broad terms without specific steps or training schedules.</p>
	<p>4: Detailed information provided on procedures and training, referencing Chapter 4 of the CFC, but missing minor elements of compliance. The applicant provides detailed safety procedures and employee training protocols, making specific reference to Chapter 4 of the California Fire Code (CFC), Section 406. The information is mostly complete, covering essential elements of emergency procedures and safety compliance. Minor areas may be incomplete or lack depth, such as missing updates on safety equipment or partial training timelines, but overall compliance is largely demonstrated.</p>
	<p>5: Comprehensive information provided, including thorough details on safety procedures, training, compliance with Chapter 4 of the CFC, and response procedures in emergency situations. The applicant submits a fully developed and thorough plan addressing all aspects of safety, including, but not limited to 1) Clear, step-by-step safety procedures for various scenarios, 2) Complete employee training programs, 3) Explicit reference to compliance with Chapter 4 of the CFC, Section 406, and other relevant safety codes, 4) Demonstrated use of required safety equipment and technologies that comply with state requirements, 5) Detailed emergency response procedures tailored to potential risks at the dispensary, and 6) Continuous improvement processes to ensure ongoing compliance and readiness.</p>
<p>6</p> <p>Applicant must provide a detailed description of the processes, procedures, and practices included in the Safety Plan. The comprehensive Safety Plan will include, but is not limited to, the following:</p> <p>1) A systematic assessment of risks associated with the specific cannabis retail environment and processes and procedures to mitigate those risks.</p>	<p>5</p> <p>0: No information provided.</p> <p>1: Minimal details that make it difficult to assess confidence in the safe day-to-day operations of the business.</p> <p>2: Processes and procedures are mentioned but lack depth making it difficult to assess confidence in safe day-to-day operations of the business.</p> <p>3: Adequate qualifications and methodologies described, but lacking specific examples or context, including educational background or certifications.</p> <p>4: Detailed and effective processes and procedures provided; clear application of industry best practices evidenced; some minor elements could be improved or clarified. Overall, leads to confidence in the safe day-to-day operation of the business.</p>

	<p>2) Integration of relevant regulations and standards, including local, state, and federal guidelines as well as industry best practices.</p> <p>3) Development of clear procedures for emergency response and safety training.</p> <p>4) Continuous improvement processes that would update the Safety Plan based on new information or incidents.</p>		<p>5: Comprehensive and detailed processes and procedures clearly described with clearly defined roles and responsibilities of onsite staff. Clearly integrates specific industry experience and best practices. Leads to high confidence in the safe day-to-day operation of the business.</p>
7	Credentials of Safety Plan author: professional fire prevention and suppression consultant or architect required.	5	<p>0: No information provided.</p> <p>1-2: Author's qualifications submitted, but it is unclear if author meets requirements.</p> <p>3-4: Author is clearly qualified, but no apparent experience with cannabis dispensaries.</p> <p>5: Author is clearly qualified and has demonstrated experience with cannabis dispensaries, operations, and unique safety risks and concerns.</p>

Section 6: Neighborhood Compatibility Plan			
55 Points Total			
Evaluation Criteria			
Criteria #	Criteria	Max. Points	Scoring Method
1	Applicant must provide a description of odor mitigation practices, including identifying potential sources of odor, odor control devices, and staff training for odor management.	5	0: The applicant did not provide an odor mitigation description.
			5: The applicant provided a description of odor mitigation practices.
2	Applicant must provide a waste management plan, detailing waste disposal locations and methods to render waste unusable and unrecognizable.	5	0: The applicant did not provide a waste management plan.
			5: The applicant provided a waste management plan.
3	Applicant must describe efforts at sustainability/environmental impact mitigation.	5	0: The applicant did not provide a description of sustainability efforts.
			5: The applicant provided a description of sustainability efforts.
4	Applicant must provide a comprehensive description of their Community Engagement strategies, including how they plan to engage with the	20	0: No information provided on Community Engagement.
			1-2: Basic information provided, with minimal engagement strategies mentioned, lacking clarity and depth.
			3-4: General description of Community Engagement, mentioning some strategies but lacking specific details on execution and

	community and respond to concerns.		impact.
			5-6: Adequate information on Community Engagement strategies, demonstrating some understanding of community needs, but missing details on responsiveness and follow-up actions.
			7-8: Detailed information on Community Engagement strategies, including multiple methods of engagement, response plans to community concerns, and a commitment to regular updates, but missing some minor elements or specifics.
			9-10: Comprehensive information provided, demonstrating a proactive approach to community engagement with clear, actionable plans, detailed methods of engagement, and a well-defined feedback loop to ensure responsiveness to community concerns.
5	Applicant must provide a "Good Neighbor Policy" that includes measures to protect adjacent uses from potential impacts related to the cannabis retailer, including but not limited to: facility, parking lot and landscaping cleanliness and upkeep; controlling noise exterior to the facility; ensuring no loitering or on site product use; practices to ensure minors are not attracted or served including by a surrogate; and ensuring the exterior building is not gaudy and blends in surrounding community and is free from product advertisements.	20	0-2: The applicant did not provide a Good Neighbor Policy that clearly addresses all requirements.
			3-8: Good Neighbor Policy includes all required items, but includes significant gaps that lead to questions on whether business will generate substantive complaints from surrounding businesses and residential neighborhood.
			9-15: Good Neighbor Policy is complete and thorough and leads to high confidence that the business will be maintained to minimize substantive concerns of abutting businesses and nearby residential neighborhood.
			16-20: Good Neighbor Policy exceeds minimum requirements and leads to high confidence that the business will be maintained to minimize substantive concerns of abutting businesses and nearby residential neighborhood.

Section 7: Labor and Employment Plan			
20 Points Total			
Evaluation Criteria			
Criteria #	Criteria	Max. Points	Scoring Method
1	Applicant must provide an organizational chart showing owners, managers, and employees, including	5	0: No organizational chart provided.
			1: Overall organizational chart clearly meets requirement. Operational Daily/shift organization missing or unclear.

operational daily/shift organization.		2-3: All organizational charts complete. Shows clear chain of command during daily and shift operations. 4-5: All organizational charts complete. Shows robust control of staff and operations throughout operating hours.	
2	Applicant must provide a description of the owner's and manager's roles in day-to-day operations and decisions.	5	0: No description of roles provided. 1-3: Description addresses required items. Allocation of roles and responsibilities between owner and manager unclear, overlap heavily, and/or includes obvious gaps. 4-5: Clear and thorough description differentiates operational roles and authorities without significant gaps or overlaps.
3	Applicant must provide a description of the number of employees, title/position, and their respective responsibilities.	5	0: No description provided or description does not clearly address all requirements. 1: Description addresses all required items but lacks detail or is unclear in one or more of the required areas. 2-3: Description clearly covers all requirements but responses indicate correctable issues such as understaffing on a shift, too junior a staffing mix, unclear or inadequate description of roles, responsibilities and authorities. 4-5: Description clearly addresses all requirements and leads to high confidence in daily operations and compliance with all permit requirements and local and state laws.
4	Applicant must provide a description of hiring and employment practices included any local hire policy and practices, background checks (if any), other processes of vetting potential employees.	5	0: No description provided. 1: Description addresses all required items. 2-3: Description clearly describes how the applicant will prioritize local hires and/or that the applicant utilizes and independent service for background checks. 4-5: Description clearly outlines robust processes that ensure attraction and prioritization of local hires, independent background checks, and criteria for avoiding candidates with a history of drug or legal problems; and ensuring that employees remain free of illicit drug and criminal activities.

The top applicants from Phase II, as determined by the City, may be eligible to advance to Phase III. The decision as to how many applicants will be interviewed will be determined by the Committee, based upon the overall quantity and quality of applications the City receives. Notice of the results of Phase II will be provided in writing via email to the primary contact listed on the application.

PHASE III: INTERVIEWS AND SELECTION (500 points)

During Phase III, the Committee will conduct a discretionary merit-based interview process.

Important Instructions:

- During Phase III Interviews, Applicants will be asked questions related to Evaluation Criteria Sections 8-10.
- Due to the time limitation of interviews, Phase III questions will cover only a portion of the criteria identified within Sections 8-10.
- Scoring for Sections 8-10 will be based upon information conveyed verbally by Applicants in response to the questions asked. Scoring for Section 10 may also consider photographs, site plans, and other visual depictions provided by Applicants.
- All Applicants will be asked the same questions and be provided the same amount of time for a response. At the end of each Applicant's response, the Committee may ask clarifying questions.
- Any commitment made by an Applicant during the Phase III Interview process may become a condition on the CRC permit, if issued, and may be incorporated as terms.

SECTION 8: QUALIFICATION OF OWNERS (150 points)

1. Describe the business owner's prior experience in owning, managing, and operating a legally permitted or licensed cannabis Retailer in the United States. For purposes of this section, owner shall mean the definition of owner in the RBMC Section 10-2.1626.
2. Describe your overall knowledge of the cannabis industry, including identification of how industry best practices and State regulations have been incorporated in existing/prior legal businesses outside the City of Redondo Beach.
3. Describe the involvement of the ownership team in the day-to-day operation and management of the proposed business.

SECTION 9: NEIGHBORHOOD COMPATIBILITY (200 points)

1. Describe how the business will take proactive steps to avoid becoming a nuisance or having negative impacts on its neighbors or the surrounding community. Additionally, describe how the business will react and respond to complaints specifically related to noise, light, odor, public consumption, loitering, littering, graffiti, and vehicle and pedestrian traffic.
2. Describe the policies that you would implement and how you would enforce these policies to ensure your cannabis products do not end up in the hands of underage youth.
3. Describe the steps you have taken to get to know the Redondo Beach community. Provide a detailed description of the neighborhood in which you are seeking to open a cannabis retail business, and how your business will contribute positively to the surrounding area.

4. Describe steps that the business will take to minimize any negative environmental impacts of the retail operation, including greenhouse gas emissions, vehicle miles travelled, excessive product packaging, energy and water utilization, and other impacts.

SECTION 10: PROPOSED SITE PLAN (150 points)

1. Provide the following information about the existing site:
 - a. Physical address;
 - b. Narrative description of the existing site, including building(s), parking spaces, driveways, pedestrian sidewalks/rights-of-way,
 - c. Photographs of the existing property and building(s);
 - i. Note: Photographs of building interior are not required.
 - d. Description of how the site is currently being used;
 - e. Description of any businesses currently operating on the parcel (if any), and any parcels directly adjacent to the existing site.
2. Provide the following information about the proposed site:
 - a. A site plan, drawn to scale, of the proposed business showing perimeter fencing, driveways, streets, property lines, buildings, parking areas, and outdoor areas.
 - b. A narrative description of proposed site improvements, including façade rehabilitation, building expansion, parking, landscaping, fencing, or other exterior site improvements;
 - i. Note: Descriptions of interior site improvements are not a requirement of this section.
 - c. A narrative description of the proposed ventilation, air purification, and fire prevention systems.
 - d. Visual depictions of the proposed exterior of the cannabis business.
3. Describe how the proposed modifications and utilization of the site for cannabis Retailer activity will impact the public health, safety, welfare, environmental quality, and/or quality of life in the surrounding area.

Upon the completion of Phase III, the Committee will tabulate the scores of all Applicants from Phase II and III to create a preliminary ranking, which will form the basis for determining who will be selected to receive a CRC Permit.

Prior to the tabulation of scores, the City reserves the right to request and obtain additional information from any candidate for purposes of clarifying or validating information provided during Phase III interviews. The Permit Administrator and/or Committee may review the totality of the information, including any additional information received following interviews, to determine which Applicants will be granted a CRC Permit.

The Committee reserves the right to award a lesser number of Commercial Retail Cannabis Permits than the maximum allowed under the application process, or to award no permits at all. Notice of the results of Phase III will be provided in writing via email to the primary contact listed on the application.

After the Committee has made a determination as to which, if any, Applicants may be awarded a CRC permit, Applicants shall attain a CRC Permit from the City, pursuant to Section 6-6.06 of the RBMC. The CRC Permit shall set forth the terms and conditions under which the cannabis

facility will operate that are in addition to the requirements of RBMC Chapter 6-6. Applicants should be prepared to negotiate with the Permit Administrator directly regarding the final terms and conditions that will be memorialized in the CRC Permit, including, but not limited to, the commitments made by Applicants in the written application. Upon successful completion of negotiations and execution of the CRC Permit, the Applicant is then authorized to apply for any required land use permits and other required approvals.

Applicants selected through Phase III Interviews and Final Selection shall have twenty-four (24) months to obtain all required land use permits and other required approvals to begin operating. Selected Applicants unable to meet this deadline will have their application deemed null and void and will no longer be able to obtain a CRC. Should any selected applications be deemed null and void, the City may refer to the next highest ranked Applicant(s) from Phase III to determine which replacement application(s) will be permitted to proceed through the CRC permitting process.

Any Applicant wishing to appeal Phases I through III of the application process may file an appeal in accordance with the requirements of RBMC Section 6-6.14.

CITY COUNCIL PRESENTATION

Upon the completion of Phase III, the Permit Administrator shall present to the City Council the top two Applicants from the Phase III process. Further details as to date, time, place, and length of presentation will be provided prior to the City Council presentation.

The City Council may impose additional terms and conditions under which the cannabis facility may operate. City Council conditions may be in addition to the requirements of RBMC Chapter 6-2, including, but not limited to, minimum operating procedures to protect and promote the public health, safety, and welfare of the community, customers, qualified patients, and primary caregivers.

NOTE: Being awarded a CRC permit does not constitute a land use entitlement and does not waive or remove the requirements of applying for and receiving permits for all construction including: electrical, plumbing, fire, Community Development Department permits or reviews, and any other permits, licenses, or reviews as deemed necessary by the relevant departments or governmental entities in charge of said permits. Nor does the award of a CRC permit guarantee that the plans submitted via the application process meet the standards or requirements in RBMC Title 10 and any other permit requirements from other City departments or agencies.



Administrative Report

P.1., File # 25-0964

Meeting Date: 7/1/2025

TITLE

DISCUSSION AND POSSIBLE ACTION RELATED TO UPDATES TO THE STRUCTURE OF CITY BOARDS AND COMMISSIONS, INCLUDING POTENTIAL ELIMINATION OF THE PUBLIC SAFETY COMMISSION AND ADJUSTMENTS TO THE COMPOSITION OF THE YOUTH COMMISSION

EXECUTIVE SUMMARY

On April 23, 2024, the Mayor and Council initiated discussions to update the City's Boards and Commissions to make them more engaging for participants and responsive to City and community needs, while recognizing the operational realities and legal constraints governing sworn personnel. Later the City Council made a referral to staff (with the Mayor volunteering to assist) to review and prepare updates to the City's code of conduct policy for Council and Commission meetings.

As part of this review, both the Fire Chief and Police Chief provided input, emphasizing concerns related to state laws on department operations, investigative confidentiality, patient privacy, and employee personnel matters specific to uniformed police officers and firefighters which, if discussed during public meetings, could have unintended consequences. This item provides an opportunity for the City Council to continue the review of the City's Commissions and to specifically consider updates to the structure and composition of the Public Safety and Youth Commissions, to ensure they remain responsive, effective, and compliant with all applicable legal requirements.

BACKGROUND

The City of Redondo Beach continually evaluates the structure and effectiveness of its Boards and Commissions to ensure alignment with current policy priorities, community engagement goals, and organizational efficiency.

Throughout 2024, the Mayor developed recommendations to streamline advisory functions and increase youth engagement in City government. These changes were approved by Council and resulted in the consolidation, elimination, and/or update of a number of the City's Boards and Commissions. These changes were codified in the Redondo Beach Municipal Code (RBMC) and have provided a more efficient and engaging experience for a number of individuals volunteering their time to serve in an appointed advisory role.

The initial round of changes was designed to serve as a starting point for improvements and are tied to a number of other efforts being undertaken by the Mayor and City Council. This includes discussions to improve the Code of Conduct for all public meetings to clarify the roles, responsibilities, and expectations for meeting participants and the appointed and elected officials that conduct City business. Proposed updates are expected to be presented to Council in the upcoming months and will be designed to further improve the manner in which public meetings are conducted. It has also become clear that there are additional opportunities to adjust the roster and composition of select Commissions to further streamline the City's offerings and bring them in line with the needs of City Departments and the community.

Public Safety Commission

The Public Safety Commission was founded in 1996 to, “help serve as the citizens' voice in public safety affairs, provide suggestions for ensuring responsive and efficient public safety services, review public safety legislation when appropriate and directed by City Council, collaborate on, promote, and support community policing programs, and perform such other duties as directed by the City Council.” Since that time, oversight at the state level has become more prescriptive, requiring the City’s Police and Fire Departments to dedicate more time and energy to comply with an evolving set of regulations designed to promote accountability and transparency in public safety operations. Additionally, the City’s public safety departments have implemented a number of proactive community engagement programs that routinely facilitate public dialogue and feedback.

As part of the mayoral and council review of commissions, the Fire and Police Chiefs engaged in discussions regarding the legal framework governing public safety personnel, including laws related to confidentiality, patient privacy, and the rights of sworn employees. These discussions included, but were not limited to, the potential to compromise active investigations, California Peace Officers Bill of Rights, the Firefighters Procedural Bill of Rights, and the Health Insurance Portability and Accountability Act (HIPAA).

Both Chiefs expressed concerns that substantive discussion of operational issues during Public Safety Commissions could inadvertently place the City at risk of violating these state and federal laws. Due to the sensitive and legally protected nature of many public safety matters, there are strict limitations on what can be publicly discussed in an open setting.

Given these constraints, the Fire and Police Chiefs approached the Mayor to discuss the possibility of eliminating the Public Safety Commission and exploring alternative structures that would 1) maintain transparency, while also respecting the legal rights and confidentiality requirements of operations, investigations and public safety personnel, and 2) provide other opportunities for current Commissioners to serve in more efficient and productive ways.

Youth Commission

The Youth Commission has seen a great resurgence in the past year and has been conducting regular meetings that have produced a number of recommendations to enhance the availability and diversity of programs and resources available to teens in the City. Currently, the Youth Commission has 15 seats, with up to 3 adult members with an additional ad hoc subcommittee of non-voting members. After collecting feedback from the Mayor, the Staff Liaison, along with the adult and youth members of the Commission, a number of changes are being considered for the Youth Commission:

- Refine the duties and purpose of the Commission
- Reduce the adult members to one non-voting advisory/liaison School Board member to help in student selection and to provide advise as needed.
- Increase the number of voting youth Commissioners to 15, with the goal of having:
 - 5 total from students in Grades 7 or 8
 - 5 total from students in Grades 9 or 10
 - 5 total from students in Grades 11 or 12
- Eliminate the non-voting, ad hoc Committee
- Lower the age of candidacy from 13 to 12

- Increase the length of each term from 1 to 2 years and allow students to serve until they graduate (with no limit on the number of terms served)
- Provide more definition regarding the selection process

Any desired changes to the Public Safety and Youth Commissions can be directed to staff ahead of the scheduled Board and Commission applicant interviews, which are scheduled for the July 8 City Council meeting. Any directed updates to the RBMC would then be introduced by ordinance for first reading on July 15, and, if approved, the ordinances could be presented for second reading and adoption on August 5. The adopted ordinances, if approved, would take effect 30 days following the August 5 meeting.

ATTACHMENTS

- RBMC Title 2, Chapter 9, Article 8, Section 2-9-801 - Public Safety Commission
- RBMC Title 2, Chapter 9, Article 6, Section 2-9-601 - Youth Commission

City of Redondo Beach, CA
Thursday, June 26, 2025

Title 2. Administration

Chapter 9. BOARDS AND COMMISSIONS

Article 8. Public Safety Commission

Note: Article 8 entitled "Crime Prevention Commission," consisting of Sections 2-9.801 2-9.803, codified from Ordinance No. 2430 c.s., eff. 11-2885, renumbered by Ordinance No. 2705 c.s., eff. 10-21-93, amended in its entirety by Ordinance No. 2777 c.s., eff. 9-5-96.

§ 2-9.801. Public Safety Commission created.

The Public Safety Commission is hereby created.
(§ 1, Ord. 2777 c.s., eff. September 5, 1996)

§ 2-9.802. Membership.

- (a) The Commission shall consist of seven members appointed by the Mayor, subject to confirmation by the City Council. Unless otherwise authorized by the City Council, one member shall be appointed from each Council district and two members shall be appointed at large.
- (b) The original term of one member shall expire on September 30, 1998; the original term of two members shall expire on September 30, 1999; the original term of two members shall expire on September 30, 2000; and the original term of two members shall expire on September 30, 2001.
(§ 1, Ord. 2777 c.s., eff. September 5, 1996, as amended by § 1, Ord. 2809 c.s., eff. September 19, 1997)

§ 2-9.803. Powers and duties.

- (a) The Public Safety Commission shall advise the Mayor and City Council on matters relating to public safety, and crime prevention, help serve as the citizens' voice in public safety affairs, provide suggestions for ensuring responsive and efficient public safety services, review public safety legislation when appropriate and directed by City Council, collaborate on, promote, and support community policing programs, and perform other such duties as directed by the City Council.
- (b) Any powers or duties assigned to the Crime Prevention Commission by the provisions of this Code or any resolution or directive of the City Council shall be performed by the Public Safety Commission.
(§ 1, Ord. 2777 c.s., eff. September 5, 1996, as amended by § 1, Ord. 3189 c.s., eff. May 16, 2019)

*City of Redondo Beach, CA
Thursday, June 26, 2025*

Title 2. Administration

Chapter 9. BOARDS AND COMMISSIONS

Article 6. Redondo Beach Youth Commission

§ 2-9.601. Commission established.

There is hereby established the Redondo Beach Youth Commission.

(§ 1, Ord. 2616 c.s., eff. April 11, 1991, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993)

§ 2-9.602. Duties and purpose.

The purpose of the Youth Commission is to promote the youth of Redondo Beach by providing comprehensive programs and events that meet the interest and needs of the youth. Duties are as follows:

- (a) Identify and report to the City Council annually on youth needs and priorities of Redondo Beach;
- (b) Remain informed on the programs providing youth services to Redondo Beach youth (annual review);
- (c) Research, formulate, suggest proposed policies, programs and services designed to meet the needs of Redondo Beach youth;
- (d) Review and evaluate requests received by the City pertaining to its youth-related policies/services;
- (e) Maintain liaison with the Youth Commissions in other cities, and/or youth-related agencies, and
- (f) Represent the City of Redondo Beach when requested to do so.

(§ 1, Ord. 2616 c.s., eff. April 11, 1991, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, as amended by § 2, Ord. 2858, eff. November 16, 2000)

§ 2-9.603. Membership.

The Commission shall be composed of three adult members and 12 youth members.

- (a) **Adult Members.** Adult members shall be electors of the City and shall not serve simultaneously on any other City board or commission. The term of each adult member shall be four years and until his or her successor is appointed and qualified. The Redondo Beach Unified School District Board of Education shall recommend one adult member for selection and appointment by the Mayor subject to confirmation by the City Council. If the Mayor and/or the City Council fails to appoint any Redondo Beach Unified School District Board of Education's recommended member or in the event the office of the recommended member becomes vacant for any reason, the Redondo Beach Unified School District Board of Education shall recommend another adult member for

selection and appointment by the Mayor and City Council. Current adult members will be reduced to three through attrition.

- (b) Youth Members. Each youth member shall be over the age of 13 years and under the age of 20 years, residing with his or her parents(s) or guardian(s) within the City or be a registered attendee of Redondo Unified School District and having served a minimum of one year on the ad hoc committee. The youth members shall be entitled to participate in the deliberations of the Commission, and shall be entitled to vote. The term of each youth member shall be one year and until his or her successor is appointed and qualified. Each youth member may serve unlimited terms. Before June of each year, Youth Commissioners for the following year will be recommended for appointment by a subcommittee of outgoing, ineligible Youth Commissioners who will submit a list of qualified candidates. To the extent possible, at least two youth members shall be from each Councilmanic district, and the two at-large members shall be registered students at Redondo Union High School. Members shall be dismissed from the Youth Commission for two consecutive unexcused absences. "At-large" members may be residents or non-residents of Redondo Beach but must be registered attendees of Redondo Union High School.
 - (c) Ad Hoc Subcommittee. The Youth Commission members will appoint an ad hoc subcommittee. Members of the ad hoc subcommittee will be over the age of 12 and under the age of 19. The members shall be nonvoting. Members are eligible to serve on the Youth Commission after one year of membership. Members participate in Youth Commission activities.
- (§ 1, Ord. 2616 c.s., eff. April 11, 1991, as amended by § 1, Ord. 2655 c.s., eff. April 16, 1992, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, as amended by § 1, Ord. 2712 c.s., eff. December 16, 1993, and § 3, Ord. 2858, eff. November 16, 2000)



Administrative Report

P.2., File # 25-0967

Meeting Date: 7/1/2025

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

TITLE

DISCUSSION AND POSSIBLE ACTION ON THE CREATION OF A CITY COUNCIL SUBCOMMITTEE TO ADDRESS THE CITY'S CROSSING GUARD PROGRAM

EXECUTIVE SUMMARY

On June 10, 2025, Mayor Pro Tem Kaluderovic requested staff prepare an item to facilitate a discussion regarding the creation of City Council Subcommittee focused on the City's Crossing Guard Program.

BACKGROUND

The City's Crossing Guard Program is managed by the Special Operations Bureau of the Police Department. The crossing guards assist in guiding community members and students across streets, which can become highly trafficked by motorists and bicyclists. A total of 27 locations, at an annual cost of \$579,600, are currently supported by crossing guard services.

In June, Mayor Pro Tem Kaluderovic made a referral to staff to agendize an item to provide the Council an opportunity to discuss the creation of a City Council Subcommittee focused on the City's Crossing Guard Program. The proposed subcommittee would include the Mayor, Council Member Kaluderovic, and an additional Council Member.

If approved, the appointed members of the City Council Crossing Guard Subcommittee would address the challenges the City faces in trying to balance the community's need for these services with the funding available to provide for a sustainable program.

COORDINATION

This item was prepared by the City Manager's Office in conjunction with Mayor Pro Tem Kaluderovic.

FISCAL IMPACT

The FY 2025-26 Budget, includes a core appropriation of \$212,600 for part-time personnel that funds 12 crossing guard intersections. Additionally, the City Council approved Decision Package #24 as part of the Budget, which provided an additional \$367,000 in one-time funding for both part-time personnel (\$205,000) and contract crossing guard services (\$162,000) to cover the other 15 intersections, bringing the total budget appropriation for all 27 intersections to \$579,600.

APPROVED BY:

Mike Witzansky, City Manager