CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, February 3, 2026

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://redondo.zoomgov.com/webinar/register/WN_oEejVUXuS062EornZjMlsA
After registering, you will receive a confirmation email containing information about joining the meeting.
If you are participating by phone, be sure to provide your phone # when registering. You will be provided a Toll Free number and a Meeting ID to access the meeting. Note; press # to bypass Participant ID. Attendees will be muted until the public participation period is opened. When you are called on to speak, press *6 to unmute your line. Note, comments from the public are limited to 3 minutes per speaker.

eCOMMENT: COMMENTS MAY BE ENTERED DIRECTLY ON THE WEBSITE AGENDA PAGE:
https://redondo.granicusideas.com/meetings
1) Public comments can be entered before and during the meeting.
2) Select a SPECIFIC AGENDA ITEM to enter your comment;
3) Public will be prompted to Sign-Up to create a free personal account (one-time) and then comments may be added to each Agenda item of interest.
4) Public comments entered into eComment (up to 2200 characters; equal to approximately 3 minutes of oral comments) will become part of the official meeting record.

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

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

A. CALL MEETING TO ORDER

B. ROLL CALL

C. 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:
Matthew Ralston v. City of Redondo Beach, Officer Warren, and Doe Officers 1-10
Case Number: 26STCV00512

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

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

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon
(portions of APN #s: 7503-029-900 and 7503-029-903)

NEGOTIATING PARTIES:
Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:

Price and Terms

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

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

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon
(portions of APN #s: 7503-029-900 and 7503-029-903)
Portions of Harbor Drive, Pacific Avenue, Catalina Avenue, Gertruda Avenue, Herondo Street, and Esplanade

NEGOTIATING PARTIES:
Kellie Hawkins, Englander Knabe & Allen on Behalf of Nike, Inc.

UNDER NEGOTIATION:
Price and Terms

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

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

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot
(portions of APN #s: 7503-029-900 and 7503-029-903)
Portions of King Harbor turn basin and hand launch

NEGOTIATING PARTIES:
Adam Brzyski, Game On Live Studio, Water Polo Program Coordinator

UNDER NEGOTIATION:
Price and Terms

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

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

PROPERTY:
230 Portofino Way, Redondo Beach, CA 90277
(a portion of APN: 7503-029-903)

NEGOTIATING PARTIES:
John Warner, Marine Mammal Care Center Los Angeles, a non-profit corporation

UNDER NEGOTIATION:
Terms

F.6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case: New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: B336042

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. CITY CLERK ELEANOR MANZANO TO ADMINISTER OATH OF OFFICE TO NEW SENIOR DEPUTY CITY PROSECUTOR RICHARD JOSEFSON

D.2. MAYOR'S PROCLAMATION OF FEBRUARY 2026 AS BLACK HISTORY MONTH

E. APPROVE ORDER OF AGENDA

F. AGENCY RECESS

F.1. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

CONTACT: STEPHANIE MEYER, FINANCE 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 FEBRUARY 3, 2026

CONTACT: ELEANOR MANZANO, CITY CLERK

H.2. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA

CONTACT: ELEANOR MANZANO, CITY CLERK

H.3. APPROVE THE FOLLOWING CITY COUNCIL MINUTES:
A. DECEMBER 16, 2025 ADJOURNED AND REGULAR MEETING
B. JANUARY 6, 2026 ADJOURNED AND REGULAR MEETING
C. JANUARY 13, 2026 ADJOURNED AND REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS
CHECKS 30525-30537, $17,258.64, PD. 1/30/26
DIRECT DEPOSIT 306745-307371, $2,352,447.80, PD.1/30/26
EFT/ACH $10,968.52, PD. 1/2/26 (PP2601)
EFT/ACH $10,835.18, PD. 1/16/26 (PP2602)
EFT/ACH $472,387.79, PD. 1/26/26 (PP2601)
VOID DIRECT DEPOSIT CHECK 306492 (REPLACED WITH LIVE CHECK 30525): ($2,295.18)

ACCOUNTS PAYABLE DEMANDS
CHECKS 123288-123445 IN THE AMOUNT OF $1,395,799.98
EFT CALPERS MEDICAL INSURANCE $568,249.21
DIRECT DEPOSIT 100010154-100010239 IN THE AMOUNT OF $107,009.91, PD.1/30/26

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

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

1. APPROVE AN AGREEMENT WITH MAXIMUS US SERVICES, INC. FOR PREPARATION OF THE CITY'S ANNUAL INTERNAL COST ALLOCATION PLAN IN AN AMOUNT NOT TO EXCEED $20,000 FOR THE TERM FEBRUARY 3, 2026 TO DECEMBER 31, 2026

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.6. APPROVE ADDENDUM NO. 2 TO TRANSFER AGREEMENT NO. 2022RPSSMB02 BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF REDONDO BEACH AND AUTHORIZE THE CITY MANAGER, OR HIS DESIGNEE, TO CONDUCT ALL RELATED NEGOTIATIONS, EXECUTE AND

SUBMIT ALL DOCUMENTS, INCLUDING BUT NOT LIMITED TO APPLICATIONS, AGREEMENTS, PAYMENT REQUESTS, AND ANY OTHER GRANT-REQUIRED CORRESPONDENCE WHICH MAY BE NECESSARY FOR COMPLETION OF THE FULTON PLAYFIELD MULTI-BENEFIT INFILTRATION PROJECT, JOB NO. 60280, FUNDED AS PART OF THE DISTRICT'S SAFE CLEAN WATER PROGRAM

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.7. RECEIVE AND FILE THE CITY ATTORNEY AUTHORIZATION REPORT FOR SETTLEMENTS IN AN AMOUNT UP TO $25,000

CONTACT: JOY A. FORD, CITY ATTORNEY

H.8. ADOPT BY TITLE ONLY RESOLUTION NO CC-2602-006, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH POLICE OFFICERS' ASSOCIATION FROM JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

H.9. ADOPT BY TITLE ONLY RESOLUTION NO CC-2602-007, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH POLICE OFFICERS' ASSOCIATION - POLICE MANAGEMENT UNIT FROM JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

I. EXCLUDED CONSENT CALENDAR ITEMS

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

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

K. EX PARTE COMMUNICATIONS

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

L. PUBLIC HEARINGS

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION REGARDING THE FORMATION OF A SOUTH BAY REGIONAL HOUSING TRUST FUND (SBRHT)

DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF THE FIFTH AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR THE SOUTH BAY

CITIES COUNCIL OF GOVERNMENTS (SBCCOG) TO ALLOW THE CITY OF LOS ANGELES TO DESIGNATE A NON-ELECTED ALTERNATE REPRESENTATIVE TO THE SBCCOG GOVERNING BOARD

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

N.2. DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S TRANSIENT OCCUPANCY TAX RATE AND PROPOSED DRAFT BALLOT MEASURE LANGUAGE

DISCUSSION AND POSSIBLE ACTION REGARDING A POSSIBLE UPDATE TO THE CITY'S UTILITY USERS TAX ORDINANCE

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

N.3. DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S EFFORTS TO DIGITIZE AND IMPROVE OPERATIONAL PRACTICES RELATED TO CITY RECORDS

CONTACT: MIKE COOK, IT DIRECTOR
ELEANOR MANZANO, CITY CLERK

O. CITY MANAGER ITEMS

P. MAYOR AND COUNCIL ITEMS

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

R. RECESS TO CLOSED SESSION

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

Name of case:
Matthew Ralston v. City of Redondo Beach, Officer Warren, and Doe Officers 1-10
Case Number: 26STCV00512

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

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

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon
(portions of APN #s: 7503-029-900 and 7503-029-903)

NEGOTIATING PARTIES:
Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:
Price and Terms

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

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

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon
(portions of APN #s: 7503-029-900 and 7503-029-903)
Portions of Harbor Drive, Pacific Avenue, Catalina Avenue, Gertruda Avenue, Herondo Street, and Esplanade

NEGOTIATING PARTIES:
Kellie Hawkins, Englander Knabe & Allen on Behalf of Nike, Inc.

UNDER NEGOTIATION:
Price and Terms

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

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

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot
(portions of APN #s: 7503-029-900 and 7503-029-903)
Portions of King Harbor turn basin and hand launch

NEGOTIATING PARTIES:
Adam Brzyski, Game On Live Studio, Water Polo Program Coordinator

UNDER NEGOTIATION:
Price and Terms

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

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

PROPERTY:
230 Portofino Way, Redondo Beach, CA 90277
(a portion of APN: 7503-029-903)

NEGOTIATING PARTIES:
John Warner, Marine Mammal Care Center Los Angeles, a non-profit corporation

UNDER NEGOTIATION:
Terms

R.6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case: New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: B336042

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 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, February 10, 2026, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

Administrative Report

F.1., **File #** 26-0122 **Meeting Date:** 2/3/2026

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

Name of case:
Matthew Ralston v. City of Redondo Beach, Officer Warren, and Doe Officers 1-10
Case Number: 26STCV00512

Administrative Report

F.2., **File #** 26-0135 **Meeting Date:** 2/3/2026

TITLE

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

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

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon
(portions of APN #s: 7503-029-900 and 7503-029-903)

NEGOTIATING PARTIES:
Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:
Price and Terms

Administrative Report

F.3., **File #** 26-0136 **Meeting Date:** 2/3/2026

TITLE

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

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

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon
(portions of APN #s: 7503-029-900 and 7503-029-903)
Portions of Harbor Drive, Pacific Avenue, Catalina Avenue, Gertruda Avenue, Herondo Street, and Esplanade

NEGOTIATING PARTIES:
Kellie Hawkins, Englander Knabe & Allen on Behalf of Nike, Inc.

UNDER NEGOTIATION:
Price and Terms

Administrative Report

F.4., **File #** 26-0139 **Meeting Date:** 2/3/2026

TITLE

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

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

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot
(portions of APN #s: 7503-029-900 and 7503-029-903)
Portions of King Harbor turn basin and hand launch

NEGOTIATING PARTIES:
Adam Brzyski, Game On Live Studio, Water Polo Program Coordinator

UNDER NEGOTIATION:
Price and Terms

Administrative Report

F.5., **File #** 26-0140 **Meeting Date:** 2/3/2026

TITLE

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

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

PROPERTY:
230 Portofino Way, Redondo Beach, CA 90277
(a portion of APN: 7503-029-903)

NEGOTIATING PARTIES:
John Warner, Marine Mammal Care Center Los Angeles, a non-profit corporation

UNDER NEGOTIATION:
Terms

Administrative Report

F.6., **File #** 26-0145 **Meeting Date:** 2/3/2026

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

Name of case: New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: B336042

Administrative Report

D.1., **File #** 26-0109 **Meeting Date:** 2/3/2026

CITY CLERK ELEANOR MANZANO TO ADMINISTER OATH OF OFFICE TO NEW SENIOR DEPUTY CITY PROSECUTOR RICHARD JOSEFSON

Administrative Report

D.2., **File #** 26-0142 **Meeting Date:** 2/3/2026

TITLE

MAYOR'S PROCLAMATION OF FEBRUARY 2026 AS BLACK HISTORY MONTH

Administrative Report

F.1., **File #** 26-0123 **Meeting Date:** 2/3/2026

TITLE

REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

AGENDA
REGULAR MEETING
REDONDO BEACH COMMUNITY FINANCING AUTHORITY
TUESDAY, FEBRUARY 3, 2026 - 6:00 P.M.
REDONDO BEACH CITY COUNCIL CHAMBERS
415 DIAMOND STREET

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

CALL MEETING TO ORDER

ROLL CALL

A. APPROVAL OF ORDER OF AGENDA

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION

B1. BLUE FOLDER ITEMS

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

C. CONSENT CALENDAR

Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Authority Members may request that any Consent Calendar item(s) be removed, discussed, and acted upon separately. Items removed from the Consent Calendar will be taken up under the "Excluded Consent Calendar" section below. Those items remaining on the Consent Calendar will be approved in one motion following Oral Communications.

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Community Financing Authority meeting of February 3, 2026.

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

C3. APPROVAL OF MINUTES

a. Regular Meeting of January 6, 2026.

C4. APPROVAL OF CHECK NUMBERS 000577-000578 IN THE AMOUNT OF $243,449.10.

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, March 3, 2026, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

It is the intention of the City of Redondo Beach to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant of this meeting you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (310) 318-0656 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis. An Agenda Packet is available 24 hours a day at www.redondo.org under the City Clerk and during City Hall hours. Agenda Packets are also available for review in the Office of the City Clerk.

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

REDONDO BEACH

City Clerk
415 Diamond Street
Redondo Beach CA 90277

Tel: 310.318.0656

Redondo.org

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

AFFIDAVIT OF POSTING

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

Legislative Body	Community Financing Authority
Posting Type	Regular Meeting Agenda
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ Adjacent to Council Chambers
Meeting Date & Time	February 3, 2026 6:00 p.m. Open Session

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

Eleanor Manzano, City Clerk
Redondo Beach Community Financing Authority

Date: January 26, 2026

MOTION TO READ BY TITLE ONLY

and waive further reading of all

Ordinances and Resolutions on the Agenda.

Recommendation - Approve

REGULAR MEETING OF THE REDONDO BEACH COMMUNITY FINANCING AUTHORITY

CALL MEETING TO ORDER

Chair Light called a Regular Meeting of the Redondo Beach Community Financing Authority (RBCFA) to order at 6:17 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:	Mike Witzansky, City Manager Joy Ford, City Attorney Melissa Villa, Analyst/Liaison

A. APPROVAL OF ORDER OF AGENDA

Motion by Member Waller, seconded by Member Castle, to approve the order of the agenda as presented.

Motion carried 5-0 by voice vote.

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 January 6, 2026.

C.2. APPROVAL OF MOTION TO READ BY TITLE ONLY and waive further reading of all Ordinances and Resolutions listed on the agenda.

C.3. APPROVAL OF MINUTES
a. Regular Meeting of December 2, 2025.

C.4. APPROVAL OF CHECK NUMBERS 000574-000576 IN THE AMOUNT OF $3,722.59.

Motion by Member Waller, seconded by Member Kaluderovic, to approve the Consent Calendar.

Chair Light asked if anyone from the public wanted to address any items on the Consent Calendar.

Analyst Villa reported no eComments and no hands raised on Zoom.

Motion carried 5-0 by voice vote.

D. EXCLUDED CONSENT CALENDAR ITEMS - None

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Chair Light asked if anyone from the public wanted to comment on Non-Agenda Items.

Analyst Villa reported no hands raised on Zoom and no eComments.

F. EX PARTE COMMUNICATIONS - None

G. PUBLIC HEARINGS - None

H. OLD BUSINESS - None

I. NEW BUSINESS - None

J. MEMBERS ITEMS AND REFERRALS TO STAFF - None

K. ADJOURNMENT – 6:20 P.M.

There being no further business to come before the Redondo Beach Community Financing Authority, Member Kaluderovic motioned, seconded by Member Waller, to adjourn the meeting at 6:20 p.m.

Motion carried 5-0 by voice vote.

The next meeting of the Redondo Beach Community Financing Authority will be a Regular Meeting to be held at 6:00 p.m. on Tuesday, February 3, 2026, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

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

Respectfully submitted,

_____

Stephanie Meyer
Finance Director

Administrative Report

Authority Action Date: January 6, 2026

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

From: **STEPHANIE MEYER, FINANCE DIRECTOR**

Subject: **CHECK APPROVAL**

RECOMMENDATION

Approve check numbers 000577-000578 in the total amount of $243,449.10.

EXECUTIVE SUMMARY

The attached Summary Check Register lists check 000577 in the amount of $68,307.49 and 000578 in the amount of $175,141.61 for a total amount of $243,449.10 to reimburse the City for expenses paid by the City on behalf of the Community Financing Authority.

BACKGROUND

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

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

Per the lease agreement, the City is responsible for the cost of monthly service costs for water, sewer, and trash; possessory interest taxes; common area expenses as defined; and the repairs to the structural portions of the Building. On a monthly basis, the City is reimbursed for such expenses by the CFA. Annually, the City reconciles all expenses and

transfers Kincaid's rental revenue in excess of these expenses to the City's Harbor Tidelands Fund.

Payments to the City of Redondo Beach on check numbers 000577 and 000578 are for FY 2024-25 year-end Internal Service Fund (ISF) reimbursement ($68,307.49) and FY 2024-25 year-end pass-through fees ($175,141.61), respectively. The internal service fund payment captures expenses not reimbursed during FY 2024-25. The pass-through payment represents Kincaid's rental revenue in excess that used for CFA's financial obligations in FY 2024-25.

COORDINATION

Disbursement of the checks will be coordinated with Financial Services.

FISCAL IMPACT

Check numbers 000577 and 000578 total $243,449.10.

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
02/03/26	000577	$ 68,307.49	City of Redondo Beach	FY 2024-25 Kincaid's ISF Reimbursement
02/03/26	000578	$ 175,141.61	City of Redondo Beach	FY 2024-25 Kincaid's Pass-Through
		$ 243,449.10		

Administrative Report

G.1., **File #** 26-0104 **Meeting Date:** 2/3/2026

TITLE

For Blue Folder Documents Approved at the City Council Meeting

Administrative Report

H.1., **File #** 26-0105 **Meeting Date:** 2/3/2026

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF FEBRUARY 3, 2026

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

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

Legislative Body	City Council	
Posting Type	Adjourned & Regular Agenda	
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ Adjacent to Council Chambers	
Meeting Date & Time	February 3, 2026	4:30 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: January 30, 2026

Administrative Report

H.2., **File #** 26-0106 **Meeting Date:** 2/3/2026

TITLE

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

Administrative Report

H.3., **File #** 26-0107 **Meeting Date:** 2/3/2026

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:

A. DECEMBER 16, 2025 ADJOURNED AND REGULAR MEETING
B. JANUARY 6, 2026 ADJOURNED AND REGULAR MEETING
C. JANUARY 13, 2026 ADJOURNED AND REGULAR MEETING

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk

Minutes
Redondo Beach City Council
Tuesday, December 16, 2025
Closed Session – Adjourned Regular Meeting 4:00 p.m.
Open Session – Regular Meeting 6:00 p.m.

4:00 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 4:00 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, Mayor Light
Councilmembers Absent:	Behrendt
Officials Present:	Mike Witzansky, City Manager Joy Ford, City Attorney Melissa Villa, Analyst/Liaison Emily Bodkin, Administrative Specialist

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

Administrative Specialist Bodkin reported no eComments and one Zoom attendee.

F. RECESS TO CLOSED SESSION – 4:02 P.M.

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:
Redondo Beach Police Officers' Association, Redondo Beach Police Management Unit and Management and Confidential Employees

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

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

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

PROPERTY:
230 Portofino Way, Redondo Beach, CA 90277
(a portion of APN: 7503-029-903)

NEGOTIATING PARTIES:
John Warner, Marine Mammal Care Center Los Angeles, a non-profit corporation

UNDER NEGOTIATION:
Terms

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

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

PROPERTY:
239 & 245 N. Harbor Drive, Redondo Beach, CA 90277
(portions of APN: 7503-029-903)

NEGOTIATING PARTIES:
Allen Sanford, CA Surf Club

UNDER NEGOTIATION:
Lease Status, Price, and Terms

F.4. CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE PERSONNEL MATTER/EVALUATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54957(b).

Title: City Manager

Administrative Specialist Bodkin read titles to be discussed at Closed Session.

City Manager Witzansky announced the following would be participating in Closed

Session: City Manager Mike Witzansky, City Attorney Joy Ford, Assistant City Attorney Cheryl Park, Human Resources Director Diane Strickfaden, Assistant to the City Manager Jane Chung, and W.E.D. Director Greg Kapovich.

Administrative Specialist Bodkin reported no eComments and no Zoom attendees.

Motion by Councilmember Waller, seconded by Councilmember Obagi, to recess to Closed Session at 4:02 p.m.

Motion carried 4-0-1 by voice vote. Councilmember Behrendt was absent.

Mayor Light announced they would be having the menorah lighting in front of City Hall at 5:30 p.m.

G. RECONVENE TO OPEN SESSION

Mayor Light reconvened to Open Session at 6:05 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 Laura Diaz, Records Mgmt. Supervisor

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky stated there was nothing to report.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Castle, seconded by Councilmember Waller, to adjourn to the Open Session at 6:05 p.m.

Motion carried 5-0 by voice vote.

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 6:05 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:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Laura Diaz, Records Mgmt. Supervisor

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited veterans and active-duty military to stand and be recognized for their service.

Otis, 4th grader from Jefferson Elementary School, led in the Pledge of Allegiance.

Mayor Light asked all to remain standing for a moment of silent invocation.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/AB 1234 TRAVEL

D.1. MAYOR'S PRESENTATION OF THE KEY TO THE CITY TO PUBLIC WORKS MAINTENANCE SUPERVISOR JERRY GALBEZ FOR HIS 36 YEARS OF SERVICE TO THE CITY

Mayor Light called up Jerry Galbez, Public Works Director Winje, and Mike Klein; provided some background on Mr. Galbez's employment with the City, reported his public service started in 1989 and over the last 36.5 years he has helped build, maintain, and protect the infrastructure of the City; reported that Mr. Galbez has been an active teamster for 34 years, served as a steward and chief steward for 24 of those years, and served on the Teamster 911 Executive Board for four years; noted that Mr. Galbez has worked in almost every role in the Public Works operations; stated that Mr. Galbez's leadership style truly set him apart; spoke of his dedication and reputation as a colleague and as a family man; presented Mr. Galbez with a key to the City to recognize him for his extraordinary service and impact on behalf of the City Council, the City of Redondo Beach, and the residents.

Public Works Director Winje spoke of Mr. Galbez being a devoted Dodger fan, noted his impressive bobblehead collection, and noted that he is loved and respected by all who have worked with him.

Mike Klein spoke of meeting Jerry Galbez 20 years ago; stated Mr. Galbez, in regard to teamsters, always looked at both sides of the story and treated everyone fairly and asked for fairness with the City; provided many positive words that described Mr. Galbez as provided by others he worked with; presented Mr. Galbez with his last work assignment which was to enjoy his family and friends and the life he has earned; thanked him for being a team leader.

Jerry Galbez spoke of his enjoyment in working in Redondo Beach and stated it is a great team.

Mayor Light reported having a second presentation; asked Public Works Director Winje to accept it on behalf of the Public Works team; stated the South Bay Council of Governments and the Southern California Regional Energy Network presented the City with the bronze level achievement for energy and climate recognition, noted that the Public Works Department is at the forefront of it so presented the award to Director Winje to accept for the City.

Mayor Light moved to Announcements and AB 1234 Travel Expense Reports.

Mayor Light reported attending the Holiday Boat Parade which integrated both the land side and the water side and thanked the Harbor Association, Councilmember Castle, King Harbor Yacht Club, and his wife for running the event; reported spending time with Assemblymember Muratsuchi and Senator Allen to push some legislation through to help protect the City for the housing element and some state mandates on housing; stated he sat with a professional organization called Goals that want to turn the water polo tournament they had into a two and a half month event in the Harbor for next summer.

Councilmember Kaluderovic reported being downtown with County and other elected officials to discuss Measure A and their upcoming spending plan and the most impactful use of those tax dollars; stated she was advocating for the data needed to quantify how those dollars are currently working and where more money should be spent for the best outcomes; reported attending the round table lunch at the King Harbor Yacht Club.

Councilmember Castle reported attending the round table luncheon; noted that the King Harbor Holiday Boat Parade is the only official parade in Redondo Beach and spoke of the success of the event; stated that they included other organizations around the Harbor and thanked King Harbor Yacht Club, the Pier Association, the high school marching band, and the King Harbor Association.

Councilmember Waller reported attending the round table luncheon and stated they were entertained by students from Beryl Elementary; thanked the volunteers from Police and Fire for arranging for him to be Santa on Thursday and Friday to ride the sleigh; attended the car show, visited with vendors at the craft market, watched the ugly sweater paddle boards, saw the Redondo Union band led by drum major Pro Tem Chadwick Castle, and saw the menorah lighting that evening.

Councilmember Obagi commended Councilmember Castle on the Waterfront events that occurred over the weekend and spoke about the success of the events; thanked Mayor Light for hosting dinner for Council and City staff the week prior; reported attending the round table luncheon at the King Harbor Yacht Club and the Southern California Environmental Services Center awards; thanked Rabbi Yossi and the Yossi family for the Hanukkah event that evening.

E. APPROVE ORDER OF AGENDA

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, to approve the order of agenda as is.

Motion carried 5-0 by voice vote.

F. AGENCY RECESS – None

G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS

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

City Clerk Manzano reported five Blue Folder items: H.13, H.5, J.1, P.1, and Council Subcommittee Report employee agreement with City Manager first, second, and third amendment.

Motion by Councilmember Waller, seconded by Councilmember Castle, 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 DECEMBER 16, 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. DECEMBER 2, 2025 ADJOURNED AND REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS
CHECKS 30474-30487 IN THE AMOUNT OF $17,884.35, PD. 12/5/25
DIRECT DEPOSIT 304232-304851 IN THE AMOUNT OF $2,382,700.34, PD. 12/5/25
EFT/ACH $9,987.19, PD. 11/21/25 (PP2524)
EFT/ACH $473,228.96, PD. 12/1/25 (PP2523)

ACCOUNTS PAYABLE DEMANDS
CHECKS 122695-122924 IN THE AMOUNT OF $3,414,952.31
REPLACEMENT DEMANDS 122693-122694

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.5. APPROVE CONTRACTS UNDER $35,000:
1. APPROVE AMENDMENT NO. 9 TO FUNDING AGREEMENT #MOU.MR312.06 WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR THE PCH ARTERIAL IMPROVEMENTS BETWEEN ANITA ST AND PALOS VERDES BOULEVARD PROJECT, JOB NO. 40800, TO MODIFY THE PROJECT SCOPE AND EXTEND THE LAPSING DATE OF MEASURE R FUNDS TO JUNE 30, 2027

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

2. APPROVE A NO-COST FACILITY USE AGREEMENT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR THE USE OF FOUR (4) 24-HOUR UNMANNED VOTE BY MAIL BALLOT DROP BOXES AT THE RIVIERA VILLAGE TRIANGLE PARKING LOT, REDONDO BEACH MAIN LIBRARY, REDONDO BEACH NORTH BRANCH LIBRARY AND DOMINGUEZ PARK FOR FUTURE ELECTIONS FOR THE TERM DECEMBER 16, 2025 TO DECEMBER 15, 2030

CONTACT: ELEANOR MANZANO, CITY CLERK

H.6. ADOPT BY TITLE ONLY RESOLUTION NO CC-2512-100, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE WAIVER OF PARKING METER FEES WITHIN THE RIVIERA VILLAGE AREA FROM DECEMBER 17, 2025 THROUGH DECEMBER 24, 2025

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.7. APPROVE THE SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE OF THE REHABILITATION LOAN LIEN PLACED ON THE PROPERTY AT 728 NORTH JUANITA AVENUE, REDONDO BEACH, CA 90277

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

H.8. APPROVE THE BUSINESS LICENSE TAX WAIVER APPLICATION SUBMITTED BY COME TOGETHER REQUESTING AN EXEMPTION FROM COMPLIANCE WITH THE BUSINESS LICENSE TAX RATES ESTABLISHED IN REDONDO BEACH MUNICIPAL CODE SECTION 6-1.22, AS PER SECTION 6-1.08 OF THE REDONDO BEACH MUNICIPAL CODE, FOR ITS COMMUNITY ARTISAN EVENT SCHEDULED FOR DECEMBER 13, 2025 AT 179 N HARBOR DRIVE

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR
STEPHANIE MEYER, FINANCE DIRECTOR

H.9. APPROVE AN HISTORIC PROPERTY PRESERVATION AGREEMENT FOR THE PROPERTY LOCATED AT 519 SOUTH CATALINA FOR A TEN-YEAR TERM WITH AUTOMATIC ONE-YEAR RENEWALS

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

H.10. ADOPT BY TITLE ONLY ORDINANCE NO. 3309-25 AMENDING TITLE 10, CHAPTER 5, ARTICLE 1, SECTION 10-5.402(a) OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE DEFINITION OF "P" (PERMITTED BY RIGHT) IN THE CITY'S VARIOUS SPECIFIED ZONES AND PROCEDURES AND DETERMINING SUCH AMENDMENT AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. FOR SECOND READING AND ADOPTION

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

H.11. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2512-102, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE PART-TIME EMPLOYMENT POLICY AND PAY PLAN FOR PART-TIME EMPLOYEES

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

H.12. RECEIVE AND FILE THE FINAL ANNUAL AUDITED FINANCIAL REPORTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.13. APPROVE THE SECOND AMENDMENT TO THE AGREEMENT WITH HEALTH NET FOR USE OF FUNDS FOR THE PALLET SHELTER EXPANSION AND ALTERNATIVE CRISIS RESPONSE PILOT PROGRAM TO EXTEND THE TERM TO DECEMBER 31, 2026

CONTACT: JOY A. FORD, CITY ATTORNEY

H.14. APPROVE A CONSULTING SERVICES AGREEMENT WITH MICHAEL J. ARNOLD AND ASSOCIATES, INC. FOR STATE LEGISLATIVE ADVOCACY SERVICES FOR AN ANNUAL AMOUNT NOT TO EXCEED $47,000 FOR THE INITIAL TERM JANUARY 1, 2026 TO DECEMBER 31, 2026 PLUS AUTOMATIC RENEWALS FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS APPROVE A CONSULTING SERVICES AGREEMENT WITH DAVID TURCH AND ASSOCIATES FOR FEDERAL LEGISLATIVE ADVOCACY SERVICES FOR AN ANNUAL AMOUNT NOT TO EXCEED $30,000 FOR THE INITIAL TERM OF JANUARY 1, 2025 TO DECEMBER 31, 2026 PLUS AUTOMATIC RENEWALS FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

H.15. APPROVE AN UPDATED PAY AND BENEFITS PLAN FOR THE MANAGEMENT AND CONFIDENTIAL EMPLOYEE GROUP ADOPT BY TITLE ONLY RESOLUTION NO. CC-2512-103, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, UPDATING THE PAY AND BENEFITS PLAN FOR MANAGEMENT AND CONFIDENTIAL EMPLOYEES

CONTACT: MIKE WITZANSKY, CITY MANAGER

H.16. RECEIVE AND FILE THE MONTHLY UPDATE TO THE STRATEGIC PLAN OBJECTIVES ADOPTED BY THE CITY COUNCIL ON JUNE 10, 2025

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

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

Mayor Light invited public comments.

Wayne Craig, District 1, stated last week he asked Council for free parking in Riviera Village, and they granted free parking for one week and hoped the City Council would support it next year.

Ron Maroko, District 3, stated he is there to speak about item H.9; noted he came before the Council on November 4th about the Mills Act contract and had asked the Council to add language to the contract that gives express consent for the property to be considered a historic district; stated they have another contract before them tonight and decided to come down and remind them of the importance of it; stated the City Attorney said it is a policy matter and looked forward to the Council bringing up the issue next year; spoke of H.16 being on the calendar regarding certain portions of the strategic plan dealing with historical preservation and stated on January 6th Council is going to talk about the ordinance but noted the Mills Act is nowhere in the ordinance; hoped to add the provision into the contract; spoke about the property that is before them tonight being surrounded

by three different historical landmarks; reported the Public Amenities Commission asked the homeowner during the meeting if she would be interested in participating as a historic district and she said she would consider it; stated the property has been landmarked since 1994 and has been without a contract and this is the opportunity to do it; hoped that Council will add the language he proposed on November 4th and if not tonight, would discuss it at the January 6th meeting.

Mayor Light asked Mr. Maroko to provide a copy of the clause he wrote; City Clerk Manzano stated if he could give it to her, she could distribute it to the Council; Mr. Maroko stated he would give it to the City Clerk before he left.

Jim Mueller, District 5, spoke about item H.14; stated they are two professional services contracts that contain automatic multi-year renewals and wanted the Council to question whether they have the opportunity, in the budget process, to either cancel or alter the amounts.

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

Motion carried 5-0 by voice vote.

City Clerk read titles to H.6 adopt by title only Resolution No. CC-2512-100, H.10 adopt by title only Ordinance No. 3309-25, H.11 adopt by title only Resolution No. CC-2512-102, and H.15 adopt by title only Resolution No. CC-2512-103.

I. EXCLUDED CONSENT CALENDAR ITEMS - None

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

Andrew Beggs stated he is representing the King Harbor Yacht Club and the King Harbor Youth Foundation, which are two not-for-profit organizations that live in District 2 on Mole A; thanked the City Council, staff, and the Mayor for the Holiday Boat Parade and spoke highly of the event; highlighted Councilmember Castle, Pat Light, and Jeff Jones for all the work they did to make the event great; stated he was confident that if they continue to work together they can improve upon the event every year.

Wayne Craig spoke about the compensation of RBPD being ranked as the last among ten comparable cities; stated it deserves immediate attention and an honest conversation needs to happen on what's driving it; spoke of the push for the stand alone gun range and asked if the officers asked for the expensive project or if it is being imposed by the City Council; stated the $19 million gun range was sold to the public as being funded by a federal grant and co-opted by the Air Force base but that claim is unraveling and went into more detail on fund allocation; spoke of the funds allocated towards the gun range could have gone to the officers and each could have had $13,000 more per officer; stated that another $5.5 million would still be needed even if the City does with the grant lottery

and another $700,000 to run the range; said if wages are truly a priority they can prove it tonight by having Council reallocate the remaining $1.1 million away from the stand alone gun range to give roughly $11,000 a year raise per office without raising taxes, cutting services, or asking voters for another bond; agreed that the City needs a new gun range but opined it should be incorporated into an already approved new Police HQ under Measure FP.

Jim Mueller stated the December meeting of the Budget & Finance Commission was very good and they dug into a lot of issues; reported that the Commission addressed two topics: procurement of professional services and change orders on Public Works contracts; stated the Commission had legitimate questions regarding the practices of those two topics; noted the municipal code has “no compete” contracts for procurement of professional services and went over his concerns for that type of practice; reported that the sole source services contracts are approved in the Consent Calendar and not as an Agenda Item which short circuits the annual budget process and pose dangers regarding public trust; recommended the City consider reviewing its procurement practices, especially amending the City code regarding the sole sourcing of professional services.

Ron Maroko, District 3, spoke about the tremendous job Jack Meyer has done with the historical museum and encouraged everyone to go and see what has been done.

John Perchulyn (via Zoom), District 1, provided an audio of a tractor trailer near his home at 5:39 a.m. that woke him up that morning; stated he went to the last cruising at the beach show that weekend and commented that it was a great event but was disappointed that the City did not recognize Darryl Boyd for holding the event which had the US Marines and a Toys-for-Tots collection.

Darryl Boyd (via Zoom), District 3, stated on the Saturdays of November 22nd and December 13th the community of car lovers got together for an event that provided a free car show, donations for the Salvation Army of Redondo Beach Food Bank and a toy donations for the USMC Toys-for-Tots event; stated that their Cruise at the Beach Christmas Car Show event was purposely skipped and ignored by the Mayor and City Council so he wanted to recognize the crowd and the community that attended and supported the event; spoke of the conflict he has had with the Mayor regarding his classic car and reported the Cruise at the Beach was started 26 years ago by the Boyd family.

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

K. EX PARTE COMMUNICATIONS - None

L. PUBLIC HEARINGS - None

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF AN AGREEMENT WITH VOLKAN ALKANOGLU DESIGN LLC TO COMMISSION AND INSTALL THE ARTWORK "GATE WAVE" AT GATEWAY PARKETTE FOR A TOTAL COST NOT TO EXCEED $275,000

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

Community Services Director Hause stated she and Jack Meyer would present the artist contract for Gate Wave, which is a project that has been in the works for about 15 years; handed the floor over to Jack Meyer to present the item.

Jack Meyer provided a slide with a timeline and some background regarding the artwork; noted the artist is Volkan Alkanoglu, the project started in 2011 with the Transit Center design, and gave details on the process that led to Gate Wave; noted that the budget started at $75,000, which was to be from Prop C, but the construction did not start until 2017 and by then the new quote came in at $275,000; stated that the John Parsons Public Art Fund was created and received enough deposits to move the project forward; reported in 2021 as the project neared completion, it was brought back to Council for approval and at that point the Council did allocate the additional $200,000 but did not like the chosen location for the artwork at the Transit Center and directed staff to look for a new location; direction was given to the Commission to look for a new location, the Commission identified Gateway Parkette as their recommendation, and after Council reviewed it they accepted the design in January 2024; stated that due to the change in location the City lost the Prop C money so the remaining funds came from the John Parsons Art Fund; stated the item is being brought back to Council since it has been determined that the location is feasible for the artwork; provided a slide with the breakdown of the costs for the $275,000 budget and the timeline for the project, which has a tentative completion date of June 2026; showed some pictures of the design and artwork; recommendation by staff to the Council is to approve the agreement with Volkan Alkanoglu, LLC to commission and install the artwork "Gate Wave" at Gateway Parkette for a total cost not to exceed $275,000.

Discussion followed regarding the start date of the project and the tentative completion and ribbon cutting date to be in June.

Mayor Light reported that aluminum combined with stainless steel in a salt environment leads to galvanic corrosion and asked if there are assurances that there will be isolation of the two dissimilar metals.

Jack Meyer explained that the stainless steel would be used to anchor the artwork, but the aluminum will be used to connect pieces with similar metals.

Councilmember Obagi stated he has had a request for benches to be placed in more scenic locations around the Gateway Parkette and noted the current bench faces the parking lot.

City Manager Witzansky stated they can investigate those options and if needed can bring it back as a budget consideration.

More discussion followed.

Motion by Councilmember Obagi, seconded by Councilmember Castle, to approve the agreement.

Mayor Light invited public comments.

Gil Contreras (via Zoom) stated he is concerned where the money is coming from when there was a discussion earlier about the Police Officers not being compensated fairly; opined that the City needs to reassess where they are spending their money, need to be more fiscally responsible since they are representing residents, and should get more input from the community.

Mayor Light stated that not all funding can be moved to all places; asked City Manager Witzansky if they can reallocate John Parsons funds to do infrastructure or to pay the police.

City Manager Witzansky responded no, one-time funds cannot be used for ongoing salary commitments; explained uses for one-time funds and for recurring expenditures and further added that John Parsons has its own restrictions for use, which is for only public art.

More discussion followed regarding the specific uses of funds allocated by the City and clarification to the audience that the Council is not at leisure to take money from one fund and move them to the General Fund.

Marcie Guillermo (via Zoom) commented that the sculpture looks too big for the location chosen and asked if it could be reduced; voiced concern over maintenance costs and the possibility of the sculpture rusting and felt the artwork is too expensive for the area it is being placed; suggested to use the funding to do 3D work roles.

City Clerk Manzano reported one eComment opposed.

Georgette Gantner, District 2, wanted to address the caller and clarified that the Public Art Fund was established in 2009 and that 1% of developer fees are being set aside to establish the budget for the fund; spoke in support of the project.

Motion carried 5-0 by voice vote.

N.2. DISCUSSION AND POSSIBLE ACTION REGARDING THE ARTESIA BLVD STRATEGIC ART PLAN AND THE RECOMMENDATIONS PROVIDED BY THE CULTURAL ARTS COMMISSION

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

Community Services Director Hause introduced Beau Basse, Creative Director of LeBasse Projects; noted that they are the selected consultant for the ARTesia project; stated he has collected a lot of community feedback through surveys, community meetings, and conversations with the PAC; reported he has put together a draft of the public art plan/strategic plan for Artesia.

Beau Basse stated he would go over bullet points in his presentation; noted that the strategic plan is 60 pages and outlines everything from their methodology to their community engagement plan, to the goals, art locations, and typologies of artwork materials; explained that their process began with connecting with the community, their goal is to utilize the public art along Artesia to enhance the City, enhance the Artesia corridor, and tie it in with future development; spoke about using artwork to innovate and inspire the community and celebrate the identity and culture of the City; reported LeBasse spoke with each member of the Cultural Arts Commission, several community members, local businesses, and had several meetings with the NRBBA; stated they spent lots of time with City staff and on their learning Artesia and the corridor; spoke about their community outreach which involved an online survey, a community meeting, and more meetings with the CAC and stated that is how they developed the strategic plan; noted they heard a lot from the community about traffic and the speed of traffic and although they cannot solve that they want to be strategic on how they can use art to mitigate those issues; stated others want landmark art, other want functional elements and interactive art; stated people asked about murals but they had to remind everyone that whatever they do must be on publicly owned land and they can't spend civic dollars on buildings that may be painted over if the building is sold or the owners change their minds; stated they wanted to emphasize the City gateways and expanded on their thoughts for certain areas around the City; reported that the City has allocated $450,000 for phase one and has a plan for phase two; stated in phase one they are looking at recreating the landmark welcome sign, two median installations, several concrete benches, enhance existing infrastructure, and use crosswalks to create visuals that would potentially slow traffic down.

Mayor Light asked about gateway signs having the new City logo or if they were part of the art project; noted they are going through a branding process as well.

City Manager Witzansky stated they would eventually need to cycle through all of the City's entry signs and monument signs with the newly updated logo; noted that it will be an expense that they will have to do over time.

Mayor Light stated it is for the Council to debate whether they are branding the signs or doing a one-off.

Beau Basse broke down the phase one allocations: $100,000 for each median installation, $40,000 for a welcome sign, $40,000 to redesign and decorate benches, $80,000 for two major crosswalk installations, $45,000 in contingency in case any of the

budgets are overrun, and the balance is LeBasse's consulting fee; provided visual examples of crosswalk installations, viewfinders, light posts, benches, and other potential art installations; stated the next step for LeBasse, assuming the strategic plan is approved, would be to put out and build an artist pool; noted they do not represent any artists and their goal is to reach out and build a large pool for the CAC and Council to approve; explained how they build the pool of artists; stated the recommended selection panel would be comprised of two Cultural Arts Commission members, two community members, and one City representative and LeBasse would not be on the selection panel but there to support and advise as needed.

Deputy Community Services Director Kelly Orta presented the recommendation given by the Cultural Arts Commission to the City Council; reported that the Commission was overall in support of the plan but wanted to add two additional ideas: 1) to consider more interactive pieces throughout phase one, and 2) to add an additional allocation of $32,500 to phase one for a proposed LGBTQ sculpture at the North Branch Library; explained that $25,000 would go towards the artwork and $7,500 would be for LBP to assist in the consulting services for the procurement and installation of the piece.

Mayor Light asked if the benches were not considered interactive pieces.

Beau Basse stated the Commission wanted the benches but also wanted more interactivity so their recommendation would be to remove one of the median sculptures or the welcome sculpture and reallocate that towards more interactive pieces.

Discussion followed regarding phase two having more types of locations for the interactive pieces and potential to reposition those into phase one.

Mayor Light asked if the CAC wants both an LGBTQ sculpture and a crosswalk.

Community Services Director Hause stated the CAC has moved away from the crosswalk LGBTQ project and prefer an LGBTQ sculpture instead.

Councilmember Behrendt asked, with respect to the LGBTQ North Branch Library installation, was that part of the community outreach and polling.

Beau Basse stated that, because the topic kept coming up at meetings, they were getting feedback for the installation and his team discussed it and thought they could create both a time and cost savings for the City by rolling it into the overall plan; noted they are already building the artist pool.

Councilmember Behrendt asked if the outreach and interaction with residents included the potential art installation at the North Branch Library.

Beau Basse stated the outreach did not specifically ask about it, but the opportunity kept coming up as a question in multiple meetings.

Councilmember Behrendt asked if more outreach could be done specifically for the installation at the North Branch Library.

Beau Basse stated it would need to be added to the budget to do additional community outreach; noted it would be important to get feedback from the community but it was not part of the initial request; stated that the Cultural Arts Commission recommended that City Council provide any additional direction but approve the strategic plan with some modifications including more interactive artwork replacing potentially one of the larger sculptures.

Commissioner Castle asked if the LGBTQ sculpture project is in addition to the $450,000 budget.

Beau Basse clarified that the LGBTQ sculpture project has funds that the CAC already has and are now recommending that LeBasse manage that process for them.

City Manager Witzansky said Council should think about it as they have appropriated $450,000 for the effort, $45,000 for the initial strategic planning effort and roughly $400,000 for phase one future public art projects; stated Council has three choices as it pertains to the CAC recommendation: 1) direct that that specific project effort be part of phase one and charged against the original $450,000, 2) direct staff to come back with a 4/5s budget modification, a supplemental resolution, that would add an additional $32,000 or more to the CIP project to expand the scope of work associated with phase one, or 3) table the item to phase two.

More discussion followed.

Beau Basse stated that the initial task was to create a plan for the $450,000 and through the process of community engagement the additional piece was added as a potential supplement; stated their goal is to also get an understanding of how phase one would affect phase two.

Councilmember Castle mentioned one of the phase one projects could potentially slide into phase two if the LGBTQ project were to be done in phase one.

Councilmember Obagi pointed out that the North Redondo Beach community is thirsty to have a vitalized Artesia Blvd with art and new businesses; voiced his concern over crosswalk art fading in a few years and the maintenance needed to rehab the art.

Beau Basse stated that Councilmember Obagi brought up a good point; noted that the maintenance and longevity of the murals need to be considered; said they will bring in a third-party conservator to give a maintenance and conservation report and guessed the crosswalk mural would last about 3 to 5 years.

More discussion followed regarding current crosswalk designs throughout the City.

Councilmember Obagi stated he is not a fan of the crosswalk art due to its limited life and felt like a permanent installation would be better; asked Beau Basse why they chose the west side of Artesia for the welcome sign.
Beau Basse stated because there is a welcome sign currently there and their thought was to replace that welcome sign with a sculptural installation to replace that marker and then they would place an accompanying median sculpture on the east end of Artesia.

Councilmember Obagi pulled up a picture of the monument sign at Artesia and Hawthorne; brought up a picture of the location just west of Inglewood where Artesia first starts and felt that would be a perfect spot for an entry piece; wondered with the existing monument signs, if they can't redo them with the current logo and add art to the existing piece.

Beau Basse stated they are open to the feedback; felt the west gateway and east gateway entering as landmarks was the thought; opined it would not make sense to spend money to decorate an existing monument versus replacing it and stated a taller more colorful piece would stand out more for that location; stated they are open to locations for the gateways.

Councilmember Obagi asked as LeBasse goes forward to continue to engage the community and if they have ideas he would like to see another poll go out to the community to gather feedback; noted that Council has the feedback from the Cultural Arts Commission and felt the community would appreciate being heard and having the chance to provide input.

Beau Basse agreed and pointed out that the selection panel includes two community members, two CAC members, and City staff; spoke of the NRBBA and other groups being involved and engaged throughout the process.

Councilmember Obagi noted each Councilmember can send survey links out if LeBasse sends them a link via email; voiced his support for the $32,500 appropriation for the North Branch Library installation for an inclusive LGBTQ art piece; asked about epoxy art and if it is something that can be incorporated into the project.

Beau Basse spoke about other materials that could be used in the crosswalks including epoxy and their goal is to build the artist pool where they have artists that present those types of concepts.

Councilmember Waller referenced the monument signs and asked if they have to say Redondo Beach or if just artwork could be placed at the gateways.

Beau Basse stated his thoughts were just to place artwork at the gateways.

Mayor Light stated he received a comment that median signs protect but could potentially distract drivers and asked Beau Basse what his thoughts were.

Beau Basse responded that it comes down to the selection panel and the artists' concepts; reminded everyone that the artists will not have the ability to do whatever they want and that the selection panel and LeBasse will have the ability to make sure they select the right art that fits the area and won't create distractions.

Councilmember Behrendt referenced the locations LeBasse really liked but had to walk away from because they were not City-owned properties; asked Beau Basse and the City Manager if it was feasible to get an agreement with a non-City owned property owner to host artwork for a defined limited period of time and if so, what they recommend it.

City Manager Witzansky responded that he would be open to it.

Beau Basse spoke about an experience he had with a Caltrans owned property and that after a year of trying to make the project work they pulled the plug; stated it is better to focus their efforts on spaces they have available to them.

City Manager Witzansky added with new developments and through the design process the City encourages installations and they have had success with those situations, but the loaner program can be problematic.

Mayor Light pointed out their experience with the SCE on Herondo Park demonstrates how years can be added to a project; asked the slide with the street view map be brought on the screen; asked the Council their consensus on mixing the gateway sign for branding the City with artwork and whether they felt that was a good idea or not.

Councilmember Obagi stated the old monument signs could not be left in their current condition when they are beautifying the rest of Artesia Blvd.

Mayor Light asked if he wanted to spend art money on replacing the welcome to Redondo sign.

City Manager Witzansky spoke of the project including a commissioned piece that would incorporate elements of a monument branding for the City but also be an artistic piece.

More discussion followed.

Beau Basse stated their thought in the strategic plan was for one welcome sign on the west side of the street, and the idea was to replace the monument sign and instead of having logo and branding, have a visual marker that really subtly marks the entrance to Artesia and to North Redondo for the community; stated they don't recommend logo or branding because the City may choose to rebrand in 10 years and the idea is more of a gateway versus a literal branding.

More discussion followed regarding the art being the branding and the need for a welcome to Redondo Beach sign, where the welcome sign should be located and which is the most common entrance to Redondo Beach.

Beau Basse pointed out that the strategic art plan is part of the AACAP and that LeBasse's focus is on Artesia.
Councilmember Obagi mentioned that $40,000 is allocated to the welcome sign and that the crosswalks are $40,000 each; asked, if a more permanent solution for crosswalks were not feasible, could they move that money into more welcome signs or welcome art; noted they just went through the branding exercise and have a new logo and felt the logo should be incorporated into the monument sign at the entrance to the City.

Mayor Light asked for clarification on where he wanted the sign with the logo.

Councilmember Obagi stated at Hawthorne Blvd and Aviation there are signs with branding, at Inglewood there is no branding and stated he is in support of whatever the pros want to place there.

More discussion followed.

City Manager Witzansky stated what he is hearing from Councilmember Obagi is to retitle the welcome sign west and call it welcome art, which is at the installation in the median just west of Inglewood and has $40,000 allocated and no limitations on that location; spoke of Councilmember Obagi's other request to repurpose the crosswalk allocation to update the City's east and west monument markers with a more artistic style that may or may not incorporate the City's branding but most likely will incorporate branding.

Councilmember Obagi agreed with City Manager's assessment and asked to hear from the public and other Councilmembers.

Mayor Light disagreed with the east side having no branding after the City just redid the King Harbor Gateway sign and mandated the logo be used; wondered why they would not use the logo on the 91-freeway coming into Redondo.

Councilmember Obagi stated the logo is on both Artesia and Hawthorne Blvd.

Councilmember Behrendt stated his understanding is that the gateway entrances on each side of Artesia Blvd east and west Hawthorne will maintain branding.

City Manager Witzansky stated the branding would continue on the monuments, but the monuments will be updated to be more artistic in nature.

Councilmember Waller suggested that a monument sign with the City's logo and brand should be placed at the entrance to the City and mentioned the signs they are discussing are a quarter mile into the City, and that no signs they are doing in Artesia should have logos, it should just be art.

City Manager Witzansky stated that the challenge is having median control and that the location chosen is the first location that is under the City's exclusive control.

More discussion ensued.

Mayor Light opined that the City should not be spending art money on a monument and that requiring branding is too restrictive.

Councilmember Waller agreed with Mayor Light.

Councilmember Obagi asked the City Manager for an approximate cost on updating the branding on the two monument signs.

City Manager Witzansky stated there are two scenarios: 1) rebuild the monument with new lettering and new branding which would be tens of thousands of dollars, or 2) repaint the existing and find a way to affix a new branding on top which would be in the lower tens of thousands of dollars.

Councilmember Obagi spoke about pairing the art monies with $10,000 for the repaint of the existing sign.

City Manager Witzansky stated if they want the monument to be ministerial then they can look at solutions that do not require the art community but if they want something more exciting for Artesia then it would be reasonable to co-mingle the funds.

Councilmember Obagi asked Beau Basse if he would be able to get two different designs from artists, one that has the logo and one that is just monument art.

Beau Basse stated they will have a very detailed RFP for each of the locations.

Councilmember Obagi spoke of the selection panel having the opportunity to review the top choices and decide whether they want the logo on signs or not.

Beau Basse explained that the selection panel will be able to see the initial list of recommended artists, narrow down the finalists, and then be able to choose 2 or 3 artists to create specific concepts for each location and the selection panel will select from the designs, and then it will come back to Council.

City Manager Witzansky informed the Council that they will need to decide which installations will be prioritized moving forward and how they will allocate the crosswalk money (will it be for two additional sculptures, monument signs, or something else).

Beau Basse reminded the Council that they received a lot of feedback for landmarks and for things that would slow the traffic down such as the crosswalk art.

Councilmember Obagi asked if things could be affixed to the traffic lights.

Beau Basse said that is one of the things the CAC asked to have more of, the hidden

elements on the poles; noted that the CAC asked to reallocate some of the dollars to more of the interactive installations, but no changes have been made yet.

Councilmember Waller advocated for median artwork at each end but monument signs as a separate City item; suggested they ask City Traffic Engineer Liu what things he thinks will help slow down traffic or could be distracting; stressed that slowing down traffic on that street is very important; recommended the crosswalk at the greenway crossing would be a perfect location for a crosswalk installation if they can find the right material to use and stated the other crosswalk money could go towards the monuments, and supported the LGBTQ addition to the project.

More discussion followed regarding the cost of the crosswalks.

Councilmember Behrendt noted he had three items to discuss: the benches, the crosswalk, and the potential art installation at the North Branch Library; asked the City Manager if he had any concerns with the benches.

City Manager Witzansky opined that the benches could use a repurposing, they are underutilized and not attractive; stated they are a good canvas potentially for functional re-use.

More discussion followed regarding the options to repurpose the benches and the materials that can be used; discussed ideas to discourage sleep on the benches and that it will be included in the RFP. Beau Basse showed some samples of benches they have created for LA County.

Councilmember Behrendt spoke about the same concerns made by Councilmembers Obagi and Waller regarding the lifespan of crosswalk art and stated from a financial perspective they should stay away from crosswalk art; stated he would like to get more community feedback on the art installation and would not be ready to sign off on that item that evening; stated he may do his own community outreach to see what the community thinks.

Mayor Light voiced his concern over the crosswalk art not lasting, suggested that putting the artwork where the bulb outs are might work since cars are not driving there.

City Manager Witzansky noted that it is the turning that creates the problems so the bulb outs would not be ideal.

Mayor Light spoke of eliminating at least one crosswalk and allocate those funds to interactive art or the sculpture at the North Branch Library; stated he would prefer to keep any kind of gateway sign and brand them so they look similar; mentioned he would like to keep art as art and the gateway signs as a separate budget and project; agreed with Councilmember Behrendt about getting more feedback regarding the LGBTQ sculpture before the City fully commits to it.

Beau Basse suggested removing the crosswalks due to the concerns and move half of that money into what is currently listed as a welcome sign and leave the remaining $40,000 into smaller sculptural and interactive works which were requested by the CAC. Discussion followed that they would then have three median art installations.

Councilmember Kaluderovic commented that the idea for all of this ARTesia is to brand that area, and that there is an initiative and a new logo already in place; stated she does not think they need to be mutually exclusive and that there is an opportunity to blend them; spoke about finding money to support both efforts for art and branding; voiced support for the crosswalk and understood the concern for longevity but mentioned employing a crossing guard there would cost more than the $10,000 to maintain the crosswalk; felt that the North Redondo Beach bike path has been cited as a concern and if an installation slows traffic down it would help the City on two fronts.

Discussion followed in support of the crosswalk art installation at the intersection Councilmember Kaluderovic highlighted.

Councilmember Castle agreed with Councilmember Kaluderovic that that intersection would be more durable since it is straightforward with no turns plus it would help slow down traffic and if he had to pick one location it would be that one.

City Manager Witzansky stated, if Council directs the crosswalk installation, they need to be sensitive about the cohesion with bikes and the travel through that area so sealants and things like that don't cause people to slip; suggested that the art might be placed outside the crosswalk itself but on the boundaries of it.

More discussion followed regarding traffic safety issues if the art is placed on the bike path, noted they will need to discuss with City Traffic Engineer Liu about any concerns.

Mayor Light invited public comments.

Teresa Mitchell thanked the Council and staff for all the attention Artesia Blvd is receiving; stated that the median art is not something that people can experience and engage with and over half the budget is going to monument signs and things on the median; opined that is not what keep people in the business district and make it interesting like the crosswalks, benches, bike racks, and the interactive art, which is less expensive; stated her preference is do all the crosswalks first and saw data that crosswalk art does draw people to walk over and view the art; spoke about materials that can be used with long life spans; noted it would be better to be cohesive so she would rather see the whole corridor with great benches or the whole corridor with crosswalk art than just a one-off statue; mentioned other areas that were missed that would have high traffic for people to walk through.

Desiree Galassi, District 4, echoed what Teresa Mitchell said about the crosswalks and medians; stated more people would appreciate the art they are walking by than the art on the medians; voiced her support for interactive installations; mentioned Solano Beach and

the glass mosaic they have embedded in the pathways and felt there is opportunity for the City to use different materials; spoke about the King Harbor Gateway sign and that the City missed the opportunity to make it historic; stated the monuments are perfect to include branding and supported using the logo on the monument signs.

Georgette Gantner disagreed and felt that different heights of art being presented is more dynamic; suggested that the City include a sign somewhere that says “Artesia Arts District” or “Arts District” but didn’t know if that came with a lot of requirements; wondered if the City could approach property owners to clean up their properties so that the entrance to Redondo Beach would be more impressive.

Nancy Skiba (via Zoom), District 4, voiced her concern that artwork in the medians would be too distracting for drivers; noted that there have been several accidents between Blossom and Green and cars have ended up in the median; worried that the artwork would be damaged if that happens; spoke of the embedded LED lighted crosswalks in Manhattan Beach that enhance pedestrian safety and suggested the City consider looking at that as an option for Redondo Beach.

City Clerk Manzano reported no hands raised and one eComment opposed.

Mayor Light asked Beau Basse if there was a reason LeBasse only chose the median for sculptures and no sidewalks.

Beau Basse stated the strategic thought was to get people to stop and notice that the area is not just a freeway pass through of Artesia Blvd but that there is more to that corridor; spoke of trying to brand the area with larger scale elements on the gateways and then adding smaller moments and some seating as functional elements; noted that phase two has more benches, bus installations, small shade structures, and other small elements; stated they are not opposed to smaller scale works.

Mayor Light asked if Beau Basse had any images of median art in his briefing.

Beau Basse showed some samples of vertical structures but did not have median art samples to show; stated the median art would be something large and vertical, or they could do a lighting installation as potential typology; noted the medians have a narrow footprint so they are thinking more vertical and stated they have some renderings in the strategic plan.

Mayor Light asked the Council if they were ready to narrow down the project and provide direction.

Councilmember Obagi stated that the collective wisdom is better than the individuals and, since he heard strong support for the NRB bike path crosswalk, he is inclined to keep one crosswalk art and assign it to the NRB bike path; mentioned he had interviewed Juan Melendez for the Art Commission and when asked if he would put art at the crosswalk he said no, he would not want drivers’ vision blocked as his daughter crosses the street;

asked Beau Basse if they have considered the visibility for the kids as they cross.

Beau Basse stated they have seen people slow down when they put large scale sculptures in those types of spaces.

Mayor Light asked if Public Works would still have to approve anything to make sure things are not blocking sight lines.

City Manager Witzansky responded yes, they would need to make sure guidelines are met and noted that more verticality does tend to slow speeds down.

Councilmember Obagi asked Director Hause if she had any thoughts since her office is on Artesia Blvd.

Community Services Director Hause stated they would welcome the installation of art at the Green intersection.

Mayor Light asked, if they are considering art in front of the North Branch Library, would it be better to re-space the median art, so they aren't across from each other.

Beau Basse stated they could certainly move it if Council preferred that.

Motion by Councilmember Obagi to approve the strategic plan with these changes: the plus $35,000 for inclusive art installation of North Branch Library, direction for community engagement and public outreach.

City Manager Witzansky pointed out that to add the $35,000 they are going to need a 4/5 resolution or address the funds at budget season if they want to operate within the contingency.

Councilmember Obagi reported watching the Cultural Arts Commission meeting and their request was to have the appropriation done as soon as possible because they wanted LeBasse to be able to work on the LGBTQ project along with Artesia Blvd in phase one; stated ideally it comes back as a resolution in January so they can approve it on Consent.

City Manager Witzansky stated with that direction staff can bring it back quickly and confirmed it is a fully inclusive budget from the John Parsons Art Fund.

Discussion followed to clean up the verbiage being used so there is no confusion.

Councilmember Behrendt asked Beau Basse if he had any concerns over the changes Council is making.

Beau Basse stated the changes make sense and he liked the idea of keeping at least one crosswalk and if it works well they can maybe add to phase two; noted that the CAC did make a request for additional smaller scale works so recommended if they remove one

crosswalk to roll that money into smaller interactive elements; to answer Councilmember Behrendt's question whether the smaller interactive elements needed to be added in phase one or if it could wait till phase two, he stated the CAC and the community wanted more smaller interactive in phase one; recapped phase one would have the major gateway installations, a crosswalk, benches, and now the smaller interactive pieces.

Discussion followed on examples of interactive pieces such as viewfinders, or things mounted to light posts.

Councilmember Castle summarized his understanding of the installations as the median sculptures are to try to slow traffic flow of drivers going up and down Artesia, the crosswalks are for pedestrians, and that the smaller interactive pieces are for people walking along Artesia.

Beau Basse stated based on all the feedback having two median installations, one crosswalk (which will be a tester for phase two), concrete benches, and allocating some money to some smaller interactive elements would be great for phase one.

Councilmember Obagi stated his thought was to do a big bang of art that is highly visible down the median to send the message to the development community, as the City undergoes regulatory changes on Artesia Blvd, that the area is artsy and they rebuild and redevelop with art in mind.

Beau Basse said that was their thought in prioritizing the median sculptures in the first phase versus small interactive art.

City Manager Witzansky stated, from a fiscal standpoint, sculptures and the medians tend to have less interaction with pedestrians, tend to last longer, and have less risk of vandalism and have more of a legacy impact; stated the interactive sculptures will require maintenance and they have limited egress ingress space on the City sidewalks so the installations will be challenging; recommended keeping the interactive art to phase two.

More discussion followed regarding what phase one should include and the reasons why; maintenance requirements that will be needed, especially for the crosswalk, and the longevity of the installations.

Beau Basse assured the Council that every meeting he talks about the logistics of conservation and maintenance.

Mayor Light asked about the surveys for the installation at the North Branch Library.

Councilmember Obagi mentioned outreach and discussion as well for the public.

Beau Basse stated in their allocated additional fees they are expected to do additional community engagement.

Councilmember Behrendt seconded the motion made by Councilmember Obagi

City Manager Witzansky stated that staff will come back with a modifying resolution to add to this CIP and might even in the document clarify the allocation so it is clear to the public how the City is prioritizing the specific projects going forward; to answer Mayor Light's question, he clarified he is not bringing back the whole decision but want to make it very clear in the staff report how the $400,000 and now $85,000 will be allocated.

Motion carried 5-0 by voice vote.

O. CITY MANAGER ITEMS

City Manager Witzansky reminded everyone that the holiday closure is close and the last day for counter functions: building counter, planning counter, City Clerk's office, etc. will be next Monday; noted City Hall will be closed from December 23rd and reopen on January 2nd; encouraged the public to get any counter business completed by the end of business on Monday the 22nd for anything needed for 2025; announced that the January agenda will be posted by COB on December 22nd and the focus will be on phase two of the General Plan.

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND POSSIBLE ACTION REGARDING THE ANNUAL PERFORMANCE REVIEW FOR THE POSITION OF CITY MANAGER AND ANY DIRECTION TO STAFF REGARDING POTENTIAL CONTRACT AMENDMENTS

Councilmember Obagi reported the Council is called upon in their contract with the City Manager to conduct an evaluation every year; stated Council started the process in November, have had several meetings, they will continue the evaluation process into next year, and they made a motion to send it to the City Manager when finalized so he can review it and the Council and City Manager can discuss it in Closed Session in January; noted it is a confidential document; stated from what he has gathered the Council has great approval for the City Manager's work and wants to retain him; spoke highly of the City Manager from his own experiences in seeing the progress in City staff, programs, and the leadership in all the departments; provided numerous examples of situations that were handled by the City Manager's office; spoke of the constraints the City has by the lack of revenue that the City is not generating; stated that Council's recommendation is to increase the City Manager's salary from $295,000 to $305,000 which will take affect on January 1, 2026 and the term of his contract to be extended to December 31, 2028.

Councilmember Behrendt spoke of the position of City Manager being an intense and responsibility heavy position and he is running City operations in a community of 70,000 people and all the departments within the City; spoke in support of the annual increase in salary and commended Mike Witzansky on the work he does.

Mayor Light noted he has been involved in the City's politics since 2000 and Mike

Witzansky is the fourth City Manager he has seen; stated Mike Witzansky is the best performing, most forward leaning, and most sensitive to the community City Manager he has witnessed; spoke of the progress the City has had since Mike Witzansky has taken over the position and fully supports the recommendation.

Councilmember Waller spoke about the amount of work the City Manager does outside of normal business hours and commented that it is a 24-hour job; voiced support for the salary increase.

Councilmember Kaluderovic agreed with all the comments made but given the current fiscal situation felt a 2.5% increase would be more reasonable and, given it is an annual review, hoped they could do more in the following year.

Councilmember Castle spoke of the complexity of the City Manager's position and that he has grown to understand how much the City Manager needs to coordinate with the various departments and the functions of the City.

Councilmember Obagi commented that he understands Councilmember Kaluderovic's concern that the budget is tight but is concerned about compaction between the top of the City's other ranks and the City Manager; spoke of the City Manager's dedication to the City and the people that surround him and felt they need to show their appreciation for his commitment 24/7 to the City.

Motion by Councilmember Obagi, seconded by Councilmember Behrendt, to direct the City Attorney to prepare an amendment to the contract as provided in their subcommittee report.

Mayor Light invited public comments.

City Clerk Manzano reported no eComments and no one online.

Motion carried 4-1. Councilmember Kaluderovic was opposed.

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Mayor Light announced he would be out of town starting on Thursday and back on January 5, 2026 but would be available via email, text, and phone; asked Council for a referral to staff to discuss the legality of using automated license plate readers.

Councilmember Behrendt asked if they can have more discussion before making it a formal referral.

Councilmember Waller reported speaking to the Mayor about the item already and the request is for staff to look into the legality and viability of it before they come back to Council.

City Manager Witzansky stated, if it is a referral, staff would come back with a high level title which basically gives the Council the opportunity to discuss it conceptually and then provide staff direction to follow up on whatever policy issue might arise; stated if they wanted staff to look at it as a budget tool it would be explored through a BRR and would trail until the 26-27 budget consideration.

Mayor Light asked that it just be looked at from a legality perspective.

More discussion followed on the reasons for the request and whether it is a topic the Council would like on the agenda for conversation and then formal direction on follow up action.

Councilmember Behrendt stated he would prefer to postpone the referral until the first meeting in January so he could take a closer look at it since it is a potentially big item that will need the City Attorney's time as well.

City Manager Witzansky explained that until a referral is submitted staff will not work on the item, it needs to be added to their work plan, and until it is added no research will be done on it; noted that the City is in the process of appointing a new Police Chief and they will have to find the right timeframe for staff to work on the automated license plate reader.

Councilmember Waller questioned if Councilmember Behrendt's efforts would be duplicating what they are asking the City Attorney to research.

Councilmember Behrendt stated he is available to talk further if needed.

Motion by Councilmember Waller, in deference to the Mayor, seconded by Councilmember Kaluderovic, to request a referral to staff to look into the viability and legality of automated license plate readers for the City.

Motion carried 5-0 by voice vote.

Councilmember Behrendt clarified that he is not opposed to the referral but wanted to be mindful of staff's time and getting the new Police Chief settled in and didn't want to add to their plate without doing some research first.

City Manager Witzansky asked if there was a specific timeframe for the initial discussion.

Councilmember Waller suggested springtime which City Manager Witzansky was agreeable to.

R. RECESS TO CLOSED SESSION

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:
Redondo Beach Police Officers' Association, Redondo Beach Police Management Unit and Management and Confidential Employees

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

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

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

PROPERTY:
230 Portofino Way, Redondo Beach, CA 90277
(a portion of APN: 7503-029-903)

NEGOTIATING PARTIES:
John Warner, Marine Mammal Care Center Los Angeles, a non-profit corporation

UNDER NEGOTIATION:
Terms

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

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

PROPERTY:
239 & 245 N. Harbor Drive, Redondo Beach, CA 90277
(portions of APN: 7503-029-903)

NEGOTIATING PARTIES:
Allen Sanford, CA Surf Club

UNDER NEGOTIATION:
Lease Status, Price, and Terms

R.4. CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE PERSONNEL

MATTER/EVALUATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54957(b).

Title: City Manager

S. RECONVENE TO OPEN SESSION - None

T. ADJOURNMENT – 9:13 P.M.

T.1. ADJOURN IN MEMORY OF DR. C.M. CHANTAL TOPOROW, FORMER REDONDO BEACH COMMISSIONER

T.2. ADJOURN IN MEMORY OF LINDA NEAL, POET AND LONG TIME REDONDO BEACH RESIDENT

Mayor Light spoke of the two residents they were adjourning in honor of; noted that Linda Neal was a big supporter of the resident activities around the Harbor and over development and was sad to see her go.

Motion by Councilmember Waller, seconded by Councilmember Kaluderovic, to adjourn the meeting in memory of Dr. C.M. Chantal Toporow and Linda Neal at 9:13 p.m.

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, January 6, 2026, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

Mayor Light wished everyone a happy holiday.

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

Minutes
Redondo Beach City Council
Tuesday, January 6, 2026
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, Behrendt, Mayor Light, Obagi (arrived at 4:32 p.m.)
Councilmembers Absent:	None
Officials Present:	Mike Witzansky, City Manager Joy Ford, City Attorney Emily Bodkin, Administrative Specialist

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

Liaison Bodkin reported no eComments and one Zoom attendee.

F. RECESS TO CLOSED SESSION – 4:04 P.M.

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:
Redondo Beach Police Officers' Association

F.2. CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE PERSONNEL MATTER/EVALUATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54957(b).

Title: City Manager

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:
Labono, Greg v. City of Redondo Beach and Does 1-10, Inclusive Case Number: 25TRCV00715

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

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

PROPERTY:
239 & 245 N. Harbor Drive, Redondo Beach, CA 90277
(portions of APN: 7503-029-903)

NEGOTIATING PARTIES:
Allen Sanford, CA Surf Club

UNDER NEGOTIATION:
Lease Status, Price, and Terms

Administrative Specialist Bodkin read titles to be discussed at Closed Session.

City Manager Witzansky announced the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Joy Ford, Assistant City Attorney Cheryl Park, Human Resources Director Diane Strickfaden, Outside Labor Negotiator Laura Kalty, Outside Legal Counsel Jordan and possibly W.E.D. Director Greg Kapovich.

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

Motion carried 5-0 by voice vote.

G. RECONVENE TO OPEN SESSION

Mayor Light reconvened to Open Session at 6:06 p.m.

H. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Behrendt, Mayor Light
Councilmembers Absent:	Obagi
Officials Present:	Mike Witzansky, City Manager Joy Ford, City Attorney Marc Wiener, Community Development Director Melissa Villa, Analyst

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky had no reportable items from Closed Session.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Castle, seconded by Councilmember Waller, to adjourn to the Open Session at 6:07 p.m.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

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 6:07 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 Marc Wiener, Community Development Director Melissa Villa, Analyst/Liaison

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited veterans and active-duty military to stand and be recognized for their

service.

Emily, 5th Grader at Washington Elementary School, led in the Pledge of Allegiance.

Mayor Light asked all to remain standing for a moment of silent invocation.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/AB 1234 TRAVEL

Councilmember Waller spoke of saying goodbye to Chief Hoffman and welcoming in Chief Sprengel; reported going to a Kings game and spent 10 hours with Fire Station 2; announced the RBPD sponsored Blood Drive at the library on January 7th, and on Wednesday, January 14th the NRBBA is hosting a free mixer at Trusted Gut.

Councilmember Castle announced the monthly King Harbor Association meeting on January 7th to discuss future events.

Councilmember Kaluderovic recognized the Public Safety team for responding to a structure fire in District 3 over the break and the Public Works Department for all their work during the rain keeping storm drain clear; announced a Bike Rodeo hosted by the RBPD on January 31st at 10:00 a.m. and her District 3 Community Meeting to be held on Saturday, January 24th at 9:00 a.m. at the North Branch Library.

Councilmember Obagi recognized Officer Kyle Lofstrom for MCing at Chief Hoffman's retirement party; thanked the Engineering Department in Public Works for their work in repaving Grant Street to install protected bike lanes; welcomed back Paint 'n Pour in District 4.

Councilmember Behrendt reported an AB1234 expense for the League of California Cities meeting on Thursday evening.

Mayor Light reported attending a Mayors' meeting called on by the County Supervisor regarding housing and a meeting with the COG along with several other mayors; noted, during the Mayors' meeting, they were told those that help collect the distressed sea lions and sea mammals will get first order of service.

E. APPROVE ORDER OF AGENDA

Motion by Councilmember Obagi, seconded by Councilmember Waller, to approve the order of agenda as is.

Motion carried 5-0 by voice vote.

F. AGENCY RECESS

F.1. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

Motion by Councilmember Waller, seconded by Councilmember Castle, to adjourn to the Regular Meeting of the Community Financing Authority at 6:17 p.m.

Motion carried 5-0 by voice vote.

F.2. PARKING AUTHORITY - REGULAR MEETING - CANCELLED

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

RECONVENE TO REGULAR MEETING FROM AGENCY MEETINGS – 6:20 P.M.

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/Liaison

G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS

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

Analyst Villa reported three Blue Folder items: J.1, N.1 and N.2.

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, 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 JANUARY 6, 2026

CONTACT: ELEANOR MANZANO, CITY CLERK

H.2. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE

AGENDA

CONTACT: ELEANOR MANZANO, CITY CLERK

H.3. APPROVE THE FOLLOWING CITY COUNCIL MINUTES:
A. DECEMBER 9, 2025 ADJOURNED AND REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS
CHECKS 30488-30497 IN THE AMOUNT OF $11,870.06, PD. 12/19/25
DIRECT DEPOSIT 304852-305491 IN THE AMOUNT OF $2,757,692.86, PD. 12/19/25
EFT/ACH $9,849.69, PD. 12/11/25 (PP2525)
EFT/ACH $465,907.52, PD. 12/15/25 (PP2524)
EFT/ACH $470,083.53, PD. 12/29/25 (PP2525)

ACCOUNTS PAYABLE DEMANDS
CHECKS 122926-123035 IN THE AMOUNT OF $1,879,791.15
EFT CALPERS MEDICAL INSURANCE $569,815.21
DIRECT DEPOSIT 100010067-100010153 IN THE AMOUNT OF $108,371.35, PD.1/2/26
REPLACEMENT DEMAND 122925

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.5. APPROVE BY 4/5THS VOTE AND TITLE ONLY RESOLUTION NO CC-2601-001, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2025-2026 FISCAL YEAR BUDGET MODIFICATION APPROPRIATING $650,000 TO THE COMMUNITY DEVELOPMENT DEPARTMENT (CDD) - BUILDING AND SAFETY DIVISION - CONTRACT AND PROFESSIONAL SERVICES (OUTSOURCED PLAN-CHECKS) AND PLAN CHECK REVENUE BUDGETS REFLECTING BUILDING PERMIT FEE REVENUE IN EXCESS OF ANTICIPATED BUDGET TO SUPPORT OUTSOURCED PLAN-CHECK SERVICES

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

H.6. APPROVE THE PURCHASE OF ELECTRIC VEHICLE CHARGING STATIONS FOR THE CITY PUBLIC WORKS YARD FROM CHARGEPOINT, INC. FOR A TOTAL COST OF $81,610 USING CLEAN POWER ALLIANCE GRANT FUNDS

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.7. Pulled by Councilmember Obagi

Motion by Councilmember Obagi, seconded by Councilmember Castle, to approve Consent Calendar items H.1 through H.6 and excluding H.7.

Mayor Light invited public comments.

Ron Maroko stated he has some transparency questions for the Council regarding H.4; referenced a payment to US Bank Corporate in the approximate amount of $226,000 for a credit card payment for all the City employees and wanted to know who approves the credit cards for the employees and who oversees and reviews the charges, his second concern was an expense for the Redondo Beach Roundtable holiday lunch and wanted to know who attended and how the $420 payment is made for that expense; hoped he would receive a response from someone on those two items.

Mayor Light stated several of them went to the Roundtable holiday lunch; reported that the Council has a fund for lunches and those types of expenses.

Councilmember Obagi stated they also reported the expense on their AB1234 report.

City Manager Witzansky stated historically Councilmembers have participated in the Roundtable events, it's a community organization, and the holiday lunch is a typical expense that comes out of the Mayor and Council fund for expenditures for lunches, supplies, etc.; stated that the CalCard expenditure is an aggregated payment of all the employees that have credit cards to use for all types of office expenses, each CalCard holder is subject to the policies and procedures with having the card, and each expense needs to have the proper backup and is reviewed by each department's supervisor for approval; stated the number is large because it is hundreds of employees making purchases and it is a statewide program for municipalities that the City participates in and is run by US Bank.

Jim Mueller (item H.5), District 5, spoke in support of more plan-checkers; hoped the plan-checkers would require pre-existing mature trees to be highlighted on site drawings and builders will be encouraged to the full extent of the law to preserve them or specifically include replacements on final permitted drawings.

Allison Callaway (via Zoom) asked the City to encourage more tree planting and tree protection.

Mayor Light interrupted Allison Callaway to inform her that she is speaking under the wrong item. She stated she would wait.

Analyst Villa reported no other hands raised and no eComments.

Motion carried 5-0 by voice vote.

Analyst Villa read approve by 4/5ths vote and title only Resolution No. CC-2601-001.

I. EXCLUDED CONSENT CALENDAR ITEMS

H.7. APPROVE THE FOURTH AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND CITY MANAGER

CONTACT: JOY A. FORD, CITY ATTORNEY

Councilmember Obagi stated they completed the review of the City Manager's employment agreement in Closed Session and it became apparent to him that he did not understand the full extent of the duties of the City Manager; noted that over the last two years they have increased the City Manager's pay by $15,000 each year and proposed a $10,000 raise for this year due to the budget; spoke of the amount of output the City Manager and his leadership team have provided since Mike Witzansky started with the City; stated he and Councilmember Behrendt have discussed the matter and prefer to increase the City Manager pay to $15,000 instead of the $10,000 proposed in the amendment.

Councilmember Behrendt stated he would second the motion to increase the proposed amendment amount by $5,000.

Councilmember Obagi listed numerous City projects that are in progress or have been completed and stated normally projects such as these take years to get started but Public Works have begun them within months of the requests; thanked City Manager Witzansky for all he does for the entire City.

Mayor Light stated he fully supports the increase proposed by Councilmember Obagi and Councilmember Behrendt; noted since 2000, when he became involved in the City, he has never seen a City Manager and management team run as efficiently and productively as the one they currently have; thanked the City Manager for how he has handled all the challenges thrown at him and the excellent way he manages the organization.

City Manager Witzansky spoke positively of the organization as a whole; stated he could not do all he does without the collective support of the elected officials and hired staff within the City; stated that it is a pleasure to work for the City.

Councilmember Waller stated he was reluctant to change the dollar amount they had agreed upon already due to the fiscal situation they are in but not against the change either.

Councilmember Castle noted that they have had over 1,000 items come before Council that past year and have added other items due to the events coming to LA; voiced his support for the added $5,000 proposed increase.

Councilmember Kaluderovic agreed with all the comments made but felt that the City is not in a position to offer a raise given their deficit; stated she is still against the increase.

Mayor Light confirmed the motion on the floor was from Councilmember Obagi, and seconded by Councilmember Behrendt, to increase the City Manager's pay increase to $15,000 instead of the previously proposed $10,000.

Mayor Light invited public comments.

Ron Maroko spoke in support of the increase to the City Manager.

Niki Negrete-Mitchell, District 3, spoke in support of the increase for the City Manager.

Analyst Villa reported no eComments and no hands raised on Zoom.

Motion carried 3-2. Councilmembers Kaluderovic and Waller were opposed.

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

Maria Larisa Yasol stated she is a Real Estate professional and her interest is in community development; stated there are about 69,000 residents in the City, 28,000 housing units, and about 15,233 are owner occupied and about 13,314 renter occupied; spoke about 2,700 rental units coming available and felt the City needs to pause and focus on homeownership; asked the Council to put a hold on apartment rentals and direct attention towards home ownership.

Mayor Light stated the City is bound by state mandates.

Ron Maroko, District 3, noted it is the 77th anniversary of the City's charter and announced there is a display at the library to commemorate the occasion; asked the Council to make a staff referral to direct the Public Amenities Commission to organize events to commemorate the 250th anniversary of the United States as recommendations back to the City Council.

Pam Sund, District 3, spoke about tree planting and preservation in the City on both public and private property; noted that since most property is privately owned she urged the City and Commissions to update its guidance on when trees can be removed on private property and consider increasing the number of staff in the Building Department so there can be appropriate checks of property prior to tree removal and sufficient enforcement of the City's ordinances, rules, regulations, and guidelines regarding trees; stated that the tree canopy needs to be preserved and enhanced but will provide benefits for years.

Jim Mueller, District 5, reported that the tree canopy in Redondo is ranked 4th out of the 5 South Bay cities and the trend is fewer and fewer trees; stated that 75% of the trees in Redondo Beach are on property to be developed or private property and are not protected by the City's municipal code; spoke of builders only aiming to put as many units on a lot for more money in their pockets and stated trees just get in their way; mentioned there

are Councilmembers that do not feel it is vital to protect trees on private property and that owners have the right to do whatever they want on their property; spoke of property owners being allowed to do many things but spoke of mature trees contributing to people's quality of life and increasing property values for entire neighborhoods; spoke of the City doing all they can to plant and preserve trees on public property but nothing on private property, which is 75% of the property in Redondo Beach; stated preservation should be the first goal and more should be done to incentivize property owners to care for the mature trees.

Niki Negrete-Mitchell referenced the last time she spoke at the Council meeting was about the testing errors and construction issues along the Metro lines; stated excavation is known to cause stress on surrounding soil and noted that she lives near the trenches so is hypersensitive to all the associated risks and has a compromised immune system and may be displaced if the situation continues; reported over 300 senior residents may be displaced due to Metro's actions; stated on December 27th there was a natural gas pipeline that exploded in Castaic and caused more than 19,000 residents to shelter in place and research showed it was probably due to the movement of the surface that caused the pipeline to break; spoke about the risks of the Torrance refinery and the dangers of transporting people through that corridor; stated that the City cannot be complacent given the significant risks of the liquid petroleum gas and asked that the City take this seriously.

Jose, LA resident, reported on December 28th he was walking on the Strand and was struck from behind by an e-Scooter rider and injured badly; wanted to know if the City would consider putting more lighting in the area, imposing stricter rules on e-Scooters and e-Bikes, or imposing fines on the riders; spoke in support preservation of the tree canopy.

Councilmember Obagi asked the speaker where on the Strand he was struck.

Jose stated he was struck just below Veterans' Park.

Allison Callaway (via Zoom) spoke in support of the work done on the bike path and mentioned the benefit of the current Council working together as a team; commented that she feels tree planting and housing development can co-exist beautifully with the right type of planning; noted that Redondo's tree canopy is behind other neighboring cities but felt it is an opportunity for the City to think ahead to put the right protections and policies in place; urged the Council to put the correct policies and protections in place when it comes to housing developments and tree preservation and expansion so it could benefit the future of the City.

Analyst Villa reported no hands raised and one eComment on Non-Agenda Items.

K. EX PARTE COMMUNICATIONS - None

L. PUBLIC HEARINGS - None

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION ON DRAFT ZONING AMENDMENTS RELATED TO REVITALIZATION OF THE ARTESIA AND AVIATION BOULEVARDS IN ASSOCIATION WITH THE GENERAL PLAN LAND USE ELEMENT UPDATE AND THE ARTESIA AND AVIATION CORRIDORS AREA PLAN (AACAP)

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

Community Development Director Wiener noted he was joined by Planning Manager Sean Scully and Contract Planner John Ciampa; stated he was presenting an introductory discussion on the draft code amendments as a follow up from the August 5, 2025 City Council meeting; stated one direction given by Council was to eliminate the parking requirements and reported the City has since adopted an ordinance that does that; stated that Council gave them direction to increase the FAR to 1.5 for Artesia/Aviation in the Land Use Element and tonight they are presenting the associated development standards for that along with rooftop dining regulations; turned the floor over to John Ciampa to go over the details of the code amendments.

Contract Planner Ciampa provided seven development standards needed to achieve the increase in FAR:

1) Increase the FAR from 0.6 to 1.5
2) Increase the maximum stories from 2 to 3
3) Increase the maximum height from 30 ft. to 45 ft.
4) Require a 3rd floor setback of 5 ft from the 2nd floor building face fronting Artesia and Aviation Blvd.
5) Reduce the street side setbacks for corner lots from 10 ft. to 5 ft.
6) Increase the front setback from 3 ft. to 5 ft. in the C-2-PD zone
7) Eliminate the 10% usable public open space requirement

Contract Planner Ciampa stated along with the change in the development standards there have been design standards incorporated into the regulations in the zoning code for the AACAP:

1) Require a minimum 1st floor ceiling height of 12 ft.
2) Require higher quality façade materials
3) 70% transparency for glass windows for retail use along the first floor
4) Establish pedestrian oriented lighting

Contract Planner Ciampa provided some design examples taken from Venice, CA and Dana Point, CA of recent developments that show the features staff is recommending for the development and design standards; addressed the questions regarding rooftop dining regulations with four responses:

1) Require operating and performance standards addressing hours of operation, alcohol service, limit amplified sound, noise mitigation measures, seating capacity, and configuration
2) Allow limited rooftop structures at a maximum height of 10 ft.
3) Minimize visual and neighborhood impacts
4) Design requirements to ensure architectural compatibility and avoid lighting impacts

Councilmember Waller asked if the 45 ft height limit proposed is to accommodate the rooftop structures.

Community Development Director Wiener stated it is not, it is independent from the height allowance for the building.

City Manager Witzansky noted that one thing that came out of their research for the AACAP with potential developers was the ability to have extended ceiling heights in every story was critical and that is why they landed at the 45 ft for three stories.

Contract Planner Ciampa provided a couple of questions from staff to the City Council for some policy direction regarding the rooftop dining regulations:
1) Should the proposed rooftop dining regulations be considered under an Administrative Use Permit or a Conditional Use Permit?
2) Should rooftop dining be allowed exclusively in the AACAP or Citywide?

Community Development Director Wiener added that the Administrative Use Permit is similar to a CUP and can be customized by the City and is discretionary; noted the process would be more streamlined and it would be approved by staff.

City Manager Witzansky provided more explanation between a AUP and a CUP; noted that a CUP is the more rigorous process and often is the barrier and prohibition to interest; recommended the AUP.

Community Development Director Wiener went over the next steps needed to effectuate the changes:
1) Return to City Council on January 20th to continue discussion on Land Use Element, discuss Public Institutional Zone FAR, and schedule additional meetings if necessary for February
2) Land Use Element and code amendments adoption on March 3rd
3) Call for election on March 3rd
4) Election (Article 27) on June 2, 2026, limited to two items: 1) AACAP FAR limit, development standards, and rooftop dining and 2) Public Institutional FAR limit

Community Development Director Wiener stated if more time is needed it would be pushed to the November election.

City Manager Witzansky stated ideally Council would adopt the Land Use Element on

February 17th and stated March 3rd reflects the deadline for the actions; noted that their focus needs to be in getting to a conclusion on the matters Director Wiener listed out in order to get everything ready for the June election with the voters.

Community Development Director Wiener confirmed that staff's recommendation to Council is to receive the report, provide direction to staff, and to continue the Land Use Element discussion to January 20, 2026.

City Manager Witzansky noted that the individual policy decisions being presented that evening is an aggregation of a lot of work that has occurred over many months and they are critical steps needed to move forward with the AACAP; stated these development standards give the City the maximum flexibility to incentivize development along the Blvd; noted that even if it is approved the City always has the capacity to restrict the standards down the road and stressed the importance of the items subject to Article 27.

Mayor Light questioned the interpretation of the parts of the General Plan going to the voters and stated that Article 27 is written to compare against the as-built standard not against the current zoning and recalled there are a number of changes to the commercial elements from the GPAC; voiced his concerns with segregating elements of the General Plan and approving it at the same time and saying certain components don't get voted on and stated because in aggregate you have to look at it in aggregate.

Community Development Director Wiener stated he would review it with the City Attorney; noted he is not sure if they are legally obligated to combine all the changes; felt there is potential to have them bifurcated; stated the reason the FAR for the AACAP is triggering Article 27 is because that is an actual development standard; reported that on January 20th staff will do a full analysis of the Land Use Element but did not see anything else that would trigger the Article 27.

City Manager Witzansky added, as part of their January 20th presentation, they will incorporate and include any of the other elements staff views are intensifying their development opportunity.

Mayor Light questioned if all they are going to be approving, and voters will be voting on, are the general plan changes associated and the housing ones that are already incorporated and then everything else will be bundled into a separate general plan release that Council approves separately.

City Manager Witzansky stated it will follow an elective and an administrative track.

Mayor Light asked when it goes to an election versus the part that gets administratively approved.

City Manager Witzansky responded that they are starting to put that together; reported what would be subject to election on January 20th; stressed that they need resolution on the items that they need to tee up for the ballot.

Mayor Light still questioned the separation. More discussion followed.

Mayor Light mentioned that some of the items are ordinances and noted those would not go to the voters.

Planning Manager Scully mentioned that the Article 27 trigger occurs with major change in allowable land use either by General Plan amendment or zoning ordinance amendment.

Mayor Light stated that clears that up; voiced concern regarding the rooftop dining going up to 45 ft plus the extra 10 ft and felt they should limit the total height; asked what the percentage of the structure could be at that height and noted his concern is due to the close proximity to the street; stated with an AUP there needs to be certain standards to protect the privacy of residents but noted it is the Council's decision; stated he would prefer a Citywide rooftop dining ordinance and not just limit it to the AACAP; asked staff if they read the detailed comments made by Ms. MacMorran, Ms. Mitchell, and Arias.

Community Development Director Wiener reported reading the Arias one and briefly reviewed the other two.

Mayor Light suggested that staff should evaluate the comments and at the next meeting come back with an evaluation and their feedback; agreed with having transparency but stated with big windows there can be a negative side and wondered if the standards would prevent overly lit or gaudy appearance.

Community Development Director Wiener stated it would be addressed in the draft ordinance and would be subject to input and change or design guidelines to try to help achieve higher quality design; stated in their investigation of attractive storefront design it seems like glazing and being open to the public view is important.

More discussion followed regarding the guidelines, using the AACAP document and mirroring the guidelines to match the ordinance, and the ability to go back to the guidelines later since it does not pertain to Article 27; spoke about not repeating all the work they did with the smoke shop ordinance regarding the appearance.

Community Development Director Wiener stated staff intend to bring a Citywide signage ordinance before the Council next year; commented on the additional 10 ft. allowance for the rooftop structure is intended to be an unenclosed structure with an exception for elevators, which would be addressed in the code.

Councilmember Behrendt spoke in support of staff's draft; commented that everything they have hits exactly the direction Council provided at the previous meeting and thanked them; stated all the residents in his district are excited about the AACAP; supported the rooftop dining and felt it should be an AUP, liked the Surfer Girl graphic that was shown as an example; stated he doesn't want the rooftop Citywide decision to delay moving forward with the AACAP and commented that he does not feel all areas are suitable for

rooftop dining; reported reading all the comments submitted by the public and felt they were thoughtful but he did not feel a full staff assignment is needed for a matrix evaluation of the comments; supported moving forward with the item.

Councilmember Waller thanked staff for the thorough presentation and supporting documents; reported reading the comments received from the public; asked if tree and landscaping requirements should be part of this item or as a separate one.

City Manager Witzansky stated it would be covered in different administrative areas and not necessarily an Article 27 concern; noted they will evaluate the comments and public feedback and will find the appropriate place to add that type of design standard obligation but was unsure how critical it would be to the City's bigger election issue.

Councilmember Waller voiced concern about ground floor being at grade as opposed to allowing stairs up and for parking; felt if they are trying to make the area pedestrian walkable and friendly it is important that walking is at grade, similar to Riviera Village; supported AUP as opposed to a CUP; spoke in support of rooftop dining being Citywide and not just for the AACAP but if there are unintended consequences he was fine to not delay the process; stated rooftop dining in the Coastal Zone would be a good thing for both his district and Councilmember Castle's.

City Manager Witzansky noted the concern that if the process to ensure the standards are appropriate for all locations slows them down they will identify it and set it aside; stated if it can be easily applied throughout the community then they will go ahead with a Citywide rooftop dining policy vote.

Councilmember Obagi agreed with comments made by Councilmembers Behrendt and Waller; stated the problem is that business owners are being forced to leave due to rent increases but then the property owners leave the buildings empty and make no attempts to revitalize their property or bring economic prosperity to the area; stated his number one concern regarding development on Artesia Blvd is the impact to the adjacent residential neighborhoods; asked to share slide 2B which showed that the City, under the City's ordinances, has allowed properties to develop all the way to the property line which gives no space to the residents; noted, under the new roof top ordinance, it says rooftop dining operations shall be set back 20 ft from a property line that is contiguous to a residential zone; showed on the slide that the setback would be an improvement and commented that this drastic change is what is needed in order to incentivize revitalization/reinvestment on Artesia Blvd; stated the repetitive thing they hear is the quicker the City can make the path to redevelopment on Artesia Blvd the more success they are likely to have; addressed the concerns made by Ms. Mitchell regarding someone exercising AB 2011 and stated he is inclined to support going with the maximum 45 ft for the reasons that the City Manager stated; addressed the Mayor's concerns regarding privacy for the residents adjacent to the structure and wondered if there weren't some type of privacy treatments that could be required.

City Manager Witzansky stated they would encourage developers to move the use

forward and create buffers to prohibit people from nearing the edge of the property that would allow them to look down into neighboring residential properties; noted for safety reasons setbacks would be required from the roof's edge anyway.

Councilmember Obagi stated he strongly favors getting the item on the ballot for June.

Councilmember Castle supported the AUP, the Citywide rooftop dining, and the 45 ft height limit plus the 10 ft; noted that parking requirements for restaurants may prohibit additional restaurant square footage and may be a limiting factor for restaurants around the City; stated that it is great that ultimately the voters will approve it; opined a matrix is not needed for the Blue Folder items and other comments that they received that evening but that they can incorporate them into their overall planning.

City Manager Witzansky stated they can take the comments and put them into themes or buckets, and they can be addressed in the staff report on the 20th.

Councilmember Kaluderovic felt that they are in a consensus to push the item for June; thanked staff for preparing and acting with expediency.

Mayor Light voiced support for the AUP and reducing bureaucracy to encourage investment; opined that Council needs to establish some policies that staff can act on so they know what the Council's is interested in; stated the policies should be instilled at the same time or in close conjunction with the vote; supported moving forward as long as they make sure they are not violating Article 27.

Discussion followed to summarize the actions Council supported.

Community Development Director stated in February they will take it to the Planning Commission for comments and will relay the comments to the City Council; reported that on March 3rd they have the adoption of the Land Use Element and the zoning ordinance, that would effectuate the code modifications, and they will call for the election on March 3rd, and it will go on the June 2nd election; stated staff will evaluate how Article 27 applies to this and whether certain elements can be bifurcated so they have a clear answer at the January 20th meeting.

Motion by Councilmember Waller, seconded by Councilmember Kaluderovic, to receive and file the presentation and follow Council's direction for the rooftop dining and AUP and to continue the discussion to the January 20th meeting.

Mayor Light invited public comments.

Jim Mueller stated that Beau Basse conducted the only survey of North Redondo residents that he could find; noted that he did not hear any reference to a consumer survey or any discussion of what the people living around Artesia actually want; read from Beau Basse's report: "Most respondents said they primarily travel along Artesia by car, with fewer walking, biking, or using public transit; many noted that they would walk or bike

more often if they corridor felt safer and more comfortable, they specifically mentioned speeding traffic, narrow sidewalks, and limited crossings as major barriers. Overall, Artesia Blvd is viewed more as a vehicle corridor than a pedestrian friendly community street."; stated he had presented to the Public Works Commission a four part plan to improve Artesia walkability and hoped they would consider it and forward their recommendations to the Council; spoke about big buildings creating an oppressive feeling on the corridor and that fancy rooftop dining will not succeed in a neighborhood that is primarily middle-class families; stated a commercial district must serve the demographic in order to be successful.

Teresa Mitchell, District 4, thanked Council for considering her comments and for all the work they have done; noted that MU-1 was not included in any of the zoning changes in the AACAP and stated if they are going to add design standards it would be good to have those included in that part of the corridor (from Aviation Way to Slauson); felt that it is important to be very specific on what the City wants in the commercial development because, even though they have a broad envelope for things to change, they most likely won't change again since it has taken this long already; stated the biggest thing is the height limit and spoke of the single-family homes off Aviation where residents would not want people to be able to look into their bedrooms; suggested that lots over a certain size would have the public open space.

Maria Larisa Yasol stated she has lived on Artesia and Prospect for about 20 years and that the problem there is traffic and the division between North and South Redondo; spoke of the speed limit on 190th and Artesia at 35 MPH and suggested they slow it down to 15 MPH.

Holly Osborne, District 5, spoke of the "no parking" requirements and asked what will happen when there's no parking left; asked the Council to explain it to her.

Councilmember Obagi responded that in the AACAP they found 60% or 40% of the street parking on Artesia Blvd was unoccupied most of the time and there are no parking meters; learned from the development community and the UCLA Center for Parking Policy that parking does not need to be mandated; reported he went to a seminar where different communities talked about repealing their parking ordinances because the market will dictate how much parking is needed; stated the AACAP has a plan to eventually fund and acquire a City parking lot.

City Manager Witzansky added if a parking problem is created after they utilize all the surplus spaces the City can reinstate parking standards; noted that would mean they were successful and it is a problem they would welcome.

Discussion followed that no public vote would be needed for that, just an administrative action by Council.

Analyst Villa reported no hands raised on Zoom and two eComments in support.

Councilmember Obagi referred back to Jim Mueller's point about the sidewalks not being wide and stated he fully agreed with him; stated the summary in the staff report says the ordinance requires a setback of at least 3 to 5 ft in the front yard to expand the sidewalk space but to get that additional sidewalk space somebody needs to tear down the building and build something new; stated there is no incentive if they keep the standards the same; stated he appreciated Ms. Mitchell's comments regarding privacy; voiced concern that even if 3 to 5 ft is added to the sidewalk that pedestrians will still be walking pretty close to the storefront and wondered if people would be able to see flat signage on the storefront; suggested possibly adopting at a later date requirements for some sort of blade signs for better visibility; asked staff if they could come back with design standards that have privacy protections.

City Manager Witzansky stated yes and that it would be part of the AUP process; noted it would be a critical condition and concern of staff to evaluate how it would impact adjacent residential communities with proposed projects; pointed out that a lot of deliberative, community outreach and public input was put into the development of the AACAP and they are at the tail end of the process now; noted that the elements that were enshrined in the AACAP are reflected in their recommendations.

Mayor Light added that the GPAC had open meetings in different parts of the community and lots of public vetting was completed.

Councilmember Obagi stated he had a number of community meetings to discuss Artesia Blvd.

Mayor Light noted they also approved a contract with Arias to help market and pull in key businesses that they feel would be a good fit for the area.

Motion carried 5-0 by voice vote.

Motion by Councilmember Behrendt, seconded by Councilmember Castle, to take a five-minute break.

Motion carried 5-0 by voice vote.

RECONVENE TO REGULAR MEETING FROM RECESS – 8:08 P.M.

ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Mike Witzansky, City Manager Joy Ford, City Attorney

Marc Wiener, Community Development Director
Sean Scully, Planning Manager
Melissa Villa, Analyst/Liaison

N.2. DISCUSSION AND POSSIBLE ACTION ON THE GENERAL PLAN LAND USE ELEMENT UPDATE WITH A SPECIFIC FOCUS ON POLICIES RELATED TO HISTORIC PRESERVATION

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

City Manager Witzansky stated the item is an introductory conversation, it was part of the City's strategic plan, and they are looking for a broad policy reaction and discussion that evening; noted nothing needs to be resolved that evening and it is not as time sensitive as the other items discussed that night.

Community Development Director Wiener stated they would be discussing the policies that evening and receiving policy direction from the City Council; provided an overview of the City's current Historic Preservation Program and consists of: 1) the municipal code ordinance, which provides the process for nominating a structure and the allowance for a Mills Act, 2) Historic Context Statement, which is a document that digs into the history of the City, and 3) a Historic Preservation Plan, which is similar to a guideline document; reported that the municipal code has several stated purposes of the program and highlighted a few: 1) to safeguard the City's heritage by encouraging protection of landmarks, 2) fostering civic and neighborhood pride with the sense of identity and historic buildings, 3) to enhance the visual character of the City, and 4) to protect and safeguard property rights, which also factors into the process for nominating a property as a historic landmark; stated, pursuant to the City's municipal code, the process for a local landmark can only be nominated by the property owner, the property must be at least 50 years old or it can be 30 years old but needs to be exceptional or at risk of demolition and needs to meet specific criteria; spoke about the process for creating historic districts; reported the City currently has 154 properties on their register for historic landmarks, they were all owner nominated and eligible for the Mills Act; stated the Mills Act is an agreement that reduces property taxes in exchange for the owner's agreement to do maintenance and repair on the historic building; noted you have to be a landmark property in order to obtain a Mills Act contract; explained the criteria for landmarking; reported there is another category separate from the landmark properties called the Potential Historic Resource List and it is comprised of properties not designated or listed by the owner but based on a survey that was performed between 1986 and 1996; explained that the historic resource survey was done by a professional that drove through the City, did a windshield survey, evaluated a lot of different houses and decided based on the architectural characteristics that they should be included on the list; reported there are over a thousand properties on the list; stated 173 of the properties on the list are rated A or B and according to the municipal code they are treated as historic resources; stated the properties require a Certificate of Appropriateness for modifications or demolitions to the building that goes before the PAC; noted the staff report contained some issues with this: 1) the Public Resources Code notes that the survey should be updated every five years to stay legally

valid, and in this case the survey is 30 years old, 2) the mandating of treating the property as historic conflicts with the sections of the code that say it requires owner consent, and 3) due to the conflict in the code, there is limited ability to impose the historic requirements on the properties that are on the Resource List that are deemed potentially historic; explained that the Certificate of Appropriateness (COA) is the discretionary process if any modifications are to be made to a landmark property or a potentially historic property and contains criteria in order to issue the COA; noted that it is issued by the PAC and when reviewing the Application for Modifications they apply the Secretary of the Interior Standards for Rehabilitation; provided details on the Standards for Rehabilitation; stated in order for CEQA to apply to a historic resource it must be eligible for the state or national register or listed on those registers and noted that one of four criteria need to be met for the state register; stated criteria number 3 is the one that triggers it the most since it is related to the architecture or if there was a noteworthy architect that designed or constructed the building or if someone of importance was associated with the building (noted it is very subjective and a matter of opinion); stated he wanted Council to be aware that CEQA does cover historic preservation but it does not address the local landmark properties only those that are eligible for the state and national register; stated the reason they are discussing this item is because there are policies in the Land Use Element that address historic preservation and the City's existing General Plan Land Use Element does not have any historic preservation policies; reported he has provided a list in the staff report for them to review but wanted to highlight Policy LU-7.1; reported that the Planning Commission reviewed it on August 1, 2024 and provided some recommendations for it and recommendations for the implementation measures of the historic preservation policies; stated that the recommended modifications address strengthening the City's ability to designate a resource and create a process to give the City more control when a resource is designated as opposed to the property owner; stated the other policies in the General Plan Land Use Element are straightforward; asked the Council: Should the Land Use Element Policies and associated ordinance that the City has continue with the voluntary designation or provide the City with the ability to designate properties; noted that mandating historic designation would provide greater protection for properties 50 years and older however it would impact property rights and comes with potential legal and political challenges; reported the City sees about 3 to 4 properties voluntarily listed each year because they want to obtain the Mills Act contract.

Councilmember Behrendt asked, "What is the Mills Act contract?"

Community Development Director Wiener went over the details of the Mills Act contract; noted that the owner agrees to perform repair and maintenance in exchange for the savings in property tax reduction and the time period is 10 years but they can renew it at the end of the 10 year period; stated there is loss for the City in terms of property tax revenue.

Mayor Light asked how many properties the City loses due to demolition or alteration that are in the A and B category.

Planning Manager Scully stated, in the last 10 years, the City has taken 3 to 5 through

the process that were A's and B's that were delisted and demolished; noted that the historic research was extensive and they had alterations done without permits and the quality of the historic resource had been significantly degraded.

Mayor Light stated he noticed the City had tracked it through 2021 but has not been tracked since according to the documents staff gave them; spoke of the list being inaccurate.

Planning Manager Scully reported that they are reviewing the lists and have been doing a lot of work on the list to get them accurate.

Community Development Director Wiener felt they could increase the number of volunteer applications with more outreach, marketing, and education of the Historic Preservation Program; reported that he is working with a subcommittee formed by the Public Amenities Commission to brainstorm ideas on how to market the program and update the City's webpage; wanted the Council to consider whether to amend the municipal code to remove the requirement that Potential Historic Resources rated as A or B be treated as historic landmarks; explained that the list is 30 years old and legally fraught, and the list has 173 properties where the owners did not provide consent; asked whether the City should move forward with preparing an updated historic resources survey at this time; noted the added benefits but also noted it would be costly and take up significant staff time but would create a new list of Potentially Historic properties; stated staff's recommendations that evening is for the Council to: 1) receive and file the report and provide policy directions to staff, 2) continue the Land Use Element discussion to January 20th, and 3) direct staff to prepare an ordinance amending the municipal code making it so that Potential Historic Resources are not treated as landmark properties; noted that if Council prefers to go in the direction of making it a mandate, then the City should probably change the code to make it consistent.

Mayor Light spoke about a property that was related to the Dominguez family, was one of the oldest buildings in North Redondo, and very historical but the City was not able to save it; stated, even though staff says the ordinances give the City all the power, they seem to have no teeth and were not able to save the most historic building in North Redondo and asked if he is getting that wrong.

Planning Manager Scully recalled that the historic resource or Potential Historic Resource was in a significantly degraded condition and as a result qualified through the Certificate of Appropriateness to be demolished.
Mayor Light stated he saw the pictures in the paper and it looked very historic and the City just let the person demolish it; asked why the City even has preservation as part of their policies and stated he doesn't understand why staff is recommending going even worse than they are today with their policy; spoke of all the historic buildings on his street are eroding; commented that the City's standards don't mean the home cannot be altered, it just has certain requirements to keep that historic look and historic structure; stated the City is losing several of the historic homes and noted that many go to developers who wouldn't voluntarily enter it and they tear them down to build.

City Manager Witzansky said he appreciates the policy concerns the Mayor is raising; stated the basis for the recommendation is to address the inconsistency, the legality, and the basis for the A and B designation that exists in the current code.

Mayor Light asked why the recommendation isn't to make the rest of the ordinance congruent with the mandatory evaluation.

City Manager Witzansky stated that the basis for the A and B must be substantiated through a more iterative process and in order to have that process the City will have to spend money and significant time.

Mayor Light noted both the Budget and Strategic Planning session says staff are to prepare a contract for completion of Citywide Historic Resources survey.

City Manager Witzansky stated the Community Development Department does not have the capacity at this time to execute what is needed and it will be very labor intensive; stated, for now, it becomes a broad policy discussion that the Council needs to have on whether they want a voluntary program or if they want a more restrictive obligatory program and went into more explanation.

More discussion followed regarding the inconsistencies with the current ordinance, why the program has not been an issue thus far, and the inability of the City to justify a denial due to the nature of the survey and when it was created.

City Manager Witzansky stated that the balance of this discussion is policy and whether the Council believes the community wants to preserve these things more rigorously or if the City wants to stick with the more voluntary based program.

Mayor Light stated cities such as Eureka have implemented stronger ordinances and have provided economic value to their city because they are preserving history; spoke of the City losing character and history every time one of those homes is torn down and noted a few examples of artwork that may be torn down since the City has no process to preserve the art on the buildings, landmarks, etc.

City Manager Witzansky stated that is all true and Council needs to make the policy call and pick a lane so that staff can advise how to execute that lane.

Mayor Light went into more discussion regarding the Mills Act and that it is a temporary savior since it is only for 10 years and the children that inherit the property tear it down; stated that he is appalled at the lack of care for the City's historic heritage.

Councilmember Behrendt felt the recommendations by staff strike the right balance; felt the voluntary program is making good progress; supported the PAC subcommittee to do additional outreach and educate people on the program to help the community understand the benefits and incentivize those that qualify; stated if that is the direction

Council decides to go, they would like to have updates from Director Wiener; stated the mandate seems controversial and unnecessary and would like the City to have the opportunity to do the additional outreach first; stated, on a personal note, that he is reluctant to invade the province of a private owner who may not be in a position to maintain it or may need to use it for financial obligations; noted that the City is not in a position to buy the homes and take them over; commented on the cost of the historic survey being about $175,000 plus the extensive staff time that would be needed to do the survey.

Mayor Light asked if the City has lost historic homes and if they have added to the 175 historic homes.

Planning Manager Scully stated some owners have demolished Potentially Historic Resources and nothing has been added to the list since they survey.

Discussion followed that some homes have been added to the register through the historic landmarking, that there might be a net increase but unsure of the number, and that some A's and B's have been lost but that they are unsure of the numbers that have been added or lost.

City Manager Witzansky pointed out that the windshield survey was done in 1996 and is so outdated it is hard to know the validity of it.

More discussion followed regarding the program being ineffective, that they have potentially lost historical homes due to modifications made to the homes, and areas where historic homes were lost and more modern construction was developed.

Councilmember Waller stated he is hesitant to go forward with opting people in if they don't have a full accurate survey; spoke of the windshield survey being outdated; suggested a piecemeal approach might be the way to approach it until they have the resources in the budget to do the full survey; reported talking to the City Manager about doing a less formal survey, creating a list, and then do some strong outreach and marketing to inform people that they have a Potentially Historic Resource; noted that people have been opted in without their knowledge; felt the informal identification, communication, and marketing could be productive and they could also facilitate in connecting owners of historic properties together since they would have similar issues and they could possibly help each other with contractors; spoke about the criteria of the home being 50 years old and felt that it was no longer a good criteria anymore and suggested they choose a date of significance.

Mayor Light agreed that the way the City has done it in the past is wrong; noted other cities' ordinances coordinate with the current owners of designated properties; stated the grading system does weed out whether a home should be historic or not and not based only on age.

Councilmember Castle asked the City Attorney, that in terms of enforcing it, because

there is a disagreement between what the City has in the ordinances and what they have in policy, would it be easy for a person to sue and defeat being included on the list.

City Attorney Ford stated he was correct.

Councilmember Castle suggested they clean up the language just for that sake; agreed with the points brought up by Councilmember Behrendt that the program should remain voluntary and that the Mills Act is a great program to protect the City's history; stated databases are now available and they have the Certificate of Occupancy of every building in Redondo Beach and could easily do a search and contact owners of properties of a certain age and educate them on the historic designation.

More discussion followed regarding the data gathering and update of the previous inventory.

Community Development Director Wiener stated it would be important that the survey does not go straight to making the property historic as it does now unless that is the policy direction the Council wants to go.

Councilmember Castle noted another reason they should keep the program voluntary is that the first half of their meeting has been on reinvigorating Artesia and on the Land Use language that would include commercial properties and most of the commercial properties on Artesia are more than 50 years old which would cause issues to revitalization if they made it mandatory.

More discussion followed.

Councilmember Kaluderovic stated wealth is accumulated through property ownership than any other means; pointed out that younger generations do not have the same opportunities that previous generations had to capitalize on that wealth and it is not for the City to determine what is appropriate; stated there needs to be a balance of how they structure this to preserve history but they can't decide what wealth people get to keep; spoke of the City needing to do a better job, update the survey, and increase outreach to inform residents that have the potential properties; stated they need to be careful how they talk about those who might be participating in wealth that has been passed down.

Mayor Light stated he thought it was included in the budget.

City Manager Witzansky reported it was approved in the 24-25 fiscal year budget, but it has lapsed and would need to be re-approved and reinstated in this current fiscal year.

Mayor Light commented that he does agree that they are not there to be arbiters of wealth that owners have built up through the years but they are the only entity that can do historic preservation of the town and it is part of their responsibilities and they need to balance that; voiced his passion for this item and felt they need to not go backwards from the little protection they already have; noted that the Planning Commission was asked for

feedback but the Public Amenities Commission was not and he would like to know what they recommend.

Community Development Director Wiener stated the code specifies that the Planning Commission is charged with reviewing modifications to the General Plan and the Public Amenities Commission does not have that responsibility.

City Manager Witzansky stated it is perfectly fine if the Council wants to refer this conversation to the PAC and it will not hold up the election; felt their advice would be appropriate.

Public comments were invited.

Ron Maroko apologized to Community Development Director Wiener for the comments he would be making; stated the Mills Act document that the Community Development puts out is from 1993 and pointed out that the contract renews annually but it is a 10-year contract; opined that the City does not need to amend the ordinance and it should remain a fully voluntary process, there is no reason for the City to designate landmarks; stated the City has the ability to designate historic districts and encourage people to do it; stated he has presented documents to modify the Mills Act contract to encourage the people who are getting landmarked to be part of a historic district and he hoped it would be added to the policy; hoped that Council will direct the City Manager to direct Community Development to make it a priority; stated he thinks the problem is that everything that comes to the Public Amenities is reactive and the City needs to do better at being proactive; noted the first thing that needs to be done is to get the Certified Local Government Report filed and stated the City is one year delinquent; noted that he volunteered to help with the report; stated they have control over historic districts and they have two in the City; reported submitting one on North Garnet Street back in September and they are waiting for it to come back; stated when the PAC agendize items they would like to see it come back to the PAC but they are told it is policy and needs to be directed to Community Development to put it back on; referenced a policy book in the Council's materials and stated they should look at pages 337 and 341 to 345 because there are issues, actions, and objectives that can be done; stated he is going to pass out something that goes back to 2010 on education programs; wanted to talk about the resources services but ran out of time.

Motion by Councilmember Waller, seconded by Councilmember Kaluderovic, to receive and file the materials submitted by Ron Maroko.

Ron Moore reported that he and his wife own the last property listed in the landmark book; stated it just went through the landmarking process in 2024 and Community Development Director Wiener helped them with the rest of the process for the Mills Act; clarified that the Mills Act is a 10-year contract that auto renews every year so you're always ten years out; explained the benefits of the Mills Act to clear up confusion; stated that their house was listed in the 1986 survey as an A-rated craftsman and in 2022 they went to the Planning Department to talk about making a small kitchen addition and to get some

guidance; stated that the A and B listing is a starting point and not an ending point; spoke of the list being used as a starting point for the City and if he had known they were subject to the restrictions upfront they could have saved a bundle on taxes by landmarking the property when they bought it and not 24 years later.

Monica Moore, 707 South Broadway, stated she is proud to be on the list; disagreed with recommendation number 3 and felt that it goes against everything that the City has been working toward; recommended they update the survey and provide a resource list for homeowners and suggested they look at what other cities are doing that have Historical Resources like Redondo; strongly urged the Council not to weaken the program and to keep the list.

Teresa Mitchell reported that she has permitted a lot of properties in a lot of different cities and what she has found is that the cities with a robust Historic Preservation Ordinance adds value to the Historic Resources; stated the City of Pasadena has a great historic group and a lot of resources for residents; noted that San Diego's process eliminates using resources to go out and spend money doing surveys by including a secondary questionnaire in their permit process which has the owner provide the additional criteria needed; noted that the City's historic preservation ordinance does not have enough information in it that helps a builder.

Christina Kelly stated preserving historical homes in Redondo Beach matters for the environment, homeowners, and renters; noted it is how the City, especially through the Mills Act, can strengthen and expand historic preservation; spoke of the historic homes reflecting the early development of the community and when they are demolished the City loses the tangible connection to the shared history and identity; spoke about the uniqueness of the different styles of homes and that without preservation neighborhoods risk becoming uniform and losing the charm; stated historical preservation is also about environmental responsibility and noted that a historical home's construction related carbon was released decades ago but if it is demolished and a new build is done it creates a massive new carbon impact through demolition, waste, landfill use and carbon intensive materials; stated that the Mills Act is a preserving tool that provides significant property tax reductions and makes historical homeownership more affordable; pointed out that most homeowners are unaware of the program and the City could do more with increased outreach, clear guidance, workshops, and provide real examples of local tax savings; suggested simplifying the application process and offering staff support to increase participation in the program and if they expanded the eligibility to include bungalows and cottages it would ensure preservation is inclusive of the whole community; suggested pairing the Mills Act with additional incentives such as reduced permit fees, grants for repairs, and flexibility for energy efficient upgrades would further encourage participation; stated public recognition through plaques, walking tours, and City features could also foster pride and interest in historical ownership.

Vanessa Cabello (via Zoom), District 4, stated that she worked at the Getty Conservation Institute and strongly supports historical preservation; disagreed with the assessment that the City's current program is effective; stated that voluntary programs fail to provide

meaningful protection at demolition or under redevelopment pressure and Redondo Beach needs more teeth legally; stated that the City can't let redevelopers shape the City's history and the City needs a strong, enforceable preservation ordinance, not voluntary; offered to serve on any committee to help make it happen and ensure the homes are protected for future generations; suggested that a non-profit be created such as Friends of Redondo Historic Preservation and raise funds for preservation projects; suggested the City partner with other non-profits, update the survey, create a referral list; offered to take care of creating a referral list and establishing a network of current landmark owner groups to share resources.

Analyst Villa reported no other hands raised and one eComment in support.

Councilmember Obagi voiced opposition to spending $175,000 plus on a survey and agreed with Councilmember Waller's suggestion to increase the awareness so people can voluntarily enroll their properties as a landmark; suggested they put on the City's website a page that allows people to submit a suggestion of a historic property in Redondo Beach, they type in the address, the address comes to the City, and the City sends out a form letter to the property owner that details out the benefits of enrolling their home in a historic landmark; noted that would cost about $22,000 in postage if it was sent to the 28,500 households in Redondo Beach; stated they don't go through with a new registry until they have more in their coffers and, rather than making them designated as landmarks, they make it as a rebuttable presumption of a landmark; voiced concern with situations where a family inherits a property and then they have to deal with restrictions on what they can do with the property if their parents didn't register it as a historic landmark; asked the City Manager his thoughts on increasing awareness by creating a registry and how they can enhance the City's landmark designation ordinance but keeping it voluntary.

City Manager Witzansky stated it is worth the City exploring how to assess the current inventory, better understand it without forcing an expansion of the opt-in requirements; stated the reason for the recommendation wasn't to erode the teeth that are currently in the City's ordinance but to really call out its true validity under the law; noted that the problem is the inconsistency and if pushed or tested on them the City wouldn't have much of a basis to stand on; stated they want clarity in their process and suggested Council allow staff to research some data gathering options or outreach options that they might have and come back with estimates on cost and ideas on outreach; stated what the Council needs to grapple with is does the City want to stay in the voluntary lane and clean up their documentation associated with that process or does the City want to be more aggressive and if so, that will need to be followed with specific iterative actions that will cost time and money; stated he doesn't want to tell the Mayor and Council whether they have had a net increase or decrease because an assessment of the A and B list hasn't been done; suggested they do an interim measure before doing a full historic resource update that requires an opt-in outcome.

Mayor Light voiced his concern with the recommendation that Councilmember Obagi made regarding looking at cities such as Pasadena because they are not voluntary, they

have a mandatory component; agreed they should look at other cities rather than write it off.

Councilmember Obagi clarified that they borrow regulations to the extent that other cities regulate landmarks or designate properties for those that have self-designation.

Mayor Light voiced opposition to having a Citywide submission for possible historic designation or landmark because staff would need to qualify all of them and it would be time consuming.

Councilmember Obagi and City Manager Witzansky stated to let staff evaluate it and come back to Council with some information.

Mayor Light stated that he would like the PAC to review it.

City Manager Witzansky reported that the PAC has a subcommittee for it and that is part of their follow-up work effort.

Community Development Director Wiener wanted to note that the Potential Historic Resource List would not be eliminated, it will still exist in the record and will be referenced in the code; stated that staff could massage the language to reference to evaluating and seeking for the owner to nominate for landmark but not necessarily to the treatment of the property; stated he is excited about the outreach the subcommittee and himself have been discussing and hoped they would be able to roll some of it out over the next year; spoke about the focused effort of mailing property owners that are currently on the A and B list, and additional ones they have found, making them aware of the Mills Act and felt it would significantly increase the interest.

Mayor Light noted that Community Development Director Wiener was also in Carmel and Laguna Beach and asked about their preservation.

Community Development Director Wiener reported that Carmel was not voluntary, it was city designation; noted that there were a lot of outraged property owners and several were removed; stated that it was a very involved process that involved findings to be well documented and historic professionals to do a write up; reported that Laguna Beach had a similar situation to Redondo Beach where they had an outdated inventory list and they had inconsistencies which brought backlash; stated he helped the city adopt an ordinance that made it more of a voluntary program but reported that it still remains contentious to this day.

Mayor Light asked if Director Wiener knew what Monrovia and Pasadena have in place.

Community Development Director Wiener stated he doesn't know specifically but from his understanding it is a mandatory program, they have historic districts; noted that, in terms of program standards, Redondo Beach is consistent with other cities and they all apply the Secretary standards, they have historic commissions that review the projects,

and they have professionals that review it for compliance; stated what differs from other cities is the designation of the property and how that is decided, voluntary or mandatory; stated that the Secretary standards are guidelines and the local jurisdiction interprets those how they choose and some apply it more rigorously and others are more lenient.

Motion by Councilmember Behrendt to continue with the voluntary program, to empower the Director to engage in a more rigorous outreach and education including consideration of a web page for people to get more information and use that as a resource, receive and file the report, and do the cleanup in the ordinance as needed.

Mayor Light asked if he could add to send it to the PAC for their recommendations.

Councilmember Behrendt stated he wanted the PAC to work with Director Wiener on that outreach.

Councilmember Obagi stated he would second the motion but asked Mayor Light what he wanted to see from the PAC.

Mayor Light stated they received the Planning Commission's recommendations and wanted to hear from the people who administer the program for their recommendations.

More discussion ensured that if they add the direction to receive the PAC's recommendation then they would have to bring it back to reconsider based on their input.

Councilmember Kaluderovic offered a friendly amendment to include the subcommittee and volunteers that want to take the lead in the suggestions they made earlier that evening.

Community Development Director Wiener stated he would report back to the City Council on the progress of that subcommittee and the programs.

City Attorney Ford asked if the referral would include any amendments to the Mills Act as previously mentioned.

Discussion followed on the suggestions Ron Maroko referred to staff regarding the historic district.

Community Development Director Wiener stated staff has received direction from Council to make code amendments and they could address the Mills Act requirement in the ordinance and have something that encourages and incentivizes districts.

Councilmembers Behrendt and Obagi agreed to the amended motion.

Motion carried 5-0 by voice vote.

Motion by Councilmember Behrendt, seconded by Councilmember Obagi, to take a five-

minute break at 9:40 p.m.

Motion carried 5-0 by voice vote.

RECONVENE TO REGULAR MEETING FROM RECESS – 9:51 P.M.

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/Liaison

N.3. RECEIVE AND FILE A REPORT ON TEEN CENTER ACTIVITIES AND PROGRAMMING

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

Community Services Director Hause introduced Michelle Pinedo, Recreation Manager, and stated they are providing an update on the City's Teen Center and the programming and activities they have had since its opening; acknowledged Manager Pinedo's role and hard work in setting up the Teen Center and turned the floor over to Manager Pinedo.

Recreation Manager Pinedo started off the presentation with images of the Teen Center pre-Covid 19, noted that the Teen Center was originally opened in March 1994; spoke about the re-creation of the Youth Commission and how three subcommittees were formed from the group that provided crucial feedback for the Teen Center renovation; stated the Teen Survey Subcommittee developed and promoted the survey and received 214 responses, the Communication Subcommittee initiated the Teen Instagram page and asked City staff to create a Teen webpage on the City website, and the Teen Center & Events Subcommittee provided feedback for types of programs they would like to have; noted that the feedback from the Youth Commission helped provide direction for staff to be able to redesign and renovate the Teen Center; thanked Public Works facilities team for all their help with the demolition of the facility, the renovations, and building the furniture pieces; spoke about the success of the re-opening of the Teen Center on September 25th which had live performances from School of Rock and BCHD Allcove and other community partners in attendance; stated that they had a split days schedule for high school and middle school students based on feedback given from last year's Youth Commission but realized that it was better to open the facility to all students instead and provided the new hours; summarized the activities that have been successful at the Teen Center; stated they post the weekly schedule of activities on Instagram every Sunday morning and the monthly schedule is posted on the City's webpage and at the Teen

Center; gave more details about events that they have hosted and noted that all the activities are free for the teens and come from the budget the City has provided for the department; reported that they are working with the Teen Center Events Subcommittee on recommendations to increase the participation of high school students; reported that the average attendance is between 30 to 35 teens on a regular school day and on non-school days the average is 50 to 60 teens.

Mayor Light asked if the numbers have gone up since the re-opening.

Recreation Manager Pinedo responded that after the pandemic about 15 to 20 students was the average and sometimes it would be zero; stated that they are hoping through word-of-mouth the numbers will increase and she is working with some connections she has at RUHS to try to have the Teen Center featured in the school newspaper; detailed other programs and activities they are hoping to provide at the Teen Center including Tech Explorers Program, which is a high school volunteer program that offers tech support to seniors at the Veterans' Senior Center, and free tutoring to middle school students from high school students, as well as collaborations with Friendship Foundation, Beach Cities Allcove, and other City departments for workshops and events; encouraged all parents and teens to follow them at @redondoteens on Instagram and welcomed any feedback from the community.

City Manager Witzansky thanked Elizabeth Hause, Michelle Pinedo, and Kelly Orta for all they did in the rebuilding, relaunching, and development of the Youth Commission and the Teen Center and Teen programming; stated in his 20 year history it is the most impressive facilitation of activities that he has seen.

Mayor Light stated how much he enjoyed the grand opening and thanked everyone involved; asked how many staff members are dedicated to the facility.

Recreation Manager Pinedo stated that they have three part-time staff and try to have at least a minimum of two people there.

Mayor Light asked how they handle staffing during events and who handles the planning and coordination of the events and vets the ideas from the Youth Commission.

Recreation Manager Pinedo explained that they have the rec coordinator who leads the part-time staff and will work out of the Teen Center just for support but that the part-time staff are the ones that interact directly with the teens; stated it is a combination of the part-time PERS position, the rec coordinator, and herself that meet and coordinate the events and programs based off of the Youth Commission and participating teens recommendations.

City Manager Witzansky explained that the PERS position is a 30 hour plus per week position; noted that with the PERS person, two part-timers, a full-time rec coordinator, Michelle Pinedo, and Kelly Orta it is a combined effort to run the programs and facility.

Mayor Light mentioned the stage that is available in the Teen Center and wondered how they could make that usable.

City Manager Witzansky stated that it would need to be ADA compliant, which would require a lift and some structural ADA improvements to make it eligible.

More discussion followed regarding types of mechanical lifts that could be used, requirements to have dedicated staff to handle the equipment, and that a CIP conversation would need to be had.

Councilmember Obagi stated that parents and residents have really appreciated a safe place for their kids to go; noted that a one-time appropriation was given to get the Teen Center going and asked how much budget will be needed on a recurring basis to keep the level of service and activity up.

Recreation Manager Pinedo reported that a one-time appropriation was given along with a reoccurring appropriation; stated that the one-time appropriation was used to purchase the larger items for the center and the actual activities are funded by the recurring budget.

City Manager Witzansky stated if there is a need for some other supplemental items that might be add value, they will consider that as a potential decision package going forward.

Councilmember Obagi asked if there is any thought to have parent donations for the Teen Center.

City Manager Witzansky spoke about the City's Teen Center donation account, the tax benefit for donating to the City, the tax write off and noted that they have a federal ID number for it.

More discussion followed.

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, to receive and file.

Mayor Light invited public comments.

Analyst Villa reported no hands raised on Zoom and no eComments.

Motion carried 5-0 by voice vote.

O. CITY MANAGER ITEMS

City Manager Witzansky stated the community holiday closure has ended and reported they survived the holiday break with minimal flooding and other inclement weather damage; thanked staff for all their efforts during the off hours; noted that Stephen Sprengel was in attendance and is the newly appointed Police Chief; stated they would

be formally recognizing him publicly as part of the introduction of the January 20th Council meeting; noted that he has already been sworn in by the Clerk but will have a more formal ceremony on the 20th; reported that it will be a heavy Closed Session next week but a lighter Open Session.

P. MAYOR AND COUNCIL ITEMS - None

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Councilmember Behrendt stated on behalf of himself and Councilmember Kaluderovic along with input from the Mayor, the City Attorney, the City Manager, and the City Clerk's office they would like to make a referral to staff to agendize for discussion the potential placement on the June 2, 2026 ballot, a proposed charter amendment for residents to consider and weigh in on concerning term limits; noted that the proposed amendment would limit a person from serving more than three full terms as a member of the City Council, currently City Councilmembers are currently limited to two full terms of service; stated they would need to coalesce around an effective date and if they can't reach a consensus maybe they don't pursue it; provided some proposed charter language on a slide; reported that the School Board is also considering an almost identical item and they may put it on the ballot; stated they have had outreach with the School District on the topic and it reiterated the importance of their partnership; stated he would send his referral as a Blue Folder item; reviewed the School Board's proposed charter amendment; stated, if they can't reach an agreement, the School Board retain the right to do a citizen's initiative, where they could go out and collect their own votes and do it their way, but he is hoping they will partner with them.

City Manager Witzansky asked if early February would be a good time for the discussion.

Councilmember Behrendt agreed to February 3rd .

Councilmember Kaluderovic seconded the motion.

Motion carried 5-0 by voice vote.

Councilmember Waller stated he has a referral to staff and reported speaking to the Mayor, Councilmember Kaluderovic, the City Attorney, and others.

Motion by Councilmember Waller, seconded by Councilmember Obagi, to add to the same discussion as Councilmember Behrendt's referral, a charter amendment to modify the Mayor's term of office to six years, but remaining the two terms.

Motion carried 5-0 by voice vote.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, to have a discussion to hire Mike Webb as a mediator on behalf of the City for various issues such as School Board or potential legal settlements with other parties.

Motion carried 5-0 by voice vote.

Councilmember Kaluderovic requested a BRR for methane monitoring systems for Dominguez Park.

City Manager Witzansky stated as part of the hillside stabilization CIP that the City appropriated funding for was to help address some of the logical requirements so they could address her item in the BRR.

Councilmember Kaluderovic requested a BRR for options available for stage access at the Teen Center.

R. RECESS TO CLOSED SESSION - None

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:
Redondo Beach Police Officers' Association

R.2. CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE PERSONNEL MATTER/EVALUATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54957(b).

Title: City Manager

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:
Labono, Greg v. City of Redondo Beach and Does 1-10, Inclusive
Case Number: 25TRCV00715

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

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

PROPERTY:
239 & 245 N. Harbor Drive, Redondo Beach, CA 90277
(portions of APN: 7503-029-903)

NEGOTIATING PARTIES:
Allen Sanford, CA Surf Club

UNDER NEGOTIATION:
Lease Status, Price, and Terms

S. RECONVENE TO OPEN SESSION - None

T. ADJOURNMENT

T.1. ADJOURN IN MEMORY OF ISAAC DEL ROSARIO, FORMER CITY EMPLOYEE (PUBLIC WORKS)

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to adjourn the meeting in memory of former Public Works City employee Isaac Del Rosario at 10:22 p.m.

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, January 13, 2026, in the Redondo Beach City Hall Council Chamber, 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

Minutes
Redondo Beach City Council
Tuesday, January 13, 2026
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 Emily Bodkin, Administrative Specialist/Liaison

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

Liaison Bodkin reported no eComments and one Zoom attendee.

F. RECESS TO CLOSED SESSION – 4:34 P.M.

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:
City of Redondo Beach, et al. v. California State Water Resources Control Board
Case Number: 20STCP03193

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:
New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: B336042

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

F.4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

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

F.5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

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

F.6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

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

F.7. 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.8. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(2).

One potential case (Letter received from the Law Firm Rand, Paster, & Nelson LLP dated January 8, 2026, attached as part of the Agenda packet).

F.9. CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:
Redondo Beach Police Officers' Association

F.10. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

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

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon (portions of APN #s: 7503-029-900 and 7503-029-903)

NEGOTIATING PARTIES:
Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:
Price and Terms

F.11. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

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

PROPERTY:
110-151 Fisherman's Wharf, Redondo Beach, CA 90277
(a portion of APN: 7505-002-934)

NEGOTIATING PARTIES:
James Kwon, HK Pacific, LLC

UNDER NEGOTIATION:
Lease Status and Terms

F.12. 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
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon (portions of APN #s: 7503-029-900 and 7503-029-903)
Portions of Harbor Drive, Pacific Avenue, Catalina Avenue, Gertruda Avenue, Herondo Street, and Esplanade

NEGOTIATING PARTIES:
Kellie Hawkins, Englander Knabe & Allen on Behalf of Nike, Inc.

UNDER NEGOTIATION:
Price and Terms

Liaison Bodkin read titles to be discussed at Closed Session.

City Manager Witzansky announced the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Joy Ford, Assistant City Attorney Cheryl Park, Community Development Director Marc Wiener, Outside Legal Counsel Diana Veret, Human Resources Director Diane Strickfaden, W.E.D. Director Greg Kapovich, W.E.D. Manager Katherine Buck, and Community Services Director Elizabeth Hause

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, to recess to Closed Session at 4:34 p.m.

Motion carried 5-0 by voice vote.

G. RECONVENE TO OPEN SESSION

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:	Mike Witzansky, City Manager Joy Ford, City Attorney Laura Diaz, Records Mgmt. Supervisor Emily Bodkin, Administrative Specialist/Liaison

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

Mayor Light noted that they got through all but the last three items in Closed Session.

City Manager Witzansky reported that they will be picking up items F.10, F.11, and F.12 in Closed Session following the conclusion of the Open Session and those items become R.10, R.11, and R.12; noted that those items will need to be reread into the record as they go back into Closed Session after Open Session; stated no reportable action.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Waller, seconded by Councilmember Castle, to adjourn to the Open Session at 6:00 p.m.

Motion carried 5-0 by voice vote.

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
Councilmembers Absent:	None
Officials Present:	Mike Witzansky, City Manager

Joy Ford, City Attorney
Laura Diaz, Records Mgmt. Supervisor
Emily Bodkin, Administrative Specialist/Liaison

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited veterans and active-duty military to stand and be recognized for their service.

Councilmember Kaluderovic led in the Salute to the Flag.

Mayor Light asked all to remain standing for a moment of silent invocation.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/AB 1234 TRAVEL

Mayor Light announced he had one presentation that evening; asked Councilmember Castle to join him in honoring Dr. Martin Luther King Jr.; spoke about Dr. King's legacy and his impact on the nation; stated Redondo Beach values diversity, inclusion, and civic responsibility and that evening they reaffirm the City's commitment to Dr. King's legacy and reflect on his message; proclaimed, on behalf of the City Council and as Mayor, Monday, January 19th, 2026 as Martin Luther King Jr. Day in the City of Redondo Beach and had Councilmember Castle accept the proclamation on behalf of the City.

Mayor Light reported attending the Blood Drive hosted by the RBPD and the Cal Cities' LA County Division Meeting the previous week; hosted Mayor Bash who visited Redondo Beach on Saturday; met with Citizens for Redondo Trees and participated in planting over 850 native plants in the new lower pond at Wilderness Park on Sunday with over 100 RUHS students; acknowledged Geraldine Trivedi (Public Works) for all her work as the lead engineer for that project; announced there was a meeting earlier that day regarding water polo and events for that summer; met with members of the Public Amenities Commission.

Councilmember Waller congratulated Officer Lofstrom on a successful Blood Drive that received 103 donations; announced he would have a meeting later that week on the status of the Avenue A pedestrian ramp and a Clean Power Alliance Board of Directors meeting; announced the NRBBA's mixer at Trusted Gut from 5:30 p.m. to 8:00 p.m. on January 14th.

Councilmember Castle reported attending the Cal Cities' dinner last week and speaking to the state Senator and other dignitaries from Sacramento; attended the King Harbor Association Board Meeting on Wednesday morning and received a lot of feedback from the boat parade; announced he would attend the Martin Luther King Day celebration at the California Surf Club where Goodie Goodloe would be speaking and, on Saturday, would attend the In and Out Car Show and stated it would be coming to Seaside Lagoon.

Councilmember Kaluderovic reported donating blood at the RBPD Blood Drive; attended

the Cal Cities' LA Division General Meeting, a meeting at the LA Air Force Base with the Governor's Military Council and Director Myers from the Governor's Office of Business and Economic Development to discuss the importance of the base, aerospace industry, and space force; announced she and Councilmember Obagi would be co-hosting a Community Meeting on January 24th at 9:00 a.m. at the North Branch Library with speaker Tom Bakaly; reported that on January 22nd the Metro Board will be deciding where to build the Green Line extension to Torrance and stated they are chartering a bus to help residents get to the meeting and advocate for the best option, Hawthorne Blvd; noted that the bus will be at the Redondo Beach Transit Center and will leave promptly at 7:20 a.m.

Councilmember Obagi reported donating blood at the RBPD Blood Drive and thanked Officer Lofstrom for running the event; echoed Councilmember Kaluderovic's announcements regarding the combined Community Meeting on January 24th and regarding the Metro Board Meeting and encouraged all Redondo residents to attend; stated the dangers of having two additional Metro tracks that will have hundreds of trains every day over seven fuel and gas pipelines next to a freight train carrying combustible materials is no place to build a new rail system; commented that the K Line is elevated throughout El Segundo so why shouldn't it remain elevated when it gets to Lawndale and Redondo Beach; announced a planning and programming meeting at Metro headquarters for January 14th at 11:00 a.m.

E. APPROVE ORDER OF AGENDA

Motion by Councilmember Obagi, seconded by Councilmember Waller, to approve the order of agenda as is.

Motion carried 5-0 by voice vote.

F. AGENCY RECESS

F.1. SPECIAL MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to recess to the Special Meeting of the Redondo Beach Housing Authority at 6:12 p.m.

Motion carried 5-0 by voice vote.

RECONVENE TO REGULAR MEETING FROM AGENCY MEETING – 6:30 P.M.

ROLL CALL

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

Councilmembers Absent: None

Officials Present: Mike Witzansky, City Manager
Joy Ford, City Attorney
Laura Diaz, Records Mgmt. Supervisor
Emily Bodkin, Administrative Specialist/Liaison

G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS

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

Laura Diaz reported one Blue Folder item for J.1.

Motion by Councilmember Waller, seconded by Councilmember Castle, to receive and file the Blue Folder item.

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 JANUARY 13, 2026

CONTACT: ELEANOR MANZANO, CITY CLERK

H.2. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA

CONTACT: ELEANOR MANZANO, CITY CLERK

H.3. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: NONE

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. APPROVE CONTRACTS UNDER $35,000:

1. **APPROVE AN AMENDMENT TO THE AGREEMENT WITH PETDATA, INC. FOR PET LICENSING SERVICES TO EXTEND THE TERM FOR SIX MONTHS, THROUGH JULY 17, 2026, FOR A MINIMUM SERVICE FEE OF $3,000 AND A TOTAL ESTIMATED COST OF $6,000, TO ALLOW TIME TO INITIATE A REQUEST FOR PROPOSALS PROCESS TO DETERMINE OPTIONS FOR FUTURE LICENSING SERVICES**

   CONTACT: STEPHEN SPRENGEL, POLICE CHIEF

2. **APPROVE AN AGREEMENT WITH LODGING & MANAGEMENT ADVISORY LLC., DBA HVS ASSET MANAGEMENT & ADVISORY, FOR AS NEEDED (ON CALL) GENERAL CONSULTING AND ADVISORY SERVICES REGARDING HOTEL ASSETS IN THE CITY OF REDONDO BEACH FOR AN AMOUNT NOT TO EXCEED $25,000 AND THE TERM JANUARY 13, 2026 TO JUNE 30, 2027, WITH AN OPTION TO RENEW FOR AN ADDITIONAL ONE-YEAR PERIOD**

   CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.5. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2601-002, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AWARDING A PUBLIC WORKS CONTRACT TO AMERICAN ASPHALT SOUTH, INC., A CALIFORNIA CORPORATION, IN THE AMOUNT OF $597,931.97 FOR CONSTRUCTION OF THE CITYWIDE SLURRY SEAL PROJECT, PHASES 5-7, JOB NO. 41140

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.6. APPROVE THE BUSINESS LICENSE TAX WAIVER APPLICATION REQUESTING AN EXEMPTION FROM COMPLIANCE WITH THE BUSINESS LICENSE TAX RATES ESTABLISHED IN REDONDO BEACH MUNICIPAL CODE SECTION 6-1.22, AS PER SECTION 6-1.08 OF THE REDONDO BEACH MUNICIPAL CODE, SUBMITTED BY IN-N-OUT BURGER FOR THE FUNDRAISING EVENT SCHEDULED ON JANUARY 17, 2026 AT SEASIDE LAGOON TO BENEFIT THE SLAVE 2 NOTHING FOUNDATION

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

Motion by Councilmember Obagi, seconded by Councilmember Castle, to approve H.1 through H.6 of the Consent Calendar.

Mayor Light invited public comments.

Dr. Andy Lesser spoke on item H.4; stated he is the President of Southern California Labrador Retriever Rescue and reported that the City of Torrance uses DocuPet as their pet licensing vendor; stated that Torrance and DocuPet approved a large donation to his non-profit Labrador Retriever Rescue; referred DocuPet as a potential vendor for Redondo Beach.

Laura Diaz reported no hands raised on Zoom and no eComments.

Councilmember Obagi thanked Public Works for H.5 and for prioritizing residential rehab.

Motion carried 5-0 by voice vote.

Laura Diaz read H.5 adopt by title only Resolution No. CC-2601-002

I. EXCLUDED CONSENT CALENDAR ITEMS - None

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

Keli Williams, 30-year resident, spoke about the state of the post office near Catalina and Gertruda; noted that there are weeds all over the United States Postal Service sign and that the property looks neglected; reported that, over the last five years, she has repeatedly reached out to the postmaster and was informed that there is no budget for landscaping due to covid; commented that other maintenance and upgrades have been made to that location but the trees are growing all over the property; encouraged everyone to drive by and see what she is referring to; asked that the City send the post office a code violation letter.

Councilmember Castle noted that the post office she is referring to is in District 2 and he has received several phone calls from residents regarding the state of it; reported visiting the location and trying to meet with the manager, he has also reached out to other politicians to see if they can get some help; appreciated her bringing it to their attention.

Mayor Light reported he has tried several times to call the postmaster, but no one answers and it doesn't go to voicemail; noted that he has asked code enforcement to look into it.

Councilmember Obagi mentioned he has contacted Ted Lieu about it as well.

Georgette Gantner, District 2, stated that she finally read the entire AACAP and didn't realize the amount of money and effort that has been put into the plan; spoke about the vacancies and non-operating businesses around the City and asked if any PR is being done to educate everyone including neighboring cities about the huge effort that is being made to revitalize the Artesia/Aviation corridor; noted that the City is losing money on the vacant and non-operating businesses and wondered if these property owners knew how much effort was being put into the area that they may sell and the area will begin to look better immediately.

Jim Mueller spoke about government needing to be transparent about its condition and problems they face and provide the opportunity to give input and feedback from their citizens; noted some issues he has found while trying to be a good citizen: 1) financial transparency reports have been taken down from the Finance Department website, 2) the shutdown of the Public Safety Commission which is now under Public Works but they never seem to discuss safety issues related to law enforcement, 3) the Finance Director responds to Budget and Finance Commissioners' questions by justifying the status quo, complaining about staffing, and when she provides data it is often incomplete or inaccurate, 4) removing the CUP process for key development projects on Artesia which eliminates a layer of public review and comment, 5) quarterly budget reporting doesn't conform to financial reporting conventions familiar to the public which creates a barrier to

public understanding of the City's financial performance, condition, and outlook, 6) high-value, sometimes multi-year consulting contracts, awarded with non-compete provisions in the municipal code, and automatic and/or Consent Calendar extensions; hoped more citizens take an interest in their City government and vote in the upcoming elections so the elected will have a better idea of how to keep Redondo an amazing place to live.

Maria Larissa Yasol asked everyone to go to Redondo Beach on their phones and stated that many of the City's businesses show up under no events or lack clear placement entirely and they should be showcased as part of a vibrant international destination; stated branding communicates priorities and signals value; noted that King Harbor and its businesses are defining civic assets yet their visibility is inconsistent; encouraged the Council to request a briefing to ensure the City's branding are clear, prominent, consistent and supports community pride, tourism, and long-term economic stewardship.

Gil Escontrias stated he is there in response to the Mayor's recent remarks on social media concerning a use of force incident involving a federal officer; spoke of the Mayor's right to speak as a private citizen but when he does identify himself as the Mayor he is then speaking as the City's chief elected official and his words need to reflect the position; reported he has 45 years of police experience but is speaking as a private citizen and stated he would be hesitant to offer public opinion based on a few seconds of video especially without a full investigation; stated that use of force in policing is dynamic and not scripted and can be difficult to watch but often necessary; noted that the encounters demand seriousness, restraint, and informed judgement and that is why the public comments made by the Mayor are deeply concerning; stated policing tactics are professional disciplines grounded in training, policy, and experience and when elected officials engage in amateur meddling of professional operations it exposes the City and pulls them into tactical debates that should never be politicized; stated that comments may harm the officers by making them hesitate in critical moments, question whether they have the support of City leadership, or whether their actions may be publicly undermined later; hoped that the position of the City Council would be to withhold judgement on any incident involving RBPD until all facts are fully investigated and to defend them; asked the City Attorney to review the policies and procedures concerning public comment by the members of the Council as well as the Mayor and how it affects the City on social media.

Laura Diaz reported no hands raised and no eComments.

K. EX PARTE COMMUNICATIONS

Mayor Light reported he had communications with the City Manager, several Councilmembers and with Director Hause.

Councilmember Waller reported speaking to the City Manager and the Mayor.

Councilmember Castle reported speaking to the City Manager.

Councilmember Kaluderovic reported speaking to the City Manager, City Attorney, and the Mayor.

Councilmember Obagi reported speaking to the City Manager and Councilmember Behrendt.

Councilmember Behrendt reported speaking to the Mayor, Councilmember Obagi, and City staff.

L. PUBLIC HEARINGS

L.1. PUBLIC HEARING TO CONSIDER AND ADOPT THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM PLAN FOR 2021-2023 ALLOCATIONS

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2601-003, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING THE APPLICATION AND ADOPTING THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM PLAN FOR 2021-2023 ALLOCATIONS

PROCEDURES:
A. Open the Public Hearing, Take Testimony;
B. Close the Public Hearing; and
C. Adopt Resolution No. CC-2601-003

CONTACT: STEPHANIE JOHNSON, QUALITY OF LIFE PROSECUTOR
JANE CHUNG, ASSISTANT TO THE CITY MANAGER

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

Motion carried 5-0 by voice vote.

Jane Chung, Assistant to the City Manager, announced that she was joined by Senior Deputy City Prosecutor Stephanie Johnson; introduced the item and went over what they would be discussing in the presentation; explained that the Permanent Local Housing Allocation (PLHA) Program is also known as the Building Homes and Jobs Act and that it created a permanent statewide funding source for housing related needs and funds are generated through real estate transaction recording fees; reported that a jurisdiction must be a recipient of community development block grants or CDBG grants to qualify for PLHA Program funding and Redondo Beach does qualify; reported that, on October 15, 2024, the state released Notice of Funding Availability (NOFA) and Redondo Beach is eligible to receive up to $198,126 of the approximately $320 million available statewide for the 2022 and 2023 allocation years; noted that the 2024 NOFA represents the final allocation under the City's current five-year PLHA Program Plan; reported that this NOFA also reflects an adjustment to the City's total five-year allocation, the original estimate of

$784,980 had been revised to $756,188; stated that the City, to date, has received $475,874.15 and they have a current available balance of $280,313.85 for this application for the Council's consideration; turned the floor over to Stephanie Johnson.

Senior Deputy City Prosecutor Johnson stated the PLHA supports the City's current 20 pallet shelters on Kingsdale in Redondo Beach along with LA County and Harbor Interfaith; reported, to date, the PLHA has served 134 unhoused individuals and 78 have been permanently housed; stated that all 20 units are currently filled and five residents are matched with housing but waiting to either sign their lease or for housing inspections to be completed.

City Attorney Ford added that the finances are going to their operational cost and that is what they have traditionally used the funding for; reported that the City's agreement with the County, per the last amendment they made with the agreement, was for a six month period because they did not know what the 2024 and 2025 allocations would be; noted that the agreement with the County will expire on March 31st and they are looking for other sources to utilize to continue operations; stated that, historically, the annual budget is almost $1 million and stated that the County pays for most of it and the City pays about $26,000 per month; staff provided a slide with the current breakdown of costs: $291,855.49 paid by the City, and $642,399.80 paid by LA County.

Assistant to the City Manager Chung stated in order for a jurisdiction to receive its funding allocation it needs to meet several application requirements and provided the five requirements on the PowerPoint presentation; turned the floor back over to the City Attorney to explain the first requirement.

City Attorney Ford noted that on page 2 of the actual application, on Section 302 A, there is a question asking if a Housing Element was adopted by the local governments governing body and subsequently determined to be in substantial compliance with State Housing Element Law pursuant to the statute; confirmed that on the application the City is stating yes and they will add a note there that says pertaining to years 2022 and 2023.

Assistant to the City Manager Chung stated staff recommended that the City Council conduct the noticed Public Hearing that evening, adopt Resolution No. CC-2601-003, and approve the PLHA Program Plan application for the remaining 2021 to 2023 cycle.

Councilmember Behrendt asked the City Attorney, in the application, if the information and representations made in the PLHA Grant Application, along with what she mentioned she would add complete and accurate information in representations.

City Attorney Ford responded yes.

Motion by Councilmember Kaluderovic, seconded by Councilmember Castle, to adopt Resolution No. CC-2601-003, PLHA Program Plan for 2021 through 2023 allocations and approve the PLHA Program Plan Application with the additions stated.

Mayor Light invited public comments.
Laura Diaz reported no hands raised on Zoom and no eComments.

Motion carried 5-0 by voice vote.

Motion by Councilmember Kaluderovic, seconded by Councilmember Castle, to close the Public Hearing.

Motion carried 5-0 by voice vote.

Laura Diaz read L.1 adopt by title only Resolution No. CC-2601-003.

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION - None

O. CITY MANAGER ITEMS

City Manager Witzansky reminded everyone that there is a City Council meeting next Tuesday, January 20th and they will be dark the fourth Tuesday of the month; announced Police Chief Sprengel will have his ceremonial swearing in at the start of the meeting on the 20th.

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND POSSIBLE ACTION RELATED TO THE CITY'S PROHIBITION OF GENERAL FOOD SALES, INCLUSIVE OF BEER AND WINE, AT SERVICE STATIONS IN THE COASTAL ZONE

Luke Smude, Assistant to the City Manager, reported that the item is being brought forth for Council discussion and consideration based on a November 4, 2025 referral from Councilmember Castle; stated that general food sales are general grocery items and that class of goods is inclusive of beer and wine, noted that that definition is put forth in the Business and Professions Code; clarified that when considering general food items they cannot legally exclude beer and wine but liquor is excluded; reported that prior to October of 2023, the City's 11 service stations were prohibited from selling general grocery items and that was due to an ordinance that was passed by the City in 1971; stated that the City Council elected to change that in October of 2023 by Ordinance 3263-23, which authorized general food sales at the City's service stations in the inland zone; stated that 9 of the 11 service stations are in the inland zone and if they were interested in selling general food they had to apply for a new or amend their existing CUP and adhere to state and local laws; noted that the Business and Professions Code regulates general food sales and has an extensive list of regulations plus local jurisdictions can add additional restrictions if desired; reported that, when Council elected to authorize general food sales in the inland zone, Council added additional City regulations which he described in more detail the additions and the intention for the added regulations; stated staff is bringing this

back for consideration at the request of Councilmember Castle and strictly for the Coastal Zone; noted that if Council chooses to take no action the prohibition of general food sales would remain intact in the Coastal Zone but, if they direct staff to prepare an ordinance to allow general food sales in the Coastal Zone, staff would work with the City Attorney's office to prepare an ordinance that mirrors the inland zone regulations and then bring it back in February for Council's consideration.

Mayor Light noted that if there is an ordinance change in the Coastal Zone the Coastal Commission will have to review it.

Discussion followed regarding how many they can do per year, what they have scheduled currently, and whether the limit pertains to LCP amendments only or if CDPs are included.

Councilmember Obagi highlighted the Mobil gas station at Inglewood and Artesia and noted the owner of the station had wanted to invest in the gas station and needed to be able to sell groceries which was why Council had brought the item forward for the non-Coastal Zone; spoke about the renovations made to that gas station and how well the owner has followed the regulations and restrictions; voiced his support for the item for the Coastal Zone.

Councilmember Waller opined that the Coastal Zone isn't different than the inland zone; noted it would only affect one location which lost the 7-Eleven franchise due to its inability to sell beer and wine; felt the location is a prime one and voiced his support for updating the City's ordinance.

Councilmember Castle reiterated the points Councilmember Waller made; noted that the current law had the opposite effect on the location in his district that had the 7-Eleven and felt supporting this item would help that owner get back the business he has lost.

Motion by Councilmember Castle, seconded by Councilmember Waller, to direct staff to come back with the necessary ordinance change to amend and make it congruent with the inland zone service stations.

Mayor Light invited public comments.

Sam Vartanian, owner of 76 Station at Torrance and PCH, stated 11 years ago, after completing a major remodeling of the property, they were excited for the opportunity to become a franchisee of 7-Eleven and, as part of the process, accepted two standard requirements of opening 24 hours a day and applying for a beer and wine license; stated they were unaware of the outdated and unreasonable provision of the municipal code that limits the gas station sales items to immediate consumption of motoring publics; provided some details on his attempts to have the provision removed so that he could operate as a normal functional C store; reported that former Councilmember Nils Nehrenheim, at that time, had good intentions to solve the homeless problem in Redondo Beach and blocked every attempt to remove the provision; reported that it was approved by Council to allow all gas stations on the east side of PCH but created another problem for those west of

PCH; the speaker ran out of time and was not able to continue.
Dr. Andy Lesser stated a few years ago he was against the general grocery along with beer and wine for the stations on the Coastal Zone but he has since changed his mind; spoke highly of the way Mr. Vartanian conducts his business and felt his ability to sell beer and wine would not have a negative impact on the neighborhood with the restrictions that Council has placed in the inland zone; stated it would be nice for the neighborhood to have groceries within walking distance and voiced his support for the item.

Marci Guillermo (via Zoom) opposed the item and stated for the record she doesn't feel it is appropriate.

Laura Diaz reported no one else online and no eComments.

Motion carried 5-0 by voice vote.

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, to have the City Attorney work with their Outside Legal Counsel to prepare a letter representing the City Council's viewpoint on the C-Line extension with Councilmember Behrendt abstaining including making reference to any decisions that are made at the Planning and Programming Committee.

City Manager Witzansky confirmed Councilmember Obagi's idea is to bring that letter back to the Council as part of an approval item next Tuesday for consideration, discussion, and possible action so it can be done in advance of the 27th.

Councilmember Obagi responded affirmatively.

Motion carried 4-0-1 by voice vote. Councilmember Behrendt abstained.

Councilmember Kaluderovic referenced discussions they have had regarding a maintenance standards ordinance and asked if staff had a timeline on that item.

City Manager Witzansky noted that Community Development Director Wiener is working on it but it will be several months before it is brought back.

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:
City of Redondo Beach, et al. v. California State Water Resources Control Board Case Number: 20STCP03193

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:
New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: B336042

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

R.4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

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

R.5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

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

R.6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

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

R.7. 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.8. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(2).

One potential case (Letter received from the Law Firm Rand, Paster, & Nelson LLP dated January 8, 2026, attached as part of the Agenda packet).

R.9. CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:
Redondo Beach Police Officers' Association

R.10. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

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

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon (portions of APN #s: 7503-029-900 and 7503-029-903)

NEGOTIATING PARTIES:
Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:
Price and Terms

R.11. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

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

PROPERTY:
110-151 Fisherman's Wharf, Redondo Beach, CA 90277
(a portion of APN: 7505-002-934)

NEGOTIATING PARTIES:
James Kwon, HK Pacific, LLC

UNDER NEGOTIATION:
Lease Status and Terms

R.12. 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
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon (portions of APN #s: 7503-029-900 and 7503-029-903)
Portions of Harbor Drive, Pacific Avenue, Catalina Avenue, Gertruda Avenue, Herondo Street, and Esplanade

NEGOTIATING PARTIES:
Kellie Hawkins, Englander Knabe & Allen on Behalf of Nike, Inc.

UNDER NEGOTIATION:
Price and Terms

Motion by Councilmember Obagi, seconded by Councilmember Waller, to recess back to Closed Session for items R10, 11, and 12.

Mayor Light asked Laura Diaz to read off items R.10, R.11, and R.12 before the Council voted.

Laura Diaz read items R.10, R.11, and R.12 to be discussed in Closed Session.

City Manager Witzansky announced the following would be participating in Closed Session for items R.10, R.11, and R.12: City Manager Mike Witzansky, W.E.D. Director Greg Kapovich, W.E.D. Manager Katherine Buck, and Community Services Director Elizabeth Hause.

Motion carried 5-0 by voice vote.

S. RECONVENE TO OPEN SESSION – 9:44 P.M.

ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Mike Witzansky, City Manager

City Manager Witzansky stated no reportable action from Closed Session.

T. ADJOURNMENT – 9:45 P.M.

Motion by Councilmember Kaluderovic, seconded by Councilmember Castle, to adjourn the meeting.

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, January 20, 2026, in the Redondo Beach City Hall Council Chamber, 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 #** 25-1730 **Meeting Date:** 2/3/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

PAYROLL DEMANDS
CHECKS 30525-30537, $17,258.64, PD. 1/30/26
DIRECT DEPOSIT 306745-307371, $2,352,447.80, PD.1/30/26
EFT/ACH $10,968.52, PD. 1/2/26 (PP2601)
EFT/ACH $10,835.18, PD. 1/16/26 (PP2602)
EFT/ACH $472,387.79, PD. 1/26/26 (PP2601)
VOID DIRECT DEPOSIT CHECK 306492 (REPLACED WITH LIVE CHECK 30525): ($2,295.18)

ACCOUNTS PAYABLE DEMANDS
CHECKS 123288-123445 IN THE AMOUNT OF $1,395,799.98
EFT CALPERS MEDICAL INSURANCE $568,249.21
DIRECT DEPOSIT 100010154-100010239 IN THE AMOUNT OF $107,009.91, PD.1/30/26

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

- 02032026_RECOMMENDATION_TO_APPROVE
- 02032026_VENDOR_INVOICE_LIST

RECOMMENDATION TO APPROVE
PAYROLL AND ACCOUNTS PAYABLE
COUNCIL MEETING FEBRUARY 3, 2026

a. Payroll Demands

- **Checks 30525-30537, $17,258.64, Pd.1/30/26**
- **Direct Deposit 306745-307371, $2,352,447.80, Pd.1/30/26**
- **EFT/ACH $10,968.52, Pd. 1/2/26 (PP2601)**
- **EFT/ACH $10,835.18, Pd. 1/16/26 (PP2602)**
- **EFT/ACH $472,387.79, Pd. 1/26/26 (PP2601)**

VOID Direct Deposit

- **Check Sequence 306492 (Replaced with live check 30525): ($2,295.18)**

b. Accounts Payable Demands

- **Checks 123288-123445, $1,395,799.98**
- **EFT CalPERS Medical Insurance $568,249.21**
- **Direct Deposit 100010154-100010239, $107,009.91, Pd. 1/30/26**

I hereby approve and authorize for payment the above demands.

Mike Witzansky
City Manager

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
10623 ADLERHORST INTERNATIONAL LLC										
124285		01/08/2026	10332867	02032026	123288	913.72	01/31/2026	INV	PD	SUPPLIES K9 WOUTER
5820 ADMINSURE										
18553		01/15/2026	10332921	02032026	123289	12,200.00	01/26/2026	INV	PD	GL & WC FEBRUARY 2026
12247 AFFORDABLE HOUSING NETWORK, LLC										
HA15281		01/16/2026	10332702	02032026	123290	3,000.00	01/16/2026	INV	PD	RENT REASONABLENESS SOFTW
11750 ALLIED UNIVERSAL SECURITY SERVICES										
189296		01/20/2026	10333189	02032026	123291	3,583.44	01/28/2026	INV	PD	USHER SERVICES - SO CAL S
15405 AMAZON CAPITAL SERVICES										
1WTM-9RCF-KTDK		01/19/2026	10332767	02032026	123292	301.99	01/26/2026	INV	PD	General Office supplies f
144 AMERICAN CITY PEST CONTROL INC.										
885219		01/22/2026	10332929	02032026	123293	112.50	01/26/2026	INV	PD	ACP 1.13.26
12924 AMERICAN GUARD SERVICES INC										
INV184841	7060	01/22/2026	10332932	02032026	123294	16,648.46	01/26/2026	INV	PD	American Guard Services D
176 AMERICAN TEXTILE MAINTENANCE COMPANY										
21368646	7019	01/09/2026	10332809	02032026	123295	292.51	01/21/2026	INV	PD	JAIL FACILITY LINEN SERVI
21370617	7019	01/13/2026	10332810	02032026	123295	264.76	01/21/2026	INV	PD	JAIL FACILITY LINEN SERVI
21372737	7019	01/16/2026	10332811	02032026	123295	281.74	01/21/2026	INV	PD	JAIL FACILITY LINEN SERVI
21374631	7019	01/20/2026	10332812	02032026	123295	264.76	01/21/2026	INV	PD	JAIL FACILITY LINEN SERVI
						1,103.77				
197 ANIMAL CARE EQUIPMENT & SERVICES										
139280		01/12/2026	10332917	02032026	123296	543.60	01/22/2026	INV	PD	CATCH POLES ANIMAL CONTRO
213 AQUA-FLO										
SI2675412		01/14/2026	10332801	02032026	123297	320.13	02/14/2026	INV	PD	IRRIGATION SUPPLIES FOR P
SI2675430		01/14/2026	10332799	02032026	123297	2,589.49	02/14/2026	INV	PD	IRRIGATION SUPPLIES FOR P
						2,909.62				
11925 ARDURRA GROUP, INC.										
178597	6938	01/16/2026	10332730	02032026	123298	15,707.25	01/26/2026	INV	PD	CONSTRUCTION MANAGEMENT R
2825 AT&T										
339343702801012026		01/01/2026	10332680	02032026	123299	48.51	02/03/2026	INV	PD	MONTHLY FEES 339-343-7028
339343703001012026		01/01/2026	10332681	02032026	123299	48.51	02/03/2026	INV	PD	MONTHLY FEES ACCT 339-343

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						97.02				
12137 AT&T										
597315		12/08/2025	10332828	02032026	123300	195.00	12/08/2026	INV	PD	TRACKING REQUEST DET RUST
8688 BAVCO BACKFLOW APPARATUS & VALVE COMPANY										
362128		10/29/2025	10332684	02032026	123301	1,380.00	11/29/2025	INV	PD	BACKFLOW VALVE INSPECTION
363840		11/07/2025	10332685	02032026	123301	3,425.00	12/07/2025	INV	PD	REPLACE BACKFLOW DEVICE A
						4,805.00				
5439 BEAR CONTRACTORS INC.										
70429		12/10/2025	10332755	02032026	123302	685.00	02/03/2026	INV	PD	ELEVATOR TESTING - 101 W
70558		01/01/2026	10332750	02032026	123302	150.00	02/03/2026	INV	PD	ALARM MONITORING JAN-MAR
70564		01/01/2026	10332748	02032026	123302	150.00	02/03/2026	INV	PD	ALARM MONITORING JAN-MAR
70567		01/01/2026	10332754	02032026	123302	150.00	02/03/2026	INV	PD	ALARM MONITORING JAN-MAR
70569		01/01/2026	10332753	02032026	123302	150.00	02/03/2026	INV	PD	ALARM MONITORING JAN-MAR
70572		01/01/2026	10332749	02032026	123302	150.00	02/03/2026	INV	PD	ALARM MONITORING JAN-MAR
70828		01/01/2026	10332751	02032026	123302	195.00	02/03/2026	INV	PD	ALARM MONITORING JAN-MAR
71053		01/01/2026	10332752	02032026	123302	255.00	02/03/2026	INV	PD	ALARM MONITORING JAN-MAR
						1,885.00				
384 BILL'S SOUND SYSTEMS, INC.										
47562		01/19/2026	10332948	02032026	123303	620.00	01/26/2026	INV	PD	FIRE ALARM 1/7/26 - CITY
BILLSOUND 1-26ALARM		01/22/2026	10332958	02032026	123303	4,563.00	02/21/2026	INV	PD	QUARTERLY ALARM JAN - MAR
						5,183.00				
15445 BLACK KNIGHT PATROL INC										
92943		12/30/2025	10332676	02032026	123304	1,218.75	01/09/2026	INV	PD	HOSPITAL INMATE WATCH 12/
11059 BLACKSTONE PUBLISHING										
2222331		01/06/2026	10332877	02032026	123305	418.10	02/05/2026	INV	PD	AUDIOVISUAL
3121 BLUE DIAMOND										
4454819		01/12/2026	10332868	02032026	123306	1,519.64	02/12/2026	INV	PD	AC-FINE; SHT ASHPLT 1/12/
9561 BOSTER, BRADLEY										
FIRE FALL 2025		08/25/2025	10332722	02032026	123307	2,010.00	01/26/2026	INV	PD	FIRE MPA HISTORY THEORY P
FIRE FALL 2025 (2)		08/25/2025	10332727	02032026	123307	490.00	01/26/2026	INV	PD	FIRE MPA 560 RESEARCH MET
						2,500.00				
15460 BUTANI, AMRITA										
200625		01/22/2026	10332930	02032026	123308	155.00	01/22/2026	INV	PD	REFUND 200625 3TEN1103-05
577 CALIFORNIA WATER SERVICE										
3204536263-121825		12/18/2025	10332570	02032026	123309	330.36	01/06/2026	INV	PD	SW COR BASIN 3 11/6/25-12

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
4849028382-121825		12/18/2025	10332565	02032026	123309	1,027.49	01/06/2026	INV	PD	PAR 9 KNG HAR FL DCK 11/6
6428284669-120225		12/02/2025	10331858	02032026	123309	24,244.70	12/22/2025	INV	PD	TORRANCE BLVD, FORD AVE,
6682231418-122625		12/26/2025	10332564	02032026	123309	166.28	01/14/2026	INV	PD	FLAGLER LN, NELSON AVE,
7209400757-121825		12/18/2025	10332569	02032026	123309	804.42	01/06/2026	INV	PD	181 N HARBOR DR 11/6/25-1
9225664940-121825		12/18/2025	10332568	02032026	123309	1,055.39	01/06/2026	INV	PD	181 N HARBOR DR 11/6/25-1
						27,628.64				
11850 CANNON										
94786	7223	01/16/2026	10332729	02032026	123310	308.57	01/26/2026	INV	PD	MBB RESURFACING CHANGE OR
15028 CANON USA INC										
6014498339	6916	01/15/2026	10332666	02032026	123311	1,157.07	01/15/2026	INV	PD	PER PAGE COPY CHARGES FOR
15455 CARROLL, LORRI										
1222026		11/01/2025	10332960	02032026	123312	35.99	02/15/2026	INV	PD	PATRON REFUND
615 CARTER SERVICES, INC.										
608896		07/02/2025	10332975	02032026	123313	148.00	07/02/2025	INV	PD	STATION 1 OVEN REPAIR
15020 CENGAGE LEARNING INC										
999101814323		12/30/2025	10332883	02032026	123314	85.61	01/29/2026	INV	PD	BOOKS
999101858966		01/08/2026	10332885	02032026	123314	226.28	02/07/2026	INV	PD	BOOKS
999101866383		01/09/2026	10332886	02032026	123314	98.74	02/08/2026	INV	PD	BOOKS
999101866384		01/09/2026	10332887	02032026	123314	96.27	02/08/2026	INV	PD	BOOKS
999101938891		01/14/2026	10332888	02032026	123314	86.40	02/13/2026	INV	PD	BOOKS
						593.30				
661 CHARLES E. THOMAS CO.										
117274		11/12/2025	10332631	02032026	123315	700.00	02/12/2026	INV	PD	FUEL TANK TEST - VAPOR RE
119434		10/17/2025	10332633	02032026	123315	632.02	02/12/2026	INV	PD	FUEL PUMPS REPAIR
						1,332.02				
13000 CHARTER COMMUNICATIONS										
237747601010126		01/01/2026	10332679	02032026	123316	458.58	01/26/2026	INV	PD	MONTHLY FEES ACCT 2377476
13421 CHAUNCEY, STEVE										
02020205BODENHAMER		01/21/2026	10332829	02032026	123317	300.00	01/21/2026	INV	PD	TRAFFIC RADAR & LASER COU
15414 CHILDREN'S PLUS INC										
271400		01/02/2026	10332875	02032026	123318	74.62	02/01/2026	INV	PD	JUVY BOOKS
12849 CLEAR INC										
INV.122025		01/01/2026	10332992	02032026	123319	25,637.20	01/26/2026	INV	PD	12/25 ACR Services
15452 COAST LAW GROUP LLP										

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
37641		01/13/2026	10332989	02032026	123320	344.58	01/26/2026	INV	PD	12/25 Metro C Line Extens
11907 COBRA-ADVANTAGE ADMINISTRATORS										
192350		12/31/2025	10332920	02032026	123321	446.00	01/26/2026	INV	PD	BENEFITS - PARICIPANT FEE
5136 COLLISION AND INJURY DYNAMICS, INC.										
145099		12/15/2025	10332984	02032026	123322	2,871.40	01/26/2026	INV	PD	9/25 - 11/25 J. Koyanagi
8889 COMMLINE, INC.										
0522674-IN		01/13/2026	10332894	02032026	123323	665.00	01/26/2026	INV	PD	MOTOROLA RADIO MAINTENANC
842 COUNTY OF LOS ANGELES										
2026CERTFMREG		01/22/2026	10332931	02032026	123324	840.00	01/22/2026	INV	PD	2026 CERTIFIED FM REGISTR
3648 COUNTY OF L.A. DEPT. OF PUBLIC WORKS										
25090800841		09/08/2025	10332731	02032026	123325	613.74	01/26/2026	INV	PD	PROJECT L23000485C, AUG 2
25120802932		12/08/2025	10332733	02032026	123325	907.25	01/26/2026	INV	PD	PROJECT L23000485C, NOV 2
						1,520.99				
5805 DAILEY, GARY										
10072025		10/07/2025	10332884	02032026	123326	259.20	01/26/2026	INV	PD	LAAFCA DESERT CONFERENCE
919 DANIELS TIRE SERVICE										
200559496		01/06/2026	10332651	02032026	123327	1,462.29	01/26/2026	INV	PD	STOCK TIRES
15448 DEBRECENI, JESSICA										
199681		01/13/2026	10332544	02032026	123328	115.00	01/13/2026	INV	PD	REFUND 199681 3YPG0601-0
971 DEPARTMENT OF JUSTICE										
014695		01/06/2026	10332839	02032026	123329	596.00	01/21/2026	INV	PD	12/2025 FINGERPRINT APPS
016022		01/06/2026	10332925	02032026	123330	514.00	01/26/2026	INV	PD	FINGERPRINTS DECEMBER 202
						1,110.00				
11884 DIAMOND ENVIRONMENTAL SERVICES LP										
0006713004		01/12/2026	10332990	02032026	123331	715.10	01/26/2026	INV	PD	Pallet Shelter Power Pole
10748 DOUG & SONS PEST CONTROL										
51816		12/10/2025	10332762	02032026	123332	200.00	02/03/2026	INV	PD	MONTHLY PEST/BAIT MAIN LI
51855		12/10/2025	10332756	02032026	123332	75.00	02/03/2026	INV	PD	MONTHLY PEST/BAIT STATION
52001		12/10/2025	10332757	02032026	123332	75.00	02/03/2026	INV	PD	MONTHLY PEST/BAIT STATION
52002		12/10/2025	10332758	02032026	123332	55.00	02/03/2026	INV	PD	MONTHLY PEST/BAIT LIBRARY
52095		12/10/2025	10332759	02032026	123332	82.00	02/03/2026	INV	PD	MONTHLY PEST/BAIT ALTAVIS
52153		12/10/2025	10332761	02032026	123332	82.00	02/03/2026	INV	PD	MONTHLY PEST/BAIT POLICE

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
52232		12/10/2025	10332760	02032026	123332	105.00	02/03/2026	INV	PD	MONTHLY PEST/BAIT OLD LIB
						674.00				
1055 EASY READER										
ER25121133		01/26/2026	10332998	02032026	123333	385.00	01/26/2026	INV	PD	Easy Reader Used Oil Recy
ER26010816		01/26/2026	10332999	02032026	123333	385.00	01/26/2026	INV	PD	Easy Reader Used Oil Recy
RD25-070	7031	10/23/2025	10333028	02032026	123333	385.00	01/26/2026	INV	PD	LEGAL ADS PUBLISHING
RD25-084	7031	11/27/2025	10333029	02032026	123333	240.00	01/26/2026	INV	PD	LEGAL ADS PUBLISHING
RD25-085	7031	12/04/2025	10333030	02032026	123333	172.50	01/26/2026	INV	PD	LEGAL ADS PUBLISHING
RD25-090	7031	12/18/2025	10333000	02032026	123333	90.00	01/26/2026	INV	PD	LEGAL ADS PUBLISHING
RD25-091	7031	12/18/2025	10333001	02032026	123333	187.50	01/26/2026	INV	PD	LEGAL ADS PUBLISHING
RD25-092	7031	12/18/2025	10333003	02032026	123333	210.00	01/26/2026	INV	PD	LEGAL ADS PUBLISHING
RD25-093	7031	12/25/2025	10333008	02032026	123333	487.50	01/26/2026	INV	PD	LEGAL ADS PUBLISHING
RD26-002	7031	01/01/2026	10333016	02032026	123333	90.00	01/26/2026	INV	PD	LEGAL ADS PUBLISHING
RD26-003	7031	01/01/2026	10333017	02032026	123333	255.00	01/26/2026	INV	PD	LEGAL ADS PUBLISHING
RD26-004	7031	01/01/2026	10333018	02032026	123333	135.00	01/26/2026	INV	PD	LEGAL ADS PUBLISHING
						3,022.50				
7959 EJ WARD, INC										
EJ-IN-3546		01/16/2026	10332798	02032026	123334	889.15	02/03/2026	INV	PD	STOCK SHOP - FUEL DISPENS
EJ-INV-3526		01/15/2026	10332800	02032026	123334	295.69	02/03/2026	INV	PD	FUEL FOBTRANSIT
						1,184.84				
1110 ENTENMANN-ROVIN COMPANY										
0192478-IN		01/08/2026	10332826	02032026	123335	129.45	01/26/2026	INV	PD	CAPTAIN RETIREMENT BADGE
6649 ENTERTAINING FRIENDS										
121725		12/17/2025	10332827	02032026	123336	2,000.00	01/26/2026	INV	PD	RETIREMENT CEREMONY POLIC
1144 EWING IRRIGATION PRODUCTS										
28628122		12/10/2025	10332707	02032026	123337	90.00	01/10/2026	INV	PD	WATTLE STRAW AND STAKE FO
9987 EXCELSIOR ELEVATOR										
38160		01/20/2026	10332824	02032026	123338	665.00	01/26/2026	INV	PD	RB LIBRARY FRIEGHT ELEVAT
10825 FRANCO AUTO UPHOLSTERY										
17707		01/05/2026	10332642	02032026	123339	175.00	01/26/2026	INV	PD	UNIT 346 REUPHOLSTER BUCK
17715		01/12/2026	10332622	02032026	123339	150.00	02/12/2026	INV	PD	UNIT 402 - REPAIR ONE BUC
17717		01/12/2026	10332624	02032026	123339	150.00	02/12/2026	INV	PD	UNIT 404 - REPAIR BUCKET
						475.00				
10191 FRONTIER										
01012026		01/01/2026	10332678	02032026	123340	2.52	01/26/2026	INV	PD	MONTHLY FEES ACCT 310-798
2091885137-1315841		01/08/2026	10332317	02032026	123340	13,354.96	01/08/2026	INV	PD	FRONTIER 2091885137
						13,357.48				
1269 FUENTES, KIM										

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
Invoice 45	6608	01/22/2026	10332926	02032026	123341	1,800.00	01/26/2026	INV	PD	Kim Fuentes preps AB2766
15408 GALLS LLC										
033471987		01/14/2026	10332973	02032026	123342	24.71	02/13/2026	INV	PD	UNIFORM ACCESSORIES
033494733		12/16/2025	10332910	02032026	123342	159.38	01/15/2026	INV	PD	UNIFORMS
033494763		12/16/2025	10332909	02032026	123342	465.66	01/15/2026	INV	PD	UNIFORMS
033494764		12/16/2025	10332908	02032026	123342	163.09	01/15/2026	INV	PD	UNIFORMS
033494793		12/16/2025	10332907	02032026	123342	167.10	01/15/2026	INV	PD	UNIFORM ACCESSORIES
033751985		01/14/2026	10332970	02032026	123342	24.71	02/13/2026	INV	PD	UNIFORM ACCESSORIES
033751986		01/14/2026	10332971	02032026	123342	24.71	02/13/2026	INV	PD	UNIFORM ACCESSORIES
033796938		01/19/2026	10332977	02032026	123342	29.28	02/18/2026	INV	PD	UNIFORM ACCESSORIES
						1,058.64				
1300 GAS COMPANY, THE										
16503508778-01082026		01/08/2026	10332822	02032026	123343	12,995.86	01/26/2026	INV	PD	CNG FUEL 12/1 - 01/01/202
SoCal11.10-12.11.25		01/22/2026	10332919	02032026	123343	16.02	01/26/2026	INV	PD	SoCal11.10-12.11.25
SoCal12.11-1.12.26		01/22/2026	10332923	02032026	123343	16.65	01/26/2026	INV	PD	SoCal12.11-1.12.26
						13,028.53				
6345 GOLD COAST TOURS, INC.										
444601		01/26/2026	10333019	02032026	123344	2,086.26	01/26/2026	INV	PD	MTERO C LINE EXTENSION ME
3706 GOLDEN STATE WATER										
48470300004-12092025		12/09/2025	10332882	02032026	123345	528.18	01/09/2026	INV	PD	INGLEWOOD PKWY SE
54719000009-12052025		12/05/2025	10332876	02032026	123345	198.47	12/29/2025	INV	PD	REDONDO BB & ARTESIA - 12
77298524149-12082025		12/08/2025	10332880	02032026	123345	386.94	01/08/2026	INV	PD	16214 INGLEWOOD AVE IRR -
						1,113.59				
9412 GREENSTREET AUTO SPA										
202512-1		01/14/2026	10332957	02032026	123346	789.00	01/20/2026	INV	PD	DECEMBER '25 CITY VEHICLE
10677 GRIFFIN STRUCTURES, INC.										
SS-RBMFP-4	7130	01/26/2026	10333027	02032026	123347	39,076.90	01/26/2026	INV	PD	CONSULTANT SERVICES FOR M
1416 HAAKER EQUIPMENT COMPANY										
INV26798		01/13/2026	10332653	02032026	123348	2,667.53	01/26/2026	INV	PD	UNIT 806 REPLACED RADIATO
7744 HADRONEX										
47398	6744	01/16/2026	10332728	02032026	123349	86,392.17	01/26/2026	INV	PD	SMART SEWER MANHOLE COVER
1428 HARBOR & PIER ASSN										
3922		01/20/2026	10332803	02032026	123350	1,780.43	01/26/2026	INV	PD	FEBRUARY 2026 DUES
14910 HENRY, ROXANNE										

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
01110116HENRY		01/21/2026	10332856	02032026	123351	473.00	01/21/2026	INV	PD	PIER DIEM MANAGEMENT COUR
15447 HUTTON, CARI										
199673		01/13/2026	10332545	02032026	123352	200.00	01/13/2026	INV	PD	REFUND 199673 AV RETURN D
199674		01/13/2026	10332546	02032026	123352	400.00	01/13/2026	INV	PD	REFUND 199674 AV RETURN D
						600.00				
12157 ILAND INTERNET SOLUTIONS CORPORATION										
71300300		01/13/2026	10332562	02032026	123353	149.94	01/13/2026	INV	PD	Contract Number 21013 Dat
8433 INGRAM LIBRARY SERVICES										
93672533		01/13/2026	10332900	02032026	123354	62.85	02/12/2026	INV	PD	JUVY BOOKS
93672534		01/13/2026	10332897	02032026	123354	13.36	02/12/2026	INV	PD	JUVY BOOKS
93672535		01/13/2026	10332896	02032026	123354	105.98	02/12/2026	INV	PD	TEEN BOOKS
93672536		01/13/2026	10332902	02032026	123354	123.83	02/12/2026	INV	PD	BOOKS
93725583		01/14/2026	10332895	02032026	123354	441.35	02/13/2026	INV	PD	BOOKS
93725584		01/14/2026	10332898	02032026	123354	50.18	02/13/2026	INV	PD	BOOKS
93761281		01/15/2026	10332903	02032026	123354	94.43	02/14/2026	INV	PD	BOOKS
93761282		01/15/2026	10332905	02032026	123354	107.10	02/14/2026	INV	PD	BOOKS
93792262		01/16/2026	10332890	02032026	123354	557.22	02/15/2026	INV	PD	JUVY BOOKS
93792263		01/16/2026	10332906	02032026	123354	11.23	02/15/2026	INV	PD	JUVY BOOK
93792264		01/16/2026	10332893	02032026	123354	670.26	02/15/2026	INV	PD	JUVY BOOKS
						2,237.79				
1619 INTERSTATE BATTERIES OF CALIF COAST, INC										
57905		01/12/2026	10332646	02032026	123355	359.99	01/26/2026	INV	PD	STOCK - BATTERIES MTP - 4
11071 KEENER, JONATHAN										
FTOMILKEENER		01/21/2026	10332847	02032026	123356	110.01	01/21/2026	INV	PD	MILEAGE FTO SAC COURSE 12
FTOPDKEENER		01/21/2026	10332846	02032026	123356	69.00	01/21/2026	INV	PD	PER DIEM FTO SAC COURSE 1
						179.01				
4943 KIMBALL MIDWEST										
104082370		01/12/2026	10332956	02032026	123357	614.60	02/11/2026	INV	PD	STOCK WIRE CONNECTORS FOR
1749 KING HARBOR MARINE CENTER										
185199		11/07/2025	10332806	02032026	123358	432.39	01/26/2026	INV	PD	SEAWAY UPFITTING MATERIAL
186311		11/07/2025	10332805	02032026	123358	77.24	01/26/2026	INV	PD	SEAWAY UPFITTING MATERIAL
						509.63				
5855 KOSMONT COMPANIES										
2208.12-030	7126	12/31/2025	10332712	02032026	123359	1,907.10	01/20/2026	INV	PD	FY25-26 REAL ESTATE SERVI
1807 L.N. CURTIS & SONS, INC.										
INV1022050		12/19/2025	10332904	02032026	123360	494.25	01/26/2026	INV	PD	SCBA EQUIPMENT
INV1027152		01/09/2026	10332899	02032026	123360	1,940.43	01/26/2026	INV	PD	SCBA EQUIPMENT

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						2,434.68				
9936 LARRY WALKER ASSOCIATES										
00531.05-14	6637	01/16/2026	10332743	02032026	123361	8,579.25	01/26/2026	INV	PD	NPDES SERVICES
14934 LAU, MELINDA										
2025-160 PWSC		12/29/2025	10333006	02032026	123362	425.00	01/26/2026	INV	PD	MEETING MINUTES FOR PUBLI
2025-184-PAC		12/22/2025	10333004	02032026	123362	765.00	01/26/2026	INV	PD	MEETING MINUTES FOR PUBLI
2025-186-BF		12/29/2025	10333005	02032026	123362	637.50	01/26/2026	INV	PD	MEETING MINUTES FOR BUDGE
						1,827.50				
11194 LEECH TISHMAN FUSCALDO & LAMPL INC.										
365440		11/06/2025	10332994	02032026	123363	325.00	01/26/2026	INV	PD	10/25 General Legal Fees
365446		11/06/2025	10332995	02032026	123363	162.50	01/26/2026	INV	PD	10/25 General Advice & Co
365447		11/06/2025	10332996	02032026	123363	422.50	01/26/2026	INV	PD	10/25 RB POA (PERB Case L
372087		01/19/2026	10332993	02032026	123363	227.50	01/26/2026	INV	PD	12/25 General Advice & Co
						1,137.50				
15363 LEGGINS CASTERLINE & COMPANY LLC										
159		01/16/2026	10332704	02032026	123364	585.00	01/16/2026	INV	PD	PROFESSIONAL SERVICES OCT
15461 LI, JUDY										
201432		01/22/2026	10332924	02032026	123365	176.00	01/22/2026	INV	PD	REFUND 201432 3TEN1114-03
1884 LIEBERT CASSIDY WHITMORE										
313392		12/31/2025	10332922	02032026	123366	7,552.50	01/26/2026	INV	PD	POA NEGOTIATIONS 2025
1887 LIFE ASSIST, INC.										
2007203		01/16/2026	10332974	02032026	123367	138.21	03/02/2026	INV	PD	PARAMEDIC SUPPLIES
2047419		01/12/2026	10332542	02032026	123367	3,494.77	02/26/2026	INV	PD	PARAMEDIC SUPPLIES 1/11/2
2052927		01/20/2026	10332976	02032026	123367	1,383.95	02/19/2026	INV	PD	PARAMEDIC SUPPLIES
2053891		01/22/2026	10332981	02032026	123367	725.72	03/08/2026	INV	PD	PARAMEDIC SUPPLIES
						5,742.65				
12775 LINDE GAS & EQUIPMENT INC										
54415111		01/22/2026	10332978	02032026	123368	434.71	02/21/2026	INV	PD	SCBA RENTAL 12/20/25 - 1/
54436179		01/22/2026	10332980	02032026	123368	676.71	02/21/2026	INV	PD	SCBA CYLINDER RENTAL 12/2
						1,111.42				
1938 LOS ANGELES COUNTY ASSESSOR										
26ASRE100		01/15/2026	10332788	02032026	123369	96.00	01/26/2026	INV	PD	16 maps @ $6.00 each
14518 LOVEJOY FOUNDATION INC										
LRB010126	6532	01/01/2026	10332940	02032026	123370	1,250.00	01/22/2026	INV	PD	01/2026 ANIMAL SHELTERING
LRB120125	6532	12/01/2025	10332936	02032026	123370	1,250.00	01/22/2026	INV	PD	12/2025 ANIMAL SHELTERING

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						2,500.00				
10274 MACKAY METERS, INC.										
1071055		12/17/2025	10332916	02032026	123371	1,324.95	01/22/2026	INV	PD	REPAIRS 3 PARKING METERS
1071086	7169	12/23/2025	10332914	02032026	123371	34,735.88	01/22/2026	INV	PD	43 PARKING METERS HERONDO
1071087		12/23/2025	10332915	02032026	123371	900.00	01/22/2026	INV	PD	FREIGHT CHARGES PARKING M
1071143		01/07/2026	10332951	02032026	123371	1,953.80	01/26/2026	INV	PD	LOT 13 METER PARTS
1071166		12/31/2025	10332952	02032026	123371	134.00	01/26/2026	INV	PD	DECEMBER METERS
1071167	7021	12/31/2025	10332918	02032026	123371	5,334.00	01/22/2026	INV	PD	12/2025 METER CONNECTIVIT
						44,382.63				
14777 MADE BY MEG										
8216495		01/13/2026	10332548	02032026	123372	285.35	01/13/2026	INV	PD	8216495 SENIOR LUNCH PERR
8216496		01/13/2026	10332549	02032026	123372	356.69	01/13/2026	INV	PD	8216496 SENIOR LUNCH PERR
8216497		01/13/2026	10332550	02032026	123372	356.69	01/13/2026	INV	PD	8216497 SENIOR LUNCH PERR
						998.73				
7847 MANNING & KASS, ELLROD, RAMIREZ, TRESTER LLP										
852684		01/12/2026	10332991	02032026	123373	27.50	01/26/2026	INV	PD	12/25 Jehanian, Armena v.
15458 MARCI PALLA										
01202026RF		01/20/2026	10332802	02032026	123374	1,710.94	01/26/2026	INV	PD	Partial Refund for Planni
2036 MARINA GRAPHIC CENTER										
153018		01/22/2026	10332928	02032026	123375	1,521.14	01/26/2026	INV	PD	BCT Brochure Updates Pri
11710 MARINA LANDSCAPE, INC										
3	6981	01/16/2026	10332791	02032026	123376	66,570.30	01/26/2026	INV	PD	PCH/HERONDO OPEN SPACE PR
11202 MARK43										
INV1732		01/09/2026	10332677	02032026	123377	3,000.00	02/08/2026	INV	PD	POWERPHONE EMD INTERFACE
15454 MARROQUIN, MICHAEL										
10131017MARROQUIN		01/21/2026	10332849	02032026	123378	150.01	01/21/2026	INV	PD	MILEAGE STC COURSE 10/202
14163 MEEDER PUBLIC FUNDS INC										
REDONDO52		12/31/2025	10332766	02032026	123379	4,500.00	02/05/2026	INV	PD	INVESTMENT ADVISORY SERVI
2127 MICHAEL J ARNOLD & ASSOCIATES INC										
15153	7247	01/16/2026	10332714	02032026	123380	3,500.00	01/16/2026	INV	PD	CONSULTANT SVCS FOR STATE
7177 MICHEL & ASSOCIATES, P.C.										
14331TS		01/09/2026	10332988	02032026	123381	1,917.50	01/26/2026	INV	PD	11/25 BBL Landfill (PRP)
14342TS		01/09/2026	10332987	02032026	123381	2,684.50	01/26/2026	INV	PD	11/25 General Counsel

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						4,602.00				
2144 MIDWEST TAPE										
508244114		12/30/2025	10332878	02032026	123382	17.27	01/29/2026	INV	PD	AUDIOVISUAL
508273732		01/07/2026	10332881	02032026	123382	208.99	02/06/2026	INV	PD	AUDIOVISUAL
						226.26				
13349 MINUTEMAN PRESS REDONDO BEACH										
35016	6217	01/13/2026	10332558	02032026	123383	93.29	01/13/2026	INV	PD	Minuteman Press Printing
35017	6217	01/13/2026	10332559	02032026	123383	93.29	01/13/2026	INV	PD	Minuteman Press Printing
35018	6217	01/13/2026	10332560	02032026	123383	240.35	01/13/2026	INV	PD	Minuteman Press Printing
35019	6217	01/13/2026	10332561	02032026	123383	186.58	01/13/2026	INV	PD	Minuteman Press Printing
35028	6217	01/13/2026	10332557	02032026	123383	170.11	01/13/2026	INV	PD	Minuteman Press Printing
35047	6217	01/12/2026	10332672	02032026	123383	122.77	01/15/2026	INV	PD	Minuteman Press Printing
						906.39				
6080 MOFFATT & NICHOL										
805636	6622	12/16/2025	10331748	02032026	123384	16,972.06	12/20/2025	INV	PD	Moffatt & Nichol Public B
14196 NAPA AUTO PARTS										
069461		01/07/2026	10332641	02032026	123385	317.42	01/26/2026	INV	PD	UNIT 666-19 CALIPERS
069559		01/08/2026	10332640	02032026	123385	405.06	01/26/2026	INV	PD	UNIT 010 BRAKE PADS AND R
069782		01/12/2026	10332629	02032026	123385	89.95	02/12/2026	INV	PD	UNIT 402 - SERPENTINE BEL
069789		01/12/2026	10332627	02032026	123385	11.11	02/12/2026	INV	PD	UNIT 402 FUEL FILTER
070066		01/15/2026	10332795	02032026	123385	148.81	02/03/2026	INV	PD	UNIT 052-15 BRAKE PAD, RO
070140		01/15/2026	10332793	02032026	123385	40.66	02/03/2026	INV	PD	UNIT 051-07 SERPBELT
CM069791		01/12/2026	10332625	02032026	123385	-130.00	02/12/2026	CRM	PD	CREDIT MEMO FOR INV 69461
						883.01				
2237 NATIONAL LEASED HOUSING ASSN										
6322026		01/16/2026	10332699	02032026	123386	910.00	01/16/2026	INV	PD	BASE DUES RENEWAL CHARGE
12232 NV5, INC.										
479164	7255	01/16/2026	10332724	02032026	123387	3,830.00	01/26/2026	INV	PD	DESIGN FOR BUS STOP MODIF
493493	7255	01/16/2026	10332723	02032026	123387	12,503.00	01/26/2026	INV	PD	DESIGN FOR BUS STOP MODIF
495627	7255	01/16/2026	10332816	02032026	123387	6,220.00	01/26/2026	INV	PD	DESIGN FOR BUS STOP MODIF
						22,553.00				
13029 ODP BUSINESS SOLUTIONS, LLC										
444352890001		12/05/2025	10332096	02032026	123388	17.93	01/06/2026	INV	PD	OFFICE SUPPLIES
449762690001		01/08/2026	10333011	02032026	123388	36.48	01/26/2026	INV	PD	OFFICE SUPPLIES
450380713001		01/16/2026	10332710	02032026	123388	103.21	01/16/2026	INV	PD	OFFICE SUPPLIES
450455001001		01/16/2026	10332709	02032026	123388	83.80	01/16/2026	INV	PD	OFFICE SUPPLIES
452764742001		01/22/2026	10332954	02032026	123388	44.20	01/22/2026	INV	PD	OFFICE SUPPLIES
453159704001		01/07/2026	10332837	02032026	123388	200.75	02/06/2026	INV	PD	DB OFFICE SUPPLIES
453159704002		01/07/2026	10332838	02032026	123388	59.28	02/06/2026	INV	PD	DB OFFICE SUPPLIES
453496338001		01/05/2026	10332833	02032026	123388	220.00	02/06/2026	INV	PD	DB GENERAL OFFICE SUPPLIE
453503846001		01/08/2026	10332840	02032026	123388	37.29	02/13/2026	INV	PD	DB OFFICE SUPPLIES

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453961089001		01/01/2026	10332830	02032026	123388	346.32	02/06/2026	INV	PD	DB OFFICE SUPPLIES
454317372001		01/06/2026	10332835	02032026	123388	66.20	02/06/2026	INV	PD	DB OFFICE SUPPLIES
454317625001		01/05/2026	10332832	02032026	123388	40.43	02/06/2026	INV	PD	DB OFFICE SUPPLIES
454317626001		01/05/2026	10332831	02032026	123388	42.46	02/06/2026	INV	PD	DB GENERAL OFFICE SUPPLIE
454318590001		01/06/2026	10332834	02032026	123388	73.63	02/06/2026	INV	PD	DB OFFICE SUPPLIES
454493807001		01/13/2026	10332852	02032026	123388	102.72	02/13/2026	INV	PD	DB OFFICE SUPPLIES
454498275001		01/12/2026	10332843	02032026	123388	14.71	02/13/2026	INV	PD	DB OFFICE SUPPLIES
454498277001		01/12/2026	10332842	02032026	123388	22.27	02/13/2026	INV	PD	DB OFFICE SUPPLIES
454498277002		01/13/2026	10332851	02032026	123388	24.02	02/13/2026	INV	PD	DB OFFICE SUPPLIES
454533750001		01/07/2026	10332869	02032026	123388	58.49	01/20/2026	INV	PD	POST ITS, BATTERIES, PENS
454541389001		01/13/2026	10332850	02032026	123388	17.29	02/13/2026	INV	PD	DB OFFICE SUPPLIES
454541460001		01/13/2026	10332848	02032026	123388	43.75	02/13/2026	INV	PD	DB OFFICE SUPPLIES
454541467001		01/13/2026	10332845	02032026	123388	58.01	02/13/2026	INV	PD	DB OFFICE SUPPLIES
455779392001		01/22/2026	10332934	02032026	123388	45.14	01/26/2026	INV	PD	air fresh hawaii, easel p
455784272001		01/22/2026	10332933	02032026	123388	30.49	01/26/2026	INV	PD	Air Fresh 2 ocean
						1,788.87				
10183 ON THE WING FALCONRY										
781104	7033	01/07/2026	10332854	02032026	123389	14,014.00	01/26/2026	INV	PD	PEST BIRD ABATEMENT SERVI
15004 PACIFIC AQUASCAPE INTERNATIONAL, INC										
3837	6911	01/16/2026	10332794	02032026	123390	16,088.24	01/26/2026	INV	PD	WILDERNESS PARK LOWER PON
11967 PACIFIC PRODUCTS & SERVICES, LLC										
37039		10/24/2025	10332686	02032026	123391	2,271.83	11/23/2025	INV	PD	SURFACE MOUNTS TO HOLD SI
12759 PARKMOBILE LLC										
INVUS0322025002886		12/31/2025	10332913	02032026	123392	2,132.65	01/22/2026	INV	PD	12/2025 TRANSACTION FEES
10521 PLACEWORKS										
CORB-01.0 - 10	6888	11/30/2025	10333025	02032026	123393	450.00	01/26/2026	INV	PD	GENERAL PLAN UPDATE CONSU
CORB-01.0 - 11	6888	12/31/2025	10333026	02032026	123393	3,556.25	01/26/2026	INV	PD	GENERAL PLAN UPDATE CONSU
						4,006.25				
4511 PROFORCE LAW ENFORCEMENT										
592807	7077	01/09/2026	10332865	02032026	123394	8,980.39	02/09/2026	INV	PD	2 BALLISTIC SHIELDS WITH
2548 PRUDENTIAL OVERALL SUPPLY										
43088482		01/13/2026	10332969	02032026	123395	29.45	01/26/2026	INV	PD	STATION 3 RUGS/MATS
43090296		01/20/2026	10332911	02032026	123395	27.50	01/26/2026	INV	PD	STATION 1 RUGS/MATS
						56.95				
15446 PUGH, MARRISSA										
195614		01/13/2026	10332547	02032026	123396	200.00	01/13/2026	INV	PD	REFUND 195614 WP RETURN D
2589 RADL, STEPHEN										

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
7687		01/09/2026	10333188	02032026	123397	795.00	01/28/2026	INV	PD	REPAIRS TO SCRATCHED DOOR
14995 RAIKASH CONSTRUCTION										
E2025-236		01/21/2026	10332901	02032026	123398	2,694.00	01/26/2026	INV	PD	REFUND DEPOSIT FEE, E2025
11255 RED SECURITY GROUP, LLC										
106429		01/26/2026	10333122	02032026	123399	696.25	01/26/2026	INV	PD	ELECTION VALUT DOOR REPLA
13279 REDONDO BEACH POLICE OFFICERS'										
507646_872889		12/02/2025	10332675	02032026	123400	288.00	01/26/2026	INV	PD	PORAC & LDR DUES RESERVE
15069 REDWOOD PUBLIC LAW LLP										
16543		07/31/2025	10332985	02032026	123401	14,784.00	01/26/2026	INV	PD	7/25 Real Estate Transact
18683		11/30/2025	10333121	02032026	123401	7,084.00	01/26/2026	INV	PD	11/25 Real Estate Transac
						21,868.00				
9116 REGAN, BRIAN										
10072025		10/07/2025	10332879	02032026	123402	111.80	01/26/2026	INV	PD	LAAFCA DESERT CONFERENCE
12044 RENDELL, BRAD										
01202026		01/20/2026	10332983	02032026	123403	250.00	02/19/2026	INV	PD	UNDERWATER MAINTENANCE HA
13594 REVIZE LLC										
22926		01/15/2026	10332673	02032026	123404	875.00	01/15/2026	INV	PD	SERVICES DEPT NEWS FEED
2685 RICHARDS, WATSON & GERSHON										
256038		12/03/2025	10332964	02032026	123405	3,864.50	01/26/2026	INV	PD	10/25 NEW COMMUNE DTLA (2
256555		12/29/2025	10332965	02032026	123405	31,160.38	01/26/2026	INV	PD	11/25 New Commune DTLA Le
256556		12/29/2025	10332966	02032026	123405	4,336.50	01/26/2026	INV	PD	11/25 G. Labono Legal Fee
256557		12/22/2025	10333002	02032026	123405	8,024.00	01/26/2026	INV	PD	11/25 Dominguez Park Issu
256558		12/29/2025	10332967	02032026	123405	4,150.00	01/26/2026	INV	PD	11/25 Mehta Mechanical Co
256562		12/29/2025	10332997	02032026	123405	11,957.50	01/26/2026	INV	PD	11/25 Public Records Act
						63,492.88				
14102 ROBERT HALF										
65683481	6812	12/08/2025	10333013	02032026	123406	1,339.20	01/26/2026	INV	PD	TEMPORARY STAFFING SERVIC
65707582	6812	12/15/2025	10333014	02032026	123406	1,382.40	01/26/2026	INV	PD	TEMPORARY STAFFING SERVIC
65797835	6812	01/12/2026	10333015	02032026	123406	1,403.20	01/26/2026	INV	PD	TEMPORARY STAFFING SERVIC
65816552	7187	01/15/2026	10332769	02032026	123406	2,169.72	01/20/2026	INV	PD	TEMPORARY STAFFING FOR FS
65838373	7187	01/22/2026	10333010	02032026	123406	3,214.40	01/22/2026	INV	PD	TEMPORARY STAFFING FOR FS
						9,508.92				
6661 ROBERTSON'S										
769829		12/18/2025	10332872	02032026	123407	878.76	01/18/2026	INV	PD	CONCRETE DELIVERY - 811 S
776129		01/07/2026	10332945	02032026	123407	1,367.22	01/26/2026	INV	PD	CONCRETE FOR AVE H & PALO

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						2,245.98				
2737 ROSE, SHARON										
COURTHOUSE DOGS ROSE		01/21/2026	10332857	02032026	123408	708.97	01/21/2026	INV	PD	TRAVEL EXPENSE COURT CANI
2783 SAFETY-KLEEN CORPORATION										
98719341		12/13/2025	10332634	02032026	123409	791.85	02/12/2026	INV	PD	WASTE PICK UP
6829 SANCON TECHNOLOGIES, INC.										
28992	5829	01/21/2026	10332891	02032026	123410	27,732.00	01/26/2026	INV	PD	SANCON TECHNOLOGIES
28994	5829	01/21/2026	10332892	02032026	123410	31,910.00	01/26/2026	INV	PD	SANCON TECHNOLOGIES
						59,642.00				
3031 SC FUELS										
IN-0000828813A	7249	01/12/2026	10332982	02032026	123411	24,772.78	02/12/2026	INV	PD	8,000 GALLONS UNLEADED FU
4861 SECTRAN SECURITY, INC.										
26011637		01/15/2026	10332784	02032026	123412	617.76	01/20/2026	INV	PD	415 DIAMOND ST - JAN 2026
11774 SHAFER, MARIA										
2026-003 RBHC		01/01/2026	10333023	02032026	123413	510.00	01/26/2026	INV	PD	MEETING MINUTES FOR HARBO
9823 SHRED-IT USA LLC										
8013028816		12/31/2025	10333021	02032026	123414	579.68	01/26/2026	INV	PD	PAPER SHREDDING SERVICE
8931 SIGNAL ATTORNEY SERVICE, INC.										
011526		01/15/2026	10332986	02032026	123415	140.00	01/26/2026	INV	PD	Services Rendered from 01
15450 SINGH, SANJAY										
200441		01/13/2026	10332541	02032026	123416	173.00	01/13/2026	INV	PD	REFUND 200441 3TEN1101-08
8862 SONSRAY MACHINERY										
SWO083336-1		11/21/2025	10332654	02032026	123417	1,792.64	01/26/2026	INV	PD	UNIT 360-17 REMOVED, REPL
14292 SOUTH BAY AEROSPACE ALLIANCE										
003		01/22/2026	10332955	02032026	123418	100.00	01/22/2026	INV	PD	2026 DUES
11210 SOUTH BAY FLEET SPECIALIST										
21999		01/14/2026	10332797	02032026	123419	1,792.79	02/03/2026	INV	PD	UNIT 644 CITY DAMAGE RIGH
2990 SOUTH BAY FORD										
530478		12/04/2025	10332792	02032026	123421	521.23	02/03/2026	INV	PD	UNIT 370 TIRE PRESSURE

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
571732		01/07/2026	10332639	02032026	123420	103.72	01/26/2026	INV	PD	UNIT 402-11 GEAR INDICATO
571792		01/07/2026	10332621	02032026	123420	73.92	01/26/2026	INV	PD	STOCK - TPMS SENSOR
572492		01/13/2026	10332619	02032026	123420	138.50	01/26/2026	INV	PD	UNIT 013 - DOOR MIRROR GL
573104		01/16/2026	10332789	02032026	123420	52.47	02/03/2026	INV	PD	UNIT 667 WIPER NOZZLES
						889.84				
9634 SOUTH BAY LANDSCAPING, INC.										
21911		12/31/2025	10332961	02032026	123422	1,392.00	01/31/2026	INV	PD	MONTHLY PIER LANDSCAPING
21916		12/31/2025	10332962	02032026	123422	1,824.00	01/31/2026	INV	PD	HARBOR LANDSCAPE MAINT A/
21917		12/31/2025	10332963	02032026	123422	1,200.00	01/31/2026	INV	PD	MONTHLY MEDIAN LANDSCAPIN
						4,416.00				
2999 SOUTH BAY SHELL										
DEC2025 CAR WASH		12/02/2025	10332765	02032026	123423	388.00	02/03/2026	INV	PD	DECEMBER 2025 CAR WASHES
3016 SOUTHERN CALIFORNIA EDISON										
700354269811-123025		12/30/2025	10332572	02032026	123424	1,968.17	01/19/2026	INV	PD	1521 KINGSDALE AVE 11/25/
3045 SPECIALTY DOORS										
56590S		01/06/2026	10332657	02032026	123425	509.97	01/26/2026	INV	PD	TROUBLESHOT SNACK BAR RBP
15451 SUN, YIWEN										
200444		01/13/2026	10332543	02032026	123426	181.00	01/13/2026	INV	PD	REFUND 200444 3TEN1114-05
8435 T-MOBILE USA										
L2601090094		01/09/2026	10332855	02032026	123427	50.00	01/09/2026	INV	PD	CELL TOWER DUMP SEARCH WA
9715 T2 SYSTEMS CANADA INC.										
INVEBP0000010653		01/17/2026	10332950	02032026	123428	120.50	01/26/2026	INV	PD	EXTEND BY PHONE USAGE 12/
IRIS0000154278	7237	11/23/2025	10332953	02032026	123428	27,720.00	01/26/2026	INV	PD	T2 annual software licens
RTNIRIS0000003452		07/09/2025	10325366	02032026	123428	-2,080.00	07/09/2025	CRM	PD	IRIS0000148982 (CREDIT)
						25,760.50				
9361 TETRA TECH, INC										
52536862	6355	01/16/2026	10332790	02032026	123429	1,102.50	01/26/2026	INV	PD	PLANNING-DESIGN FOR GLENN
71 TIME WARNER CABLE										
188418401010126		01/15/2026	10332664	02032026	123430	420.00	01/15/2026	INV	PD	DARK FIBER
188420401010126		01/15/2026	10332665	02032026	123430	420.00	01/15/2026	INV	PD	188420401DARK FIBER
188500801010126		01/15/2026	10332663	02032026	123430	260.89	01/15/2026	INV	PD	188500801 SERVICES
						1,100.89				
11361 TIREHUB, LLC										
55951491		01/13/2026	10332648	02032026	123431	813.80	01/26/2026	INV	PD	UNIT 013 - TIRES

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
12915 TORO ENTERPRISES INC										
19602	7186	01/16/2026	10332721	02032026	123432	6,905.96	01/26/2026	INV	PD	STORM DRAIN AND SEWER REP
7361 TRANSPORTATION CONCEPTS										
5161225	7086	01/22/2026	10332935	02032026	123433	360,518.61	01/26/2026	INV	PD	Transportation Concepts-
12238 TRENCH SHORING COMPANY										
SI20008445		01/14/2026	10332700	02032026	123434	140.04	02/15/2026	INV	PD	RAILROAD SPIKES FOR STREE
3270 TYLER TECHNOLOGIES INC										
045-549299		01/15/2026	10332662	02032026	123435	400.00	01/15/2026	INV	PD	CUSTOM REPORT CRYSTAL TO
5885 U.S. BANK CORPORATE PAYMENT SYSTEM										
0024 12-22-2025		12/22/2025	10332808	02032026	123436	87.40	01/20/2026	INV	PD	D. STRICKFADEN DECEMBER C
008712222025		01/14/2026	10332635	02032026	123436	1,392.72	01/20/2026	INV	PD	N BONILLA- LL Bean, Miche
0088-12222025		12/22/2025	10332611	02032026	123436	1,146.13	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
027012222025		12/22/2025	10332612	02032026	123436	525.90	01/20/2026	INV	PD	PORTOLESE CALCARD 12/22/2
0304-12222025		12/22/2025	10332436	02032026	123436	5,383.41	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
037312222025		01/12/2026	10332535	02032026	123436	36.00	01/12/2026	INV	PD	VICTORIA CHANG CALCARD DE
064312222025		12/22/2025	10332661	02032026	123436	319.08	01/20/2026	INV	PD	HARRISON CALCARD 12/22/20
067312222025		12/22/2025	10332623	02032026	123436	2,448.81	01/20/2026	INV	PD	HAVRILCHAK CALCARD 12/22/
0826-12222025		12/22/2025	10332597	02032026	123436	3,220.44	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
097812222026		01/08/2026	10332324	02032026	123436	131.64	01/08/2026	INV	PD	CHELSEA SIMPSON CALCARD 1
098612222025		12/22/2025	10332589	02032026	123436	132.20	01/20/2026	INV	PD	KORTE CALCARD 12/22/2025
1017-12222025		12/22/2025	10332813	02032026	123436	3,099.46	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
103912222025		01/16/2026	10332739	02032026	123436	76.16	01/16/2026	INV	PD	CALCARD STATEMENT 12-22-2
110312222025		12/22/2025	10332626	02032026	123436	52.65	01/20/2026	INV	PD	WESTPHAL CALCARD 12/22/20
111112222025		12/22/2025	10332637	02032026	123436	128.40	01/20/2026	INV	PD	HOLLEY CALCARD 12/22/2025
115212222025		12/22/2025	10332647	02032026	123436	96.76	01/20/2026	INV	PD	SADEGHI CALCARD 12/22/202
128112222025		01/16/2026	10332718	02032026	123436	156.96	01/16/2026	INV	PD	SBEHRENDT CALCARD 122025
140212222025		12/22/2025	10332660	02032026	123436	607.97	01/20/2026	INV	PD	STEVENS CALCARD 12/22/202
1615-12222025		12/22/2025	10332771	02032026	123436	5.28	01/20/2026	INV	PD	BOSTER CALCARD 12/22/2025
1647-12222025		12/22/2025	10332744	02032026	123436	2,181.62	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
169512222025		01/22/2026	10332944	02032026	123436	399.98	01/22/2026	INV	PD	J KAMSVAAG 12/25 CAL CARD
170112222025		12/22/2025	10332618	02032026	123436	591.70	01/20/2026	INV	PD	EVELO CALCARD 12/22/2025
1848 12-22-2025		12/22/2025	10332807	02032026	123436	173.59	01/20/2026	INV	PD	E. SMITH DECEMBER CAL CAR
185712222025		01/16/2026	10332717	02032026	123436	808.96	01/16/2026	INV	PD	RMICHEL CALCARD 122025
1922-12222025		12/22/2025	10332689	02032026	123436	686.43	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
2076-1222025		12/22/2025	10332815	02032026	123436	1,061.80	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
2133-12222025		12/22/2025	10332596	02032026	123436	7,107.92	01/20/2026	INV	PD	DOSSETT CALCARD 12/22/202
220512222025		12/22/2025	10332613	02032026	123436	133.55	01/20/2026	INV	PD	CENICEROS CALCARD 12/22/2
221312222025		12/22/2025	10332601	02032026	123436	45.00	01/20/2026	INV	PD	MONTEILH CALCARD 12/22/20
257212222025		12/22/2025	10332591	02032026	123436	56.49	01/20/2026	INV	PD	OTT CALCARD 12/22/2025
2602-12222025		12/22/2025	10332594	02032026	123436	1,939.73	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
2631-12222025		12/22/2025	10332602	02032026	123436	-1,311.63	01/20/2026	CRM	PD	CAL CARD DECEMBER 2025 -
287012222025		12/22/2025	10332615	02032026	123436	32.26	01/20/2026	INV	PD	PRESTIA CALCARD 12/22/202
293612222025		12/22/2025	10332616	02032026	123436	35.08	01/20/2026	INV	PD	LONG CALCARD 12/22/2025
2968-12222025		12/22/2025	10332776	02032026	123436	1,270.64	01/20/2026	INV	PD	MAHONEY CALCARD 12/22/25
305112222025		01/16/2026	10332694	02032026	123436	3,634.02	01/16/2026	INV	PD	MIKE COOK CALCARD DEC 25
3248-12222025		12/22/2025	10332736	02032026	123436	141.38	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
3471-12222025		12/22/2025	10332693	02032026	123436	2,811.74	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
348112222025		12/22/2025	10332649	02032026	123436	3,568.25	01/20/2026	INV	PD	HENRY CALCARD 12/22/2025
3686-12222025		12/22/2025	10332779	02032026	123436	70.75	01/20/2026	INV	PD	REGAN CALCARD 12/22/25
368912222025		01/13/2026	10332554	02032026	123436	4,706.16	01/13/2026	INV	PD	JACK MEYER CAL CARD 12/22
397702032026		12/22/2025	10332683	02032026	123436	100.00	01/20/2026	INV	PD	K. BUCK - URBAN LAND INST
4196-12222025		12/22/2025	10332713	02032026	123436	219.00	01/20/2026	INV	PD	12/25 J. Ford Cal Card
420412222025		01/06/2026	10332126	02032026	123436	197.88	01/06/2026	INV	PD	MICHELLE PINEDO CALCARD
421212222025		01/15/2026	10332674	02032026	123436	666.88	01/15/2026	INV	PD	GERALDINE GINA MANZANO CA
421412222026		01/08/2026	10332358	02032026	123436	286.62	01/08/2026	INV	PD	HONEL LARA CALCARD 2025 D
424712222025		01/11/2026	10332489	02032026	123436	685.81	01/11/2026	INV	PD	Jonathan Reyes-Flores Cal
427012222025		01/14/2026	10332656	02032026	123436	1,511.07	01/14/2026	INV	PD	ALEXANDRA LOPEZ CALCARD D
429612222025		01/12/2026	10332538	02032026	123436	897.64	01/12/2026	INV	PD	GERALDINE LOPEZ CALCARD D
4436-12222025		12/22/2025	10332780	02032026	123436	117.10	01/20/2026	INV	PD	SISANTE CALCARD 12/22/25
4444-12222025		12/22/2025	10332775	02032026	123436	1,564.35	01/20/2026	INV	PD	LACKEY CALCARD 12/22/25
4451-12222025		12/22/2025	10333031	02032026	123436	120.00	01/20/2026	INV	PD	SEAN SCULLY 12/25 CAL CAR
4603-12222025		12/22/2025	10332296	02032026	123436	410.10	01/20/2026	INV	PD	JESSE REYES, CAL CARD, 12
4608-12222025		12/22/2025	10332587	02032026	123436	2,868.05	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
4694-12222025		12/22/2025	10332692	02032026	123436	362.08	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
4737-12222025		12/22/2025	10332768	02032026	123436	533.60	01/20/2026	INV	PD	DAILEY CALCARD 12/22/25
484212222025		01/12/2026	10332536	02032026	123436	15.32	01/12/2026	INV	PD	BARRY CHRISTENSEN CALCARD
4849-12222025		12/22/2025	10332870	02032026	123436	2,487.99	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
493412222025		12/22/2025	10332604	02032026	123436	522.45	01/20/2026	INV	PD	M DELERY CALCARD 12/22/20
5074-12222025		12/22/2025	10332871	02032026	123436	247.36	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
5151-12222025		12/22/2025	10332687	02032026	123436	630.92	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
530312222025		12/22/2025	10332599	02032026	123436	2,985.76	01/20/2026	INV	PD	WEISS CALCARD 12/22/2025
535812222025		12/22/2025	10332605	02032026	123436	39.98	01/20/2026	INV	PD	ALSTON CALCARD 12/22/2025
5479-12222025		12/22/2025	10332782	02032026	123436	13.16	01/20/2026	INV	PD	YAMAMOTO CALCARD 12/22/25
554312222025		12/22/2025	10332659	02032026	123436	211.25	01/20/2026	INV	PD	RUBIO CALCARD 12/22/2025
566012222025		12/22/2025	10332617	02032026	123436	82.00	01/20/2026	INV	PD	MARTIN CALCARD 12/22/2025
5708-12222025		12/22/2025	10332778	02032026	123436	265.37	01/20/2026	INV	PD	MAY CALCARD 12/22/2025
5730-12222025		12/22/2025	10332772	02032026	123436	459.65	01/20/2026	INV	PD	BROWN CALCARD 12/22/25
574012222025		12/22/2025	10332644	02032026	123436	61.79	01/20/2026	INV	PD	MERRILL CALCARD 12/22/202
582012222025		01/15/2026	10332682	02032026	123436	1,121.35	01/15/2026	INV	PD	KRISTEN MARTIN CALCARD DE
5897-12222025		12/22/2025	10332716	02032026	123436	774.53	01/22/2026	INV	PD	CAL CARD SEPTEMBER 2025 -
600112222025		12/22/2025	10332606	02032026	123436	44.09	01/20/2026	INV	PD	MENDENCE CALCARD 12/22/20
609912222025		01/16/2026	10332691	02032026	123436	4,847.11	01/16/2026	INV	PD	ZACHARIAH PAINTER CALCARD
6120-122225		12/22/2025	10332706	02032026	123436	1,576.66	01/20/2026	INV	PD	12/25 M. Morallo Cal Card
6273-12222025		12/22/2025	10332773	02032026	123436	940.70	01/20/2026	INV	PD	CONARD CALCARD 12/22/25
628212222025		12/22/2025	10332636	02032026	123436	265.89	01/20/2026	INV	PD	GONZALEZ CALCARD 12/22/20
6289-12222025		12/22/2025	10332598	02032026	123436	2,340.00	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
6290-12222025		12/22/2025	10332770	02032026	123436	1,198.75	01/20/2026	INV	PD	BELLANTE CALCARD 12/22/25
6366-12222025		12/22/2025	10332814	02032026	123436	156.91	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
6390-12222025		12/22/2025	10332853	02032026	123436	2,919.27	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
6431-12222025		12/22/2025	10332781	02032026	123436	526.84	01/20/2026	INV	PD	WADDELL CALCARD 12/22/25
6441-12222025		12/22/2025	10332741	02032026	123436	260.72	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
647212222025		01/06/2026	10332124	02032026	123436	3,998.27	01/06/2026	INV	PD	KELLY ORTA CALCARD DEC 20
654612222025		12/22/2025	10332632	02032026	123436	264.51	01/20/2026	INV	PD	ARNOLD CALCARD 12/22/2025
674112222025		12/22/2025	10332630	02032026	123436	16.01	01/20/2026	INV	PD	SPRENGEL CALCARD 12/22/20
680512222025		01/16/2026	10332742	02032026	123436	819.96	01/16/2026	INV	PD	BWALLER CALCARD 122025
6818-12222025		12/22/2025	10332711	02032026	123436	741.60	01/20/2026	INV	PD	12/25 L. Omura Cal Card
682012222025		12/22/2025	10332643	02032026	123436	192.51	01/20/2026	INV	PD	MANIS CALCARD 12/22/2025
682612222025		12/22/2025	10332610	02032026	123436	100.55	01/20/2026	INV	PD	DILEVA CALCARD 12/22/2025
6932-12222025		12/22/2025	10332191	02032026	123436	4,359.41	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
709612222025		12/22/2025	10332609	02032026	123436	250.72	01/20/2026	INV	PD	VALDIVIA CALCARD 12/22/20
710612222025		12/22/2025	10332595	02032026	123436	512.29	01/20/2026	INV	PD	ROSE CALCARD 12/22/2025

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
737312222025		01/27/2026	10333123	02032026	123436	14.58	01/27/2026	INV	PD	ELIZABETH HAUSE CALCARD D
752012222025		12/22/2025	10332466	02032026	123436	1,555.34	01/21/2026	INV	PD	LIBRARY/VILHAUER
757212222025		12/22/2025	10333024	02032026	123436	941.11	01/22/2026	INV	PD	CAL CARD DEC 2025 - ROY L
760612222025		01/12/2026	10332537	02032026	123436	475.44	01/12/2026	INV	PD	ROBERT PIERCE CALCARD DEC
766312222025		12/22/2025	10333020	02032026	123436	1,104.89	01/22/2026	INV	PD	CAL CARD DEC 2025 - JOSE
770112222025		12/22/2025	10332614	02032026	123436	427.72	01/20/2026	INV	PD	KILPATRICK CALCARD 12/22/
7739-12225		01/16/2026	10332732	02032026	123436	1,125.00	01/20/2026	INV	PD	MANZANO DECEMBER CALCARD
775412222025		01/16/2026	10332740	02032026	123436	220.00	01/16/2026	INV	PD	MWITZANSKY CALCARD 122025
782512222025		12/22/2025	10332603	02032026	123436	88.46	01/20/2026	INV	PD	SPRY CALCARD 12/22/2025
783412222025		12/22/2025	10332620	02032026	123436	549.39	01/20/2026	INV	PD	DRURY CALCARD 12/22/2025
7933-12222025		12/22/2025	10332783	02032026	123436	2,118.68	01/20/2026	INV	PD	YANG CALCARD 12/22/25
801312222025		01/14/2026	10332586	02032026	123436	4,054.26	01/14/2026	INV	PD	CDIAZCALCARD SENIORTRIPS,
836612222025		12/22/2025	10332590	02032026	123436	539.22	01/20/2026	INV	PD	HALEY CALCARD 12/22/2025
885312222025		12/22/2025	10332588	02032026	123436	370.98	01/20/2026	INV	PD	HOFFMAN CALCARD 12/22/202
8866-12222025		12/22/2025	10332774	02032026	123436	144.61	01/20/2026	INV	PD	CURRIE CALCARD 12/22/25
8908-12222025		12/22/2025	10332777	02032026	123436	197.66	01/20/2026	INV	PD	MALLABON CALCARD 12/22/25
8979-12222025		12/22/2025	10332607	02032026	123436	1,574.32	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
8996-12222025		12/22/2025	10332196	02032026	123436	3,137.55	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
920312222025		12/22/2025	10332608	02032026	123436	2,856.79	01/20/2026	INV	PD	RECINOS CALCARD 12/22/202
9224-12222025		12/22/2025	10332747	02032026	123436	7,106.85	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
9234-12222025		12/22/2025	10332688	02032026	123436	363.00	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
940812222025		01/16/2026	10332737	02032026	123436	1,793.75	01/16/2026	INV	PD	JLIGHT CALCARD 122025
9449-12222025		12/22/2025	10332735	02032026	123436	3,188.56	01/20/2026	INV	PD	CAL CARD DECEMBER 2025 -
946012222025		01/06/2026	10332181	02032026	123436	2,199.66	01/06/2026	INV	PD	ANTHONY WILSON CAL CARD 1
949812222025		01/14/2026	10332593	02032026	123436	953.49	01/14/2026	INV	PD	SONNACA LUCKEY CALCARD DE
960212222025		12/22/2025	10332628	02032026	123436	1,009.39	01/20/2026	INV	PD	COOK CALCARD 12/22/2025
984412222025		12/22/2025	10332645	02032026	123436	7,463.80	01/20/2026	INV	PD	TEMPRANO CALCARD 12/22/20
991712222025		12/22/2025	10332638	02032026	123436	1,142.79	01/20/2026	INV	PD	LOFSTROM CALCARD 12/22/20
						142,701.91				
4616 UNITED SITE SERVICES OF CALIFORNIA, INC.										
114-14164821		12/05/2025	10332861	02032026	123437	26.34	01/26/2026	INV	PD	TEMP FENCE 545 N GERTRUDA
114-14176149		12/31/2025	10332860	02032026	123437	26.34	01/26/2026	INV	PD	TEMP FENCE 545 N GERTRUDA
						52.68				
3621 VERIZON WIRELESS										
6131928203		01/16/2026	10332705	02032026	123438	90.60	01/16/2026	INV	PD	PHONE BILL NOV-DEC 2025
6131931922		01/13/2026	10332563	02032026	123438	2,540.95	01/13/2026	INV	PD	MDC RBPD 442003601-0002
6132386930		01/15/2026	10332668	02032026	123438	407.05	01/15/2026	INV	PD	3705264450002
6132463846		01/15/2026	10332667	02032026	123438	310.84	01/15/2026	INV	PD	842000640
						3,349.44				
6081 VERONICA TAM & ASSOCIATES										
3726	7149	01/12/2026	10332658	02032026	123439	8,925.00	01/26/2026	INV	PD	On-Call Consulting Re: Ho
3392 WALTERS WHOLESALE ELECTRIC CO.										
S128378695.002	7184	09/24/2025	10333032	02032026	123440	9,612.34	10/25/2025	INV	PD	STREET LIGHTING - BIKE PA
3421 WEST COAST ARBORISTS INC										
237867	7206	12/15/2025	10332947	02032026	123441	4,160.00	01/26/2026	INV	PD	PROVIDE TREE TRIMMING SER

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
237932	7206	12/15/2025	10332946	02032026	123441	29,826.00	01/26/2026	INV	PD	PROVIDE TREE TRIMMING SER
238638	7206	12/31/2025	10332763	02032026	123441	2,070.00	02/03/2026	INV	PD	PROVIDE TREE TRIMMING SER
238639	7206	12/31/2025	10332764	02032026	123441	15,960.00	02/03/2026	INV	PD	PROVIDE TREE TRIMMING SER
						52,016.00				
3458 WILLIAMS SCOTSMAN, INC.										
9025385018		01/12/2026	10332697	02032026	123442	174.07	02/11/2026	INV	PD	PREMIUM & TRI DOORS - ST
3484 WORLD BOOK, INC.										
ARI0013529		12/04/2025	10332873	02032026	123443	1,127.15	01/03/2026	INV	PD	JUVY BOOKS
4049 ZIP REPORTS										
52705251228		01/16/2026	10332708	02032026	123444	4.75	01/16/2026	INV	PD	REPORTS ORDERED DEC 2025
3510 ZOLL MEDICAL CORPORATION										
4412143		01/13/2026	10332968	02032026	123445	2,101.62	02/12/2026	INV	PD	AUTOPULSE EQUIPMENT
		434 INVOICES				1,395,799.98				

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

Administrative Report

H.5., **File #** 26-0132 **Meeting Date:** 2/3/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

APPROVE CONTRACTS UNDER $35,000:

1. APPROVE AN AGREEMENT WITH MAXIMUS US SERVICES, INC. FOR PREPARATION OF THE CITY'S ANNUAL INTERNAL COST ALLOCATION PLAN IN AN AMOUNT NOT TO EXCEED $20,000 FOR THE TERM FEBRUARY 3, 2026 TO DECEMBER 31, 2026

EXECUTIVE SUMMARY

Approve Contracts Under $35,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt, Signature & Insurance - Maximus US Services, Inc.

maximus

SERVICE AGREEMENT

This Service Agreement, (this “Agreement”), is entered into this 3rd day of February, 2026 (the “Effective Date”), by and between Maximus US Services, Inc., ("Maximus”), and City of Redondo Beach, California, ("Client"). Maximus and Client are sometimes referred to herein as the “Parties” or individually as a “Party.” In consideration of mutual promises and covenants, the parties agree as follows:

1. **Scope of Services.**

    a. Maximus will perform in a professional manner the Services detailed in Exhibit A.

2. **Term.**

    a. Unless otherwise earlier terminated pursuant to Section 4 herein, this Agreement commences on the Effective Date and remains in effect until December 31, 2026.

3. **Compensation.**

    b. Client will pay Maximus the fees for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.

4. **Termination.**

    a. Termination for Cause. Upon material breach of the terms of this Agreement by a Party, the non-breaching Party shall provide written notice to the breaching Party specifying the nature of the breach. The breaching Party shall have thirty (30) days’ (or such longer period as the Parties may mutually agree upon) from the date of receipt of such notice to cure any such breach.

    b. Termination for Convenience. Either Party may terminate this Agreement without cause upon 60 days’ prior written notice to the other Party. In the event the Agreement is terminated by Client, Client will reimburse Maximus for all reasonable costs incurred by Maximus due to such early termination.

    c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the breach (if any), Client agrees to pay Maximus in full for all goods and/or services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.

5. **Invoicing and Payment.**
   a. Client shall pay Maximus a fee for Services rendered as set forth in Exhibit B. Unless stated otherwise in Exhibit B, Client will pay all invoices in full within thirty (30) days of the invoice date. An additional charge of one point five percent (1.5%) or the highest amount allowed by law will be applied to unpaid balances beyond ninety (90) days. Client agrees to always remain current on all amounts charged for the Services and acknowledges and agrees that any breach of the foregoing shall constitute a material breach under this Agreement entitling Maximus to pursue any and all remedies available at equity or at law including the suspension or termination of the Services provided hereunder.

6. **Data Accuracy.**

   a. Maximus shall provide professional guidance to Client in determining the data required to be furnished to Maximus to perform the Services. Maximus represents that such guidance shall be consistent with generally accepted professional standards under applicable federal and state laws. Client warrants and represents that all data provided to Maximus is complete and accurate. Client further represents and warrants that all such data will be provided in a timely manner sufficient to allow Maximus to provide the Services in accordance with this Agreement. Maximus will rely on these representations in providing the Services and shall have no liability whatsoever arising from Client providing incomplete or inaccurate data or providing data in an untimely manner. Maximus shall use commercially reasonable efforts to provide the Services on a timely basis.

7. **Records and Inspections.**

   a. Maximus will maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client will have the right to examine and audit the records and to make transcripts therefrom. Client will provide 30 days' prior written notice of its intent to inspect or audit any such records and will conduct such inspection or audit only during Maximus's normal business hours and no more than once every six months. Any employee, contractor, subcontractor, or agent of Client granted access to such records will execute a non-disclosure agreement prior to being granted access.

8. **Warranties.**

   a. Maximus warrants only that it will perform the Services in a manner consistent with the standards typically practiced by similarly situated companies in the same industry.

b. MAXIMUS SPECIFICALLY DISCLAIMS, AND THE CLIENT WAIVES, ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CUSTOM OR USAGE, OR OTHERWISE AS TO ANY GOODS OR SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. MAXIMUS DOES NOT WARRANT THAT THE SERVICES WILL FUNCTIONALLY MEET CLIENT'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. FURTHERMORE, MAXIMUS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR RESULTS OF THE USE OF THE SERVICES IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF THE SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MAXIMUS HEREUNDER SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT, IN WHICH CASE THE PARTIES EXPRESSLY AGREE THAT THE EXCLUSION SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

9. **Client Representations & Warranties.**

a. Client represents and warrants to Maximus that its use of the Services shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, judgments, decrees, standards, requirements or procedures enacted, adopted, applied, enforced or followed now or in the future by any federal or state governmental bodies or agencies. Client further represents and warrants to Maximus that it has obtained all necessary consents, rights and permissions to enter into this Agreement and use the Services in accordance with the terms of this Agreement.

10. **Ownership of Intellectual Property.**

a. Maximus shall retain all right, title, and interest in and to its pre-existing proprietary methodologies, templates, tools, software, and materials developed independently of this Agreement ("Pre-Existing Materials"). Nothing herein shall be construed to transfer ownership of Maximus's Pre-Existing Materials to Client.
b. All reports, plans, analyses, calculations, cost allocation plans, documentation, and other work product prepared specifically for Client in the performance of the Services under this Agreement (collectively, the "Deliverables") shall be owned by Client.
c. Governmental Use. Maximus acknowledges and agrees that Client may provide the Deliverables to auditors, regulators, grantors, oversight agencies, successor consultants, and the public as required by law, and waives any claim that such use exceeds the scope of this Agreement.
d. Except for ownership of Pre-Existing Materials, Maximus shall retain no ownership interest, approval right, or control over Client's use of the Deliverables.

e. All documentation and data will be handled in compliance with the California Public Records Act. Disclosure to the public shall be governed by applicable laws ensuring that only exempt information is withheld from public access. Maximus shall not be obligated to assign any proprietary software or data developed by or at the direction of Maximus for Maximus' own use; provided, however, that Maximus shall indemnify, defend and hold Client harmless from and against any discovery or California Public Records Act request seeking the disclosure of any such proprietary software, documentation or data.

11. **Compatible Platforms/Hardware.**

a. To the extent applicable to the Services that will be provided by Maximus, notwithstanding any initial set-up and/or implementation services provided by Maximus at the commencement of the Term, Client is responsible for obtaining, installing and maintaining an appropriate operating environment, including all connectivity and equipment as well as the necessary hardware, operating system software and other items required to access and use the Services (the "Operating Environment"). Maximus will not be responsible for any incompatibility between the Service and Client's Operating Environment or for Client's use of any third-Party software, hardware, browsers or other products not specifically recommended or approved by Maximus for Client's use with the Services. Maximus will make written compatibility recommendations available to Client at Client's request, but, for clarity, Client is ultimately responsible for the compatibility and operation of its Operating Environment.

12. **Copyright for Maximus's Proprietary Software.**

a. To the extent that the Services provided by Maximus are generated by Maximus's proprietary software, nothing contained herein is intended nor will it be construed to require Maximus to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Maximus' software. Nothing in this Agreement will be construed to grant Client any rights to Maximus's materials created prior to the execution of this Agreement. All of the deliverables prepared by Maximus for Client included in the Services are specifically set out in Exhibit A.

13. **Maximus Liability if Audited.**

a. Maximus will, upon notice of audit, make work papers and other records available to the auditors. Maximus's sole responsibility under an audit will be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Maximus will not be liable for any audit disallowances, or any missed or lost revenue associated with, or related to, the Services, unless caused by Maximus' gross negligence.

14. **Indemnification.**

a. To the extent allowed by law, each Party (an “Indemnifying Party”) will defend, indemnify and hold harmless the other Party (an “Indemnified Party”) from and against any and all third-Party claims, damages, liabilities and costs (including reasonable attorney fees) to the extent caused by the negligent actions or willful misconduct of the Indemnifying Party, its employees or agents. The Indemnifying Party will not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Indemnified Party, its employees, Contractors, or agents or any third party.

b. Without limiting the foregoing, Maximus shall defend, indemnify, and hold harmless Client from and against any third-party claim alleging that the Deliverables, or Client’s authorized use thereof, infringe, misappropriate, or otherwise violate the intellectual property rights of any third party.

15. **Limitation of Liability.**

a. EXCEPT FOR CLAIMS ARISING FROM OR RELATING TO AN INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY BY CLIENT, OR CLIENT’S FAILURE TO PAY FOR SERVICES RENDERED,THE PARTIES AGREE ANY AND ALL LIABILITY OF MAXIMUS TO CLIENT FOR ANY AND ALL CLAIMS, LIABILITIES, ACTIONS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE AND REGARDLESS OF LEGAL THEORY ASSERTED, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT, IN THE AGGREGATE, EXCEED TWO TIMES THE FEES PAID OR PAYABLE TO MAXIMUS UNDER THIS AGREEMENT.

b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST PROFITS (EVEN IF SUCH LOST REVENUE IS ULTIMATELY DETERMINED TO BE DIRECT DAMAGES), REPLACEMENT GOODS, LOST OPPORTUNITY, LOSS OF TECHNOLOGY RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SOFTWARE OR ANY PORTION THEREOF REGARDLESS OF THE LEGAL THEORY UNDER WHICH THE DAMAGES ARE SOUGHT. THIS LIMITATION STANDS EVEN IF A PARTY IS ADVISED OF THE LIKELIHOOD OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR LIMITED REMEDY.

16. **Notices.** All notices under this Agreement will be in writing and will be delivered by electronic mail with written confirmation of delivery enabled, personal service, certified mail, postage prepaid, or overnight courier to the addresses set forth below. Any notice sent by certified mail will be deemed to have been given five (5) business days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a Party.

For Maximus:	**For Redondo Beach, California:**
Bridgette Clements 808 Moorefield Park Dr, Suite 205	Stephanie Meyer, Finance Director City of Redondo Beach

Richmond, VA, 23236
Phone: 850-386-1101
Email: BridgetteClements@maximus.com

Finance Department
415 Diamond Street
Redondo Beach, California, 90277
Phone: 310-697-3134
Email: Stephanie.Meyer@redondo.org

Copy to:
Contracts Department
Maximus, Inc.
1600 Tysons Blvd. #1400
McLean, VA 22102
Phone: 571.342.3048
Fax: 703.251.8240
Email: legalnotices@maximus.com

17. **Changes.**

a. This Agreement and any scope of Services hereunder may be modified or amended only by a written amendment mutually executed by the Parties.

18. **Miscellaneous.**

a. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any right or benefit, whether directly or indirectly or otherwise, to third persons.

b. If Maximus is requested by Client to produce Maximus deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Client and Maximus shall execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with the Maximus response and related to the reasonable fees of Maximus in responding. The foregoing does not: (1) diminish or negate Maximus's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement; or (2) apply in the event Maximus is compelled by subpoena from a third party to provide Client deliverables, documents, records, working papers, or personnel for testimony or interviews.

c. The Parties intend that Maximus, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Maximus and Maximus' employees are not to be considered agents or employees of Client for any purpose. Neither Party shall have the power to act or bind the other Party except as expressly provided for herein.

d. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.

e. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of the provisions of this Agreement.

f. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof will have any validity or bind any of the parties hereto. This shall include any purchase order submitted or provided by Client, whether prior to or upon execution of this Agreement, which shall be for Client's internal purposes only. Maximus rejects, and in the future is deemed to have rejected, any purchase order's terms to the extent they add to or conflict in any way with this Agreement or the applicable Scope of Services, and such additional or conflict terms will have no effect.

g. Neither Party will be liable to the other for any loss, delay or non-performance caused by, including, without limitation, acts of God, pandemic, epidemic, war, civil or military disobedience or disorder, riot, terrorism, fire, earthquake, storm, flood, or similar circumstances not under the Party's control (not including labor strikes or lack of export approval).

h. Maximus shall not subcontract any portion of the Services without Client's written approval. All approved subcontractors shall be subject to and comply with the term of this Agreement.

i. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

j. Waiver by either Party of a breach of any provision of this Agreement or the failure by either Party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

k. Maximus shall maintain insurance in accordance to Exhibit C of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

Maximus:
Maximus US Services, Inc.
By: Signed by: Jaida Williams
Name: Jaida Williams
Title: Sr. Specialist - Contracts
Date: 1/28/2026 | 9:04 AM PST

Client:
Redondo Beach, California
By:
Name: James A. Light
Title: Mayor
Date:

maximus

EXHIBIT A

CA CI REDONDO BEACH CAP 25A

SCOPE OF SERVICES:

Maximus represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Maximus or under its supervision, and all personnel engaged in the work will be fully qualified to perform the services described herein. Maximus reserves the right to subcontract for Services hereunder, in accordance with Section 18(h) of this Agreement.

Description of Services:

a) Development of a central services Full Cost Allocation Plan, which identifies the various costs incurred by the Client to support operating departments, proprietary and special revenue funds, and administer programs that provide services directly to the community. This Full Cost Allocation Plan will contain a determination of the allowable cost of providing each supporting services as specified in the City's Administrative Policy/Procedures ("APP") Number 3.18.

b) Develop an "Office of Management and Budget ("OMB") Cost Allocation Plan in accordance with the costing principles contained in Title 2 Code of Federal Regulations Part 200. Ensure the OMB Cost Allocation Plan shall identify the central services costs for all federal and non-federal grants and contracts that require costing to be based on the federal cost principles.

c) Prepare the Full Cost Allocation Plan and OMB Cost Allocation Plan in accordance with the City's APP Number 3.18.

d) Negotiation, of the completed cost allocation plan, with the representatives of the State or federal government, whichever is applicable, upon written approval of Client.

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EXHIBIT B

COMPENSATION:

For Services provided as set forth above, in Exhibit A, Client agrees to pay Maximus compensation in the amount of Twenty Thousand Dollars ($20,000).

Maximus will render to Client one or more invoices for the fees specified herein upon delivery of the Cost Allocation Plans as specified in Exhibit A, with payment due thirty (30) days after the Client's receipt of invoice.

The fee breakdown is as follows:

Fiscal Year 2025 reporting	$20,000

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EXHIBIT C

INSURANCE:

Without limiting Maximus' indemnification obligations under this Agreement, Maximus 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 Maximus, 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

Maximus 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 to the policy as a whole. Coverage for the Client will be provided on a primary and non-contributory basis, with the

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 disclosed to the Client. Maximus shall provide evidence of financial capacity to satisfy such obligations upon request. Reduction or elimination of deductibles/self-insured retentions is not available under insurer terms.

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 Client, 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 Maximus. General liability coverage can be provided in the form of an endorsement to Maximus' insurance, or as a separate owner's policy.

Automobile Liability: The Client, 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 Maximus.

For any claims related to this project, Maximus' insurance coverage shall be primary insurance as respects the Client, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the Client, its officers, officials, employees, or volunteers shall be excess of Maximus' 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 has been given to the Client.

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 Client as a material breach of contract on the Maximus' 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

Maximus shall furnish the Client with original certificates and amendatory endorsements evidencing required coverage. Endorsements will be provided on insurer-approved forms, including standard ISO forms, which shall be subject to Client approval. All certificates and endorsements shall be received and approved by the Client before the contract is awarded. Complete, certified copies of insurance policies will be provided only in connection with a covered claim, as necessary to verify coverage.

Subcontractors

Maximus 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.

maximus

Risk Management

Maximus acknowledges that insurance underwriting standards and practices are subject to change. Any changes to insurance provisions requested by the Client will be reviewed and considered through Maximus' established risk management and legal escalation procedures to ensure feasibility and compliance with industry norms.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/14/2026

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

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

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
16th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	XL Specialty Insurance Co	37885
INSURER C:	QBE Specialty Insurance Company	11515
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Maximus US Services
1600 Tysons Blvd, Suite 1400
McLean VA 22102 USA

COVERAGES **CERTIFICATE NUMBER:** 570117632618 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			GLO509621810 Deductible: $100,000	05/01/2025	05/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $2,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP 5096219 10 Deductible: $100,000	05/01/2025	05/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
B	X **UMBRELLA LIAB** / X OCCUR **EXCESS LIAB** / CLAIMS-MADE DED X RETENTION $10,000			US00075267LI25A	05/01/2025	05/01/2026	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC509621610 Deductible $1,000,000 WC509621710 Wisconsin	05/01/2025 05/01/2025	05/01/2026 05/01/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	E&O - Professional Liability - Primary			100039892 Claims Made SIR applies per policy terms & conditions	08/01/2025	08/01/2026	Clm/Agg SIR	$10,000,000 $15,000,000

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

Cyber Liability policy, Network Interruption, Security & Privacy Liability policy and Media Content Liability policy included in E&O Liability policy. Severability of Interest Clause included under General Liability policy. RE: Required to execute 2025 CAP Plans. The City, its officers, elected and appointed officials, employees and Volunteers are included as Additional Insured in accordance with policy provisions of General Liability, Automobile Liability, Umbrella Liability and Professional Liability policies. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non Contributory to other insurance available to an Additional Insured in accordance with the policy's provisions. Waiver of Subrogation granted in favor of Certificate Holder in accordance with policy provisions of General Liability, Automobile

CERTIFICATE HOLDER

City of Redondo Beach California
Attn: Robert Norman
415 Diamond Street
Redondo Beach CA 90277 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570117632618

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 01/14/2026

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

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
16th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000093922

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	XL Insurance America Inc	24554
INSURER B:	AXIS Insurance Company	37273
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Maximus US Services
1600 Tysons Blvd, Suite 1400
McLean VA 22102 USA

COVERAGES **CERTIFICATE NUMBER:** 570117632725 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Required to execute 2025 CAP Plans.

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X PROPERTY CAUSES OF LOSS / DEDUCTIBLES BASIC — BUILDING BROAD — CONTENTS X SPECIAL EARTHQUAKE WIND FLOOD X Loss Limit Ded $500,000	US00078612PR25A	05/01/2025	05/01/2026	BUILDING X PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP X Loss Limit	 $5,000,000 $10,000,000
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
B	X CRIME TYPE OF POLICY Crime - Primary	P00100064849105 SIR applies per policy terms & conditions	08/01/2025	08/01/2026	X Employee Dishonesty X Deductible	$5,000,000 $500,000
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Property policy.

CERTIFICATE HOLDER

City of Redondo Beach California
Attn: Robert Norman
415 Diamond Street
Redondo Beach CA 90277 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Aon Risk Services Central, Inc.

Holder Identifier :
CERTIFICATE NUMBER: 570117632725

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AGENCY CUSTOMER ID: 570000093922

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Maximus US Services
POLICY NUMBER	
See Certificate Number: 570117632618	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570117632618	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Liability, Umbrella Liability, Professional Liability and Workers Compensation policies. With respect to the General Liability, Automobile and Workers Compensation Policies:
A. If Zurich should cancel or non-renew this coverage Part (s) by written notice to the first Named Insured for any reason other than nonpayment of premium, Zurich will mail or deliver a copy of such written notice of cancellation or non renewal.
1. To the name and address corresponding to each person or organization shown in the Schedule; Certificate holders as required by written contract.
2. At least 60 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured.
3. If Zurich should cancel this Coverage Part (s) by written notice to the first Named Insured for nonpayment of premium, Zurich will mail or deliver a copy of such written notice of cancellation to the name and address for certificate holders where this is required by written contract, at least 10 days prior to the effective date of such cancellation.
B. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B.With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1.All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2.That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1.Required by the contract or agreement; or

2.Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ONLY THOSE WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

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

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 5096218-10	05/01/2025	05/01/2026		50522000	$ **INCL**	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 5096218-10	05/01/2025	05/01/2026		50522000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: MAXIMUS, INC.

Address (including ZIP Code): 1600 TYSONS BOULEVARD, SUITE 1400, MCLEAN, VA 22102

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

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Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 5096218-10	05/01/2025	05/01/2026		50522000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel or non-renew this Coverage Part(s) by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
CERTIFICATE HOLDERS AS REQUIRED BY WRITTEN CONTRACT	60

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: MAXIMUS, INC.

Endorsement Effective Date: 05/01/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT.

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

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

Named Insured: MAXIMUS, INC.

Endorsement Effective Date: 05/01/2025

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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Notification To Others Of Cancellation Or Nonrenewal – Virginia

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP 5096219-10	Effective Date: 05/01/2025

This endorsement modifies insurance provided under the:

Auto Dealers Coverage Form
Business Auto Coverage Form
Motor Carrier Coverage Form

The following is added to the **Cancellation** Common Policy Condition:

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will also mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 45 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will also mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 15 days prior to the effective date of such cancellation.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
WHERE REQUIRED BY WRITTEN CONTRACT	60

All other terms, conditions, provisions and exclusions of this policy remain the same.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **05-01-25** Policy No. **WC 5096216-10** Endorsement No.

Insured **MAXIMUS, INC.** Premium $ **INCL.**

Insurance Company **AMERICAN ZURICH INSURANCE COMPANY**

Countersigned By _____

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **05-01-25** Policy No. **WC 5096217-10** Endorsement No.

Insured **MAXIMUS, INC.** Premium $ **INCL.**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

Countersigned By _____

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NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
CERTIFICATE HOLDERS AS REQUIRED BY WRITTEN CONTRACT.	60

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/2025 Policy No. WC 5096217-10 Endorsement No.
Insured MAXIMUS, INC. Premium $

Insurance Company ZURICH AMERICAN INSURANCE COMPANY

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., **May 01, 2025** forms a part of

Policy No. **US00075267LI25A** issued to **Maximus, Inc.**

by **XL Specialty Insurance Company.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS CONTINUITY ENDORSEMENT
(Applicable to Insuring Agreements A and B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

Section VII. Conditions is amended to include the following:

Notwithstanding anything contained in the policy to the contrary, if communications internally within the **first named insured's** organization, or between the **first named insured** and us, or internally within the representative of the **first named insured's** organization, or between the representative of the **first named insured** and/or us are materially impeded or prevented by natural disaster or other catastrophe within thirty (30) calendar days of the **policy period** expiration date, we agree to extend this policy for thirty (30) calendar days from the **policy period** expiration date.

Should we extend this policy in accordance with the preceding:

(a) a pro-rata additional premium shall be paid to us in consideration for such extension, prior to the expiration of the extension period; and

(b) such extension of the **policy period** will not increase or reinstate the aggregate limits as set forth in the Limits of Insurance shown in Declarations Item 3 of this policy.

We and the **first named insured** may, by mutual agreement, retroactively void such thirty (30) calendar day extension of the **policy period** pursuant to this endorsement.

All other terms and conditions remain the same.

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., May 01, 2025 forms a part of

Policy No. US00075267LI25A issued to Maximus, Inc.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION AND NON-RENEWAL –
CONDITIONS AMENDMENT
(Applicable to Insuring Agreements A and B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

For any statutorily permitted reason, the number of days required for notice of cancellation or notice of non-renewal, as provided in Section VII. Conditions, Item (G), Cancellation and Non-Renewal, or as amended by any applicable state endorsement, is increased to the number of days shown in the Schedule below.

Any of these provisions that conflict with a law that controls the cancellation or non-renewal of the insurance in this policy is changed by this statement to comply with the law.

SCHEDULE

Number of Days Notice for Cancellation	90 Days
Number of Days Notice for Non-Renewal	90 Days

All other terms and conditions remain the same.

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2. any past, present or future officer, director, trustee, employee (including leased and temporary employees) of a **Company**, or any foreign equivalent of the foregoing, but solely with respect to a **Wrongful Act** committed within the scope of and while acting in their capacity as such;

3. any past, present or future general or managing partner or principal of a **Company** which is a partnership, limited liability partnership or limited liability company, acting in their capacity as such;

4. any entity that the **Company** is required by contract to add as an **Insured** but only for such entity's liability for a **Wrongful Act** of the **Company**; and

5. at the **Insured's** election at the time of any **Claim**, any independent contractor of the **Company**, but solely with respect to a **Wrongful Act** committed by such independent contractor within the scope of their duties performed on behalf of the **Company**.

Insurer means the insurance company that issued this Policy as identified in Item 2 of the Declarations.

Material means the content of any communication, regardless of its nature or form or the medium by which such content is communicated.

Media Activities means, solely with respect to the **Scheduled Media**, creating, preparing, producing, gathering, collecting, researching, serializing, broadcasting, disseminating, releasing, publishing, distributing, exhibiting, performing, printing or licensing of **Material**, or any **Material** created by or on behalf of an **Insured** to advertise, publicize, promote or sell the **Scheduled Media**, including any **Material** created by or on behalf of an **Insured** for any social media platform.

Parent Company means the entity named in Item 1 of the Declarations.

Period of Recovery means the period of time that begins from the date and time that the **Business Interruption** first occurred to the date and time the **Insured's** operations are restored to the condition that existed immediately prior to the **Business Interruption**; or should have been restored if the **Insured** had acted with due diligence and dispatch; provided, however, that in no event shall such period exceed 180 days.

Personal Information means any of the following information owned, licensed or maintained by the **Insured** or by any third party to whom the **Insured** has entrusted such information:

1. any individual's name, social security number, medical or healthcare data, driver license number, state identification number, credit card number, debit card number, address, telephone number, account number, account history or historical information, password, access codes or personal identification numbers (PIN's) or other non-public information;

2. any information about an individual that is considered "nonpublic personal information" within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 ("G-L-B"), also known as the Financial Services Modernization Act of 1999 and its implementing regulations, or protected personal information under any similar federal, state, local or foreign law;

3. any information about an individual that is considered "protected health information" or "electronic protected health information" within the Health Insurance Portability and Accountability Act of 1996("HIPAA") or the Health Information Technology for Economic

Administrative Report

H.6., **File #** 26-0099 **Meeting Date:** 2/3/2026

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE ADDENDUM NO. 2 TO TRANSFER AGREEMENT NO. 2022RPSSMB02 BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF REDONDO BEACH AND AUTHORIZE THE CITY MANAGER, OR HIS DESIGNEE, TO CONDUCT ALL RELATED NEGOTIATIONS, EXECUTE AND SUBMIT ALL DOCUMENTS, INCLUDING BUT NOT LIMITED TO APPLICATIONS, AGREEMENTS, PAYMENT REQUESTS, AND ANY OTHER GRANT-REQUIRED CORRESPONDENCE WHICH MAY BE NECESSARY FOR COMPLETION OF THE FULTON PLAYFIELD MULTI-BENEFIT INFILTRATION PROJECT, JOB NO. 60280, FUNDED AS PART OF THE DISTRICT'S SAFE CLEAN WATER PROGRAM

EXECUTIVE SUMMARY

The Fulton Playfield Multi-Benefit Infiltration Project (Fulton Project) is included in the updated addendum, and the City Council approved Enhanced Watershed Management Program (EWMP) as a priority project. On November 21, 2022, the Los Angeles County Flood Control District (LACFCD) Board approved the FY 2022-23 Stormwater Investment Plan that included funding for the Fulton Project. The Transfer Agreement was completed on May 18, 2023, which secured grant funding of $93,000 for the City of Redondo Beach for FY 2022-223. Addendum No.1 to the transfer Agreement was completed on September 3, 2024 which secured grant funding of $2,073,000 for FY 2023-2024. Approval of Addendum No. 2 to the Transfer Agreement is needed to secure $1,683,000 of additional funding for 2024 and 2025, which will allow the City to move forward with Project implementation.

BACKGROUND

The City of Redondo Beach, in collaboration with the Cities of Hermosa Beach, Manhattan Beach, and Torrance, along with the LACFCD formed the Beach Cities Watershed Management Group to develop an EWMP to comply with the municipal separate storm sewer system (MS4) permit requirements. The City Council approved the first EWMP on June 16, 2015 and approved the updated EWMP on June 8, 2021. The updated EWMP includes the Fulton Project as a priority project for reducing the potential for pollutants being discharged into the Santa Monica Bay.

Fulton Field is an open green space and playfield at the southeast corner of the intersection of Ripley Avenue and Rindge Lane. The playfield is adjacent to an 8.5-foot by 10-foot LACFCD storm drain that runs under Ripley Avenue and connects directly to the Herondo Storm Drain on 190th St, which drains to the Santa Monica Bay. An underground flood control retention basin underlies the western half of the playfield and provides approximately 6.4 acre-feet of passive storage to help relieve flooding during storm events. Drainage from approximately 440 acres in the City of Redondo Beach

and 25 acres in the City of Manhattan Beach is tributary to the basin. The Fulton Project proposes to add infiltration elements to the existing flood control basin in order to transform it into a regional water quality improvement project while maintaining its flood control capacity and function. Infiltration will be accomplished via the addition of drywells under the eastern portion of the playfield.

Pursuant to the Los Angeles SCW Program Ordinance and the SCW Program Implementation Ordinance, the Fulton Project was selected by the South Santa Monica Bay Watershed Steering Committee to be awarded $4,292,138 from the competitive SCW (Measure W) Regional Funding Program. On November 21, 2022, the LACFCD Board approved the FY 2022-2023 Stormwater Investment Plan that included the recommended funding for the Fulton Project. The Transfer Agreement was approved by LACFCD Board on May 18, 2023 and the City received grant funding of $93,000 for FY 2022-2023 and $2,073,000 for FY 2023-2024.

Addendum No. 2 was submitted to the City Attorney's Office for review. During the review, Clauses B -13, B-19, and C-3 in the Exhibit-B and Exhibit C of the original Transfer Agreement were identified as differing from the City's standard provisions and indemnification language. However, since City Council already approved those clauses for this Agreement and because LACFCD mandates the use of its standard language (rather than the City's) as a prerequisite for receiving the $1,683,000 in grant funds for FY 2024-2025, staff recommends approval of the attached Addendum No. 2 as written.

COORDINATION

This project has been coordinated between the Public Works Operations and Engineering Divisions and the Beach Cities Watershed Management Group. The City Attorney's Office has reviewed and provided comments on language for the Addendum No. 2 to the Transfer Agreement, as noted above.

FISCAL IMPACT

Approval of Addendum No. 2 to the Transfer Agreement will provide the next tranche of funding support in the amount of $1,683,000 to the Fulton Project. Failure to approve Addendum No. 2 to the Transfer Agreement would require the City to identify other funding sources in this amount to meet compliance requirements of the City's EWMP commitment. The total funding award for this project is $4.3M.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Addendum No. 2 to Transfer Agreement No. 2022RPSSMB02
- Agmt - Addendum No. 1 to the Transfer Agreement No. 2022RPSSMB02, December 5, 2024
- Agmt - Transfer Agreement No. 2022RPSSMB02, May 18, 2023

ADDENDUM NO. 2 TO
TRANSFER AGREEMENT NO. 2022RPSSMB02 BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of Redondo Beach
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Addendum No. 2 to Transfer Agreement No. 2022RPSSMB02, hereinafter referred to as “Addendum No. 2”, is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Redondo Beach for Fulton Playfield Multi-Benefit Infiltration Project, hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. 2022RPSSMB02, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on 11/21/2022;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the 2024-25 Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year 2024-25;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. 2.

2. The District shall disburse the SCW Program Contribution for the 2024-25 Fiscal Year as described in the Budget Plan within forty-five (45) days of the execution of this Addendum by the last party to sign.

3. All terms and conditions of the Agreement shall remain in full force and effect, including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA):

Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Addendum No. 2 has been executed by the parties hereto.

South Santa Monica Bay

City of Redondo Beach

Fulton Playfield Multi-Benefit Infiltration Project

By: _____

Name:

Title:

Date: _____

IN WITNESS WHEREOF, this Addendum No. 2 has been executed by the parties hereto.

LOS ANGELES COUNTY

FLOOD CONTROL DISTRICT:

By: _____

Name: Matthew Frary

Title: Assistant Deputy Director

For: Mark Pestrella

Date: _____

ADDENDUM NO. 1 TO
TRANSFER AGREEMENT NO. 2022RPSSMB02 BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of Redondo Beach
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Addendum No. 1 to Transfer Agreement No. 2022RPSSMB02, hereinafter referred to as "Addendum No. 1", is entered into as of 12/5/2024 *(LACFCD Use Only)* by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Redondo Beach for Fulton Playfield Multi-Benefit Infiltration Project, hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. 2022RPSSMB02, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on N/A ;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the 23-24 Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year 23-24;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. 1.

2. The District shall disburse the SCW Program Contribution for the 23-24 Fiscal Year as described in the Budget Plan within forty-five (45) days of the execution of this Addendum by the last party to sign.

3. All terms and conditions of the Agreement shall remain in full force and effect, including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA):

Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party

may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Addendum No. 1 has been executed by the parties hereto.

APPROVED

DocuSigned by:
6BC0853B8F644F1...
James A. Light,
Mayor

DocuSigned by:
Diane Strickfaden
ABED8CF35EEF48C...
Diane Strickfaden, Risk Manager

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...
Eleanor Manzano,
City Clerk

DocuSigned by:
Michael W. Webb
669049EDE03D402...
Michael W. Webb,
City Attorney

South Santa Monica Bay

City of Redondo Beach

Fulton Playfield Multi-Benefit Infiltration Project

By: _____

Name:

Title:

Date: _____

IN WITNESS WHEREOF, this Addendum No. 1 has been executed by the parties hereto.

LOS ANGELES COUNTY

FLOOD CONTROL DISTRICT:

By: _____

Name: Matthew Frary

Title: Assistant Deputy Director

For: Mark Pestrella

Date: 12/5/2024

CEQA ATTACHMENT

CEQA INFORMATION REQUEST FORM

LOS ANGELES COUNTY PUBLIC WORKS
900 South Fremont Avenue
Alhambra, CA 91803-1331
www.dpw.lacounty.gov
https://epicla.lacounty.gov

TO BE COMPLETED BY PUBLIC WORKS ONLY

LDD NO. _____

S/MPMD NO. _____

SWPD NO. _____

SCWP NO. _____

OTHER _____

Public Works, acting on behalf of the County of Los Angeles, the Los Angeles County Flood Control District or the Los Angeles County Waterworks Districts as applicable, is a Responsible Agency under the California Environmental Quality Act (CEQA) for the proposed project. Public Works will not disburse funds, issue a permit for the proposed project and/or execute any real estate documents related to the project until it has received and reviewed the final CEQA documentation for the proposed project and, as it deems necessary, any related CEQA information for the proposed project.

Please complete and submit this form together with final CEQA documentation as required for the proposed project or agreement as soon as it's available. Additionally, if a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report will be prepared for the proposed project, Public Works should be consulted in connection with the preparation of that document prior to the release of any draft for public review.

SELECT APPLICATION TYPE WITH PUBLIC WORKS INVOLVEMENT (Select all that apply):

- ☐ Flood Permit; Permit No. _____
- ☐ Real Estate Transaction, including Leases, Rental Agreements, Easements; Use Agreements; Use and Maintenance Agreements
- ☒ Safe Clean Water Program Funding – Transfer Agreement

Is this a Stormwater Capture Project? ☒ Yes ☐ No

A. APPLICANT INFORMATION

PROJECT APPLICANT NAME Ashwini Bhide	COMPANY/AGENCY/ORGANIZATION City of Redondo Beach
PROJECT APPLICANT EMAIL ADDRESS ashwini.bhide@redondo.org	PROJECT APPLICANT PHONE NUMBER 310-697-3417
LEAD AGENCY CONTACT NAME Ashwini Bhide	LEAD AGENCY City of Redondo Beach
LEAD AGENCY CONTACT EMAIL ADDRESS ashwini.bhide@redondo.org	LEAD AGENCY CONTACT PHONE NUMBER 310-697-3417
PROJECT TITLE Fulton Playfield Multi-Benefit Infiltration Project	

B. PROJECT INFORMATION

LOCATION ADDRESS/CROSS-STREETS
529 Earle Lane

CITY
Redondo Beach

Is the project or activity, or any portion thereof, located on or in a Public Works property or facility ☒ Yes ☐ No

If yes, property or facility name Greenflag Detention Basin

If available, attach a copy of the project map

CEQA INFORMATION REQUEST FORM

Project Background (Purpose)

The Fulton Playfield Multi-Benefit Infiltration Project is located at the southeast intersection of Ripley Avenue and Rindge Lane in the City of Redondo Beach. The Project proposes to modify the Greenflag Detention Basin, a Los Angeles County Flood Control District owned and operated underground flood control basin, transforming it into a multi-benefit stormwater management project while maintaining its flood control capacity and functionality.

Scope of Work (including a description of any specific work or activity located on or in any Public Works property or facility)

For the underground component, the Project proposes two modifications to the Basin: 1) modification to the existing diversion weir box by creating two chambers (a diversion chamber and a bypass chamber) in order to divert more stormwater to the basin during storm events; and 2) installation of approximately 13 infiltration drywells adjacent to the Basin. The drywells will be passively connected to the Basin via sloped diversion pipes and will extend under the park to the east of the Basin.

The Project will also incorporate a variety of other surface benefits. Parkway greening via the installation of bioretention cells is proposed along both sides of Rindge Lane and the west side of Earle Lane. An ocean-friendly garden is also proposed along the north perimeter between Fulton Playfield and Ripley Avenue to treat street runoff and provide public education opportunities about environmentally friendly stormwater management practices.

C. PROVIDE CEQA DETERMINATION (Select one)

☐ **ENVIRONMENTAL IMPACT REPORT (EIR)**

1. Upload or provide a website address to the EIR
2. Identify sections/pages that discuss or analyze the portions of the project or activity located on or in any Public Works property or facility _____
3. Identify Mitigation Monitoring and Reporting Program (MMRP) pages in the EIR _____
4. Attach Notice of Determination
   a. State Clearinghouse File Number _____ File Date _____
   b. County Clerk File Number _____ File Date _____
5. Attach Registrar/Recorder Filing Fees Receipt

☐ **MITIGATED NEGATIVE DECLARATION (MND)**

1. Upload or provide a website address to the MND
2. Identify sections/pages that discuss or analyze the portions of the project or activity located on or in any Public Works property or facility _____
3. Identify Mitigation Monitoring and Reporting Program (MMRP) pages in the MND _____
4. Attach Notice of Determination
   a) State Clearinghouse File Number _____ File Date _____
   b) County Clerk File Number _____ File Date _____
5. Attach Registrar/Recorder Filing Fees Receipt

CEQA INFORMATION REQUEST FORM

☐ **NEGATIVE DECLARATION (ND)**

1. Upload or provide a website address to the ND
2. Attach Notice of Determination
   a. State Clearinghouse File Number _____ File Date _____
   b. County Clerk File Number _____ File Date _____
3. Attach Registrar/Recorder Filing Fees Receipt

☒ **EXEMPTION. INCLUDE ALL EXEMPTIONS THAT APPLY**

☐ Statutory exemption. State code number _____

1. If applicable, attach Notice of Exemption
   a. State Clearinghouse File Number _____ File Date _____
   b. County Clerk File Number _____ File Date _____

☒ Categorical exemption. State type and section number 15301 and 15304

2. If applicable, attach Notice of Exemption
   a. State Clearinghouse File Number _____ File Date _____
   b. County Clerk File Number _____ File Date _____

3. Exceptions (CEQA 15300.2)

   ☐ **(REQUIRED)** By checking this box, you are certifying that your project does not fall within any of the exceptions to the exemptions described in CEQA Guidelines §15300.2.

   Provide as an attachment any available information or other documentation to support the certification.

OPTIONAL Provide a list of any environmental or regulatory permits applicable to this project.

Is NEPA required for this project? ☐ Yes ☒ No

D. APPLICANT SIGNATURE

The Project Applicant must complete this form. Please return this form with your Flood Permit application; Real Estate Transaction, including Leases, Rental Agreements, Easements; Use Agreement application; or Safe Clean Water Program Funding Transfer Agreement.

I hereby certify that the information provided above is true and accurate to the best of my knowledge and understanding.

SIGNATURE AMBhide TITLE Associate civil Engineer

PRINT NAME Ashwini Bhide DATE 12-7-23

INSTRUCTIONS

The project applicant shall provide information as requested on this form.

As applicable to the proposed project, all CEQA documentation requested shall be provided with this form.

The Project Applicant shall comply with the most up to date California Environmental Quality Act (CEQA) Guidelines. More information on CEQA is available at https://opr.ca.gov/ceqa/

Public Works may suspend or terminate its processing and consideration of the Flood Permit; Real Estate Transaction, including Leases, Rental Agreements, Easements; Use Agreements; Use and Maintenance Agreements; or Safe Clean Water Program Funding Transfer Agreement if it deems the Lead Agency's CEQA compliance to be incomplete.

A. APPLICANT INFORMATION

The project applicant shall provide their Name; Company, Agency, or Organization Name; Email Address and Phone Number; the Lead Agency for the project under CEQA; and Lead Agency Contact Name, Email Address and Phone Number, and the Project Title.

B. PROJECT INFORMATION

The applicant shall provide information about the Project Location, including the location address, cross-streets, and city the project is located in. The applicant shall also indicate whether the project or activity, or any portion thereof, is located on or in Public Works property or facility and provide the name, if known. A project location map can also be provided.

A description of the project background (purpose) and the scope of work shall be included. The scope of work should describe the specific work or activity located on or in the Public Works property or facility, if any.

C. PROVIDE CEQA DETERMINATION

The applicant shall indicate the appropriate CEQA determination that was made for the Project by the Lead Agency. This may be an Environmental Impact Report (EIR), Mitigated Negative Declaration (MND), Negative Declaration (ND), or an Exemption.

If an EIR or MND was prepared for the project, the applicant shall provide a copy of the environmental document and should identify the sections or pages in the document that discusses or analyzes the portion of the Project or activity located on or in any Public Works facility or property. The applicant shall also identify where the Mitigation Monitoring and Reporting Program can be found in the EIR or MND, and provide a copy of the Notice of Determination filed for the project OR provide the County Clerk File Number and File Date, and/or the State Clearinghouse File Number and File Date. Lastly, the applicant shall provide a copy of the Registrar/Recorder Filing Fees receipt.

If an ND was prepared for the project, the applicant shall provide a copy of the ND and provide a copy of the Notice of Determination filed for the project OR may provide the County Clerk File Number and File Date, and/or the State Clearinghouse File Number and File Date. Lastly, the applicant shall provide a copy of the Registrar/Recorder Filing Fees receipt.

If the project was determined by the Lead Agency to be exempt, the applicant shall indicate which exemptions the Lead Agency found applicable to the project (statutory and/or categorical). If a Notice of Exemption was filed, the applicant shall provide a copy of the Notice of Determination filed for the project by the Lead Agency OR may provide the County Clerk File Number and File Date, and/or the State Clearinghouse File Number and File Date. If the project is categorically exempt, the applicant shall also certify that the project does not fall within any of the exceptions per CEQA Guidelines Section 15300.2. The exceptions are:

a) Location. Is your project located in a particularly sensitive environment that would preclude it from a Class 3, 4, 5, 6, or 11 exemption?
b) Cumulative Impact. Will there be cumulative impacts caused by your project?
c) Significant Effect. Is there a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances?
d) Scenic Highways. Will the project result in damage to scenic resources, including but not limited to trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway?
e) Hazardous Waste Sites. Is this project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code?
f) Historical Resources. Will the project cause a substantial adverse change in the significance of a historical resource?

The project applicant shall also include any documentation such as technical studies or reports to support the determination that the project is exempt.

Optional- the applicant may include a list of any environmental or regulatory permits that are applicable to the project.

The applicant shall indicate if NEPA is required for the project.

D. APPLICANT SIGNATURE

The Project Applicant shall sign the form indicating it is complete, true and correct.

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of Redondo Beach
AGREEMENT NO. 2022RPSSMB02
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of November 21, 2022 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Redondo Beach for Fulton Playfield Multi-Benefit Infiltration Project, hereinafter referred to as "Recipient."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, Recipient proposes to implement a Funded Activity (as hereafter defined) that is eligible for funding under the SCW Program;

WHEREAS, the Funded Activity is included in a Stormwater Investment Plan (SIP) that has been approved by the County of Los Angeles Board of Supervisors;

WHEREAS, the Board approved a standard template Agreement as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Activity Completion" means that the Funded Activity is complete to the reasonable satisfaction of the District based on review of reports and other documentation as deemed appropriate by the District. If the Funded Activity is an Infrastructure Program Project on District Right-of-Way a separate use and maintenance agreement is required.

"Activity Costs" means the total costs necessary to achieve Activity Completion. The Activity Costs for the Funded Activity are described in Exhibit A.

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Budget Plan" means a Recipient's plan for funding Activity Completion, including a description of all sources of funds for Activity Costs and a description of how the SCW Program Contribution will be allocated among the tasks identified in the Scope of Work within each fiscal year. Recipient's Budget Plan is described in Exhibit A.

"Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Funded Activity" means the Infrastructure Program Project, or Scientific Study described in Exhibit A – Scope of Work, including the Stakeholder and Community Outreach Plan and all other tasks and activities described in Exhibit A.

"Safe Clean Water (SCW) Program Contribution" means the portion of the Activity Costs to be paid for with Regional Program funds provided by the District from the SCW Program as described in the Budget Plan.

"Year" means calendar year unless otherwise expressly indicated.

I. PARTY CONTACTS

The District and the Recipient designate the following individuals as the primary points of contact and communication regarding the Funded Activity and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Recipient:	
Name:	Melanie Morita	Name:	Geraldine Trivedi
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	415 Diamond Street
Phone:	(626) 300-2380	Phone:	310-318-0661
Email:	mmorita@dpw.lacounty.gov	Email:	geraldine.trivedi@redondo.org

Either party to this Agreement may change the individual identified above by providing written notice of the change to the other party.

II. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:
EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

EXHIBIT E – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

III. ACTIVITY COMPLETION

A. The Recipient shall implement and complete the Funded Activity in accordance with the work schedule described in Exhibit A,

B. The Recipient shall comply with the terms and conditions in Exhibits A, B, C, D, E, and F of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code.

C. The Recipient shall fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application for SCW Program Contributions, accompanying documents, and communications filed in support of its application for SCW Program Contributions.

IV. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

A. The District shall disburse the SCW Program Contribution for the 2022-2023 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.

B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2022-23 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.

C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.

D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

V. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

APPROVED AS TO FORM:

CITY ATTORNEY

South Santa Monica Bay

City of Redondo Beach

Fulton Playfield Multi-Benefit Infiltration Project

ATTEST:

ELEANOR MANZANO, CITY CLERK

By: _____

Name: Nils Nehrenheim

Title: Mayor Pro Tem

Date: 12/20/22

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: Carolina T Hernandez

Name: Carolina T Hernandez

Title: Assistant Deputy Director

Date: 5/18/2023

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-1. Consistent with SCW Program Goals

By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code.

The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-2. Estimated Reasonable Total Activity Cost

The Recipient shall submit a detailed estimate total Activity Cost for all phases and tasks included in the work schedule for the Funded Activity.

A-3. Funded Activity Description and Scope of Work

The Recipient shall provide a general description of the Funded Activity and a detailed scope of work. The scope of work may include:

1. Project Management, including required reporting
2. General Compliance Requirements/Project Effectiveness and Performance
3. Permitting and Environmental Compliance
4. Planning, Design, and Engineering
5. Stakeholder and Community Outreach/Engagement Activities
6. Right of Way Acquisition
7. Construction and Implementation
8. Operation and Maintenance

A-4. Operations and Maintenance (O&M) Plan

Where the Funded Activity is an Infrastructure Program Project, the Recipient shall submit a plan describing the activities that are expected to be necessary to perform O&M for the Infrastructure Program Project to ensure it remains in good working order throughout the useful life of the Infrastructure Program Project using SCW Program Contributions. The O&M plan shall address the activities described in Exhibit F to the greatest extent feasible and in as much detail as possible based on the completeness of the Project design and construction. The Recipient shall update the O&M plan in connection with each Addenda until completion of the Infrastructure Program Project and the submittal of a final O&M plan.

The Recipient shall specifically identify the entity that will be performing the O&M for the lifetime of the Project. If this is not the Recipient, the Recipient shall submit a letter of commitment from the entity that will be performing the O&M (See Exhibit F, for example activities). The letter of commitment shall include details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

The Recipient may elect to request the local Municipality or District to provide O&M for the useful life of the Infrastructure Program Project using SCW Program Contributions. If the Recipient does not elect to seek the District's services or if the District is unable to provide the services as requested, the Recipient shall include in the letter of commitment reference to the above details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

A-5. Post-Construction Monitoring

Where the Funded Activity is an Infrastructure Program Project, stormwater quality monitoring data shall be collected and reported in a manner consistent with the SWRCB database, the CEDEN for a period of three years. The Recipient shall submit a post-construction monitoring plan when the design phase is complete. The post-construction monitoring plan will evaluate the effectiveness of stormwater treatment facilities and include the project description; quality objectives; sampling design; sampling procedures; quality control; data management verification, and reporting; data quality assessment; and data analysis procedures.

A-6. Sustainability Rating

Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, the Recipient shall submit the final score and Envision award level.

A-7. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement

activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.

1. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.

2. Stakeholder and Community Outreach/Engagement Plan requirements:

   Stakeholder and Community Outreach/Engagement Plan activities should occur at the onset of the project, during the design phase, and during construction.

Infrastructure Program Project Funds	Required Activity 1	Required Activity 2
Up to $2 M	Outreach or Engagement	
Up to $10 M	Outreach	≥1 Engagement
Over $10 M	Outreach	≥ 2 Engagements

3. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.

4. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-8. Tracking Infrastructure Program Project Benefits

The Recipient shall submit an overview of the benefits achieved upon the Activity Completion. SOW shall include quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-9. Work Schedule and Completion Date

The Recipient shall submit a detailed schedule, including start and completion dates for all phases and tasks of the scope of work for the Funded Activity. For Funded Activities that will be performed over more than one Fiscal Year, the work schedule must clearly identify the phases and tasks that will be performed in each Fiscal Year.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.

1. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.

2. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).

3. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-1. Acknowledgement of Credit and Signage

The Recipient shall include appropriate acknowledgement of credit to the District for its support when promoting the Funded Activity or using any data and/or information developed under this Agreement. When the Funded Activity involves the construction phase of an Infrastructure Program Project, signage shall be posted in a prominent location at Project site(s) or at the Recipients headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the Funded Activity involves a scientific study, the Recipient shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-2. Acquisition of Real Property – Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the

prior express written consent of the District, which consent shall not be unreasonably withheld.

B-3. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-4. Assignment

The Recipient will not assign this Agreement without the prior consent of the District.

B-5. Audit and Recordkeeping

1. The Recipient shall retain for a period of seven (7) years after Activity Completion, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Contributions. The Recipient, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Contributions and expenditures.

1. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.

2. Recipient shall file a copy of the Activity Completion audit report with the District by the end of the ninth (9^{th}) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9^{th}) month from the end of each three (3) year period. Audit reports shall be posted on the District's publicly accessible website.

End-of-Activity		Every Third Fiscal Year		
Projected End Date	**Audit Report Due to District**	**SIP Fiscal Year**	**Audit Period**	**Audit Report Due to District**
1/15/2024	No later than 10/31/2024	2022-24	7/1/2022 to 6/30/2025	No later than 3/31/2026

3. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.

4. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

If at any time the Funded Activity cannot fulfill the provisions outlined in Exhibit A, the accounts and books of the Recipient may be reviewed or audited by the District.

B-6. Availability of Funds

District's obligation to disburse the SCW Program Contribution is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Contribution, the District shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Recipient to reflect the reduced amount.

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.

1. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-7. Choice of Law

The laws of the State of California govern this Agreement.

B-8. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement. Recipient expenditures of a SCW Program Contribution that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-9. Completion of Funded Activity by the Recipient

The Recipient agrees to pay any and all Activity Costs in excess of the SCW Program Contribution necessary for Activity Completion. The Recipient expressly acknowledges and agrees that if the SCW Program Contribution is not sufficient to pay the Activity Costs in full, the Recipient shall nonetheless complete the Funded Activity and pay that portion of the Activity Costs in excess of the SCW Program Contribution, subject to the provisions of Exhibit C, as applicable.

B-10. Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable County, state and federal laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient shall comply with the Code.

B-11. Competitive Bidding and Procurements

The Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with SCW Program Contributions must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the State Contracting Manual rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting#@ViewBag.JumpTo

B-12. Continuous Use of Funded Activity; Lease or Disposal of Funded Activity

Where the Funded Activity involves an Infrastructure Program Project, the Recipient shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of the Funded Activity during the useful life of 30 years of the Funded Activity without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of pro rata amount of all disbursed SCW Program Contributions together with interest on

said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-13. Default Provisions

The Recipient will be in default under this Agreement under any of the following circumstances:

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;

1. The Recipient materially breaches this Agreement or any addendum, including but not limited to:

    a. Fails to operate or maintain Project in accordance with this Agreement;

    b. Fails to submit timely Quarterly Progress/Expenditure Reports.

    c. Fails to remain in Good Standing (see Section B-34, below).

    d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.

    e. The Recipient fails to maintain reasonable progress toward Project Completion.

    f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.

    g. Inappropriate use of SCW Program Contributions, as deemed by the District

Should an event of default occur, the District shall provide a notice of default to the Recipient and shall give the Recipient at least ten calendar days or such longer period as the District, in its reasonable discretion, may authorize, to cure the default from the date the notice is sent via first-class mail to the Recipient. If the Recipient fails to cure the default within the time prescribed by the District, the District may do any of the following:

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.

1. Terminate any obligation to make future payments to the Recipient.

2. Terminate the Agreement.

3. Take any other action that it deems necessary to protect its interests.

The Recipient shall not be in default under this Agreement as a result of any breach of this Agreement by the Recipient that is the direct result of the District's failure to make a SCW Program Contribution for any Fiscal Year. Under these circumstances the District may, in its reasonable discretion, terminate this Agreement by providing the Recipient with a written notice of termination. If this Agreement is terminated pursuant to this paragraph, the parties shall thereafter have no further obligations to each other in connection with the Funded Activity except that the Recipient's indemnification obligations shall survive the termination of this Agreement and continue in full force and effect.

B-14. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Recipient. SCW Program Contributions shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-15. Final Inspection and Certification of Registered Professional

Where the Funded Activity is an Infrastructure Program Project, upon completion of the design phase and before construction, the Recipient shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Where the Funded Activity is an Infrastructure Program Project, upon completion of the Project, the Recipient shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-16. Force Majeure.

In the event that Recipient is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Recipient, then performance of such acts shall be

excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-17. Funded Activity Access

When the Funded Activity involves an Infrastructure Program Project the Recipient shall, upon receipt of reasonable advance notice from the District, ensure that the District or any authorized representative of the foregoing, will have safe and suitable access to the site of the Funded Activity at all reasonable times through Activity Completion.

B-18. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.

2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

   Recipient certifies that: (a) the Funded Activity is not being implemented as an ECA or SEP; (b) the Funded Activity is not being implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; and (c) the Funded Activity is not being implemented pursuant to a TSO issued by the Los Angeles Regional Water Quality Control Board unless, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-19. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and

causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-20. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Recipient shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-21. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Recipient, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-22. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.

1. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5^{th}) fiscal year after the fiscal year in which those funds were transferred from the District.

2. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.

3. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.

4. The decision to grant an extension is at the sole discretion of the District.

5. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

6. Example:

Fiscal Year Transferred	Funds Lapse After	Extension Request Due	Commit By
2022–23	6/30/2028	No later than 3/31/2028	No later than 6/30/2029

B-23. Modification

This Agreement may be amended or modified only by mutual written consent of the Board and Recipient.

B-24. Non-Discrimination

The Recipient agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-25. No Obligation of the District

The District will transfer the SCW Program Contribution to the Recipient for the funding of the Funded Activity. The District will have no further obligation, other than to transfer the funds, with respect to the Funded Activity itself.

B-26. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-27. Notice

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:

    a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or

    a. Actions taken pursuant to State law in anticipation of filing for bankruptcy.

1. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.

2. The Recipient shall notify the District promptly of the following:

    a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated

reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval.

a. Cessation of work on the Funded Activity where such cessation of work is expected to or does extend for a period of thirty (30) days or more;

b. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;

c. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource. When the District is acting as the Lead Agency under CEQA for the Funded Activity, all work in the area of the find will remain suspended until the District has determined what actions should be taken to protect and preserve the resource and the Recipient agrees to implement appropriate actions as directed by the District;

d. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District;

e. Activity completion.

B-28. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Funded Activity records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

B-29. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

B-30. Related Litigation

The Recipient is prohibited from using the SCW Program Contribution to pay costs associated with any litigation described in Section 16.05.A.3. of the Code. Regardless of

whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all the SCW Program Contribution plus interest to the District.

B-31. Remaining Balance

In the event that the Recipient does not spend all the SCW Program Contribution disbursed for the Funded Activity, Recipient shall promptly return the unspent SCW Program Contribution to the District.

B-32. Reporting

The Recipient shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Recipients shall report available data through the SCW Reporting Module, once available.

- Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly Progress/Expenditure Report shall include:

    a. Amount of funds received;

    b. Percent overall Funded Activity completion estimate;

    c. Breakdown of how the SCW Program Contribution has been expended;

    d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;

    e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Exhibit A submission and corresponding metrics;

    f. Identification of any phases or tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;

    g. Scheduling concerns and issues encountered that may delay completion of the task;

    h. Work anticipated for the next reporting period;

    i. Any anticipated schedule or budget modifications;

j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate;

k. Additional financial or project-related information as required by the District;

l. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A;

m. Status of Recipient's insurance; and

n. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.

- Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

Quarter	End of Quarter	Report Due
First Quarter	September	15 November
Second Quarter	December	15 February
Third Quarter	March	15 May
Fourth Quarter	June	15 August

- Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall be submitted six (6) months after the close of the Fourth Quarter. The summary report shall include:

    - Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18.04 of the Code for the prior year. This includes comparisons to Exhibit A and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate graphical representation of pertinent data).

- When the Funded Activity is an Infrastructure Program Project, include a description of how the County's Local and Targeted Worker Hire Policy has been applied and enforced; or if the Recipient is a Municipality and has adopted its own policy, include a description of how its policy was applied and enforced.

- Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, include a description of the final score and Envision award level. Annually, the Recipient shall prepare and provide members of the public with up-to-date information on the actual and budgeted use of the SCW Program Contribution.

- As Needed Information or Reports. The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-33. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Recipient, has been duly authorized by the governing individual(s), board or body of Recipient, as applicable. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

1. No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.

2. No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Recipient's ability to complete the Funded Activity.

3. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions

contemplated by this Agreement. The Recipient is able to pay its debts as they become due.

4. Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California and will remain so through Activity Completion. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority through Activity Completion.

5. Insurance. The Recipient shall follow the Insurance Manual prepared by the Risk Management Office of the Los Angeles County Chief Executive Office. For Infrastructure Program Projects the Recipient shall provide General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk Course of Construction Insurance, and Professional Liability as specified in the Insurance Manual: https://riskmanagement.lacounty.gov/wp-content/uploads/2019/06/Insurance-Manual-revised-May-2019.pdf

B-34. Requirements for Good Standing

The Recipient must currently be in compliance with the District requirements set forth in this Agreement. The Recipient must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-35. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.

1. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.

2. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.

3. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars ($25,000,000),as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.

4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.

5. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.

6. Performance Bond. Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)

7. Prevailing Wage. The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make it contractors and subcontractors aware of this provision .

8. Public Funding. This Funded Activity is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

B-36. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Recipient. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-37. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

C-1. The Recipient acknowledges and agrees that the Recipient is the "lead agency" regarding compliance with the California Environmental Quality Act (CEQA) in connection with the Funded Activity and shall be responsible for the preparation of all documentation, analysis and other work and any mitigation necessary to comply with CEQA in connection with the Funded Activity. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA.

C-2. Upon the completion of the documentation, analysis and other work necessary to comply with CEQA as described in section C-1, the Recipient shall promptly provide such documentation, analysis and work to the District. The Recipient acknowledges that the District is a Responsible Agency under CEQA in connection with the Funded Activity and that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has provided such documentation, analysis and other work to the District and the District has complied with its obligations as a Responsible Agency under CEQA.

C-3. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.

C-4. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity, or portion thereof, will have one or more significant environmental impacts that cannot be feasibly mitigated, the Recipient shall promptly notify and consult with the District. With the District's approval, the Recipient may determine to terminate or modify the implementation of all or any portion of the Funded Activity in order to avoid such environmental impacts.

C-5. In the event the parties, pursuant to the preceding paragraph, determine to terminate the implementation of the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the parties determine to terminate the implementation of a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the

terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

C-1. The Recipient shall be responsible for the preparation of all documentation, analysis and other work including any mitigation, necessary to comply with the California Environmental Quality Act (CEQA) in connection with the Funded Activity. Environmental documentation prepared in connection with the Funded Activity will be subject to the review and analysis of the District. Any decisions based on the documentation prepared by the Recipient will reflect the independent judgment of District. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA and the Recipient acknowledges that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has prepared the documentation, analysis and other work necessary to comply with CEQA to the District's satisfaction.

C-2. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.

C-3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity or any portion thereof will have one or more significant environmental impacts that cannot be feasibly mitigated, the District, after consultation with the Recipient, may terminate the SCW Program Contribution for all or any portion of the Funded Activity or may request that the Funded Activity be modified in order to avoid such environmental impact(s).

C-4. In the event that the District terminates the SCW Program Contribution for the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the District terminates the SCW Program Contribution for a portion on of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

ADDENDUM NO. ___ TO
TRANSFER AGREEMENT NO. _____ BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND (*INSERT PROJECT DEVELOPER*)
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Addendum No. ___ to Transfer Agreement No. _____, hereinafter referred to as "Addendum No. ___", is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and ___(*Project Developer/Scientific Studies Applicant*)____, hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. _____ , hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on _____;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the _____ Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year _____;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. ___.

2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.

3. The District shall disburse the SCW Program Contribution for the _____ Fiscal Year as described in the Budget Plan within ___ days of the execution of this Addendum by the last party to sign.

3. All terms and conditions of the Agreement shall remain in full force and effect including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).

IN WITNESS WHEREOF, this Addendum No. ___ has been executed by the parties hereto.

_____(Recipient)_____:

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT E – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Nature-based solutions (NBS) refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Recipients are to consider using Nature-Based Solutions for infrastructure projects and include in each Quarterly Progress/Expenditure Report and annual summary whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Quarterly Progress/Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Recipients must attach a copy of the matrix for each Project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized. Please refer to the table below.

For the most up to date guidance related to Nature Based Solutions, please refer to the Safe, Clean Water Program website (https://safecleanwaterla.org/)

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	• Preservation of native vegetation • Minimal negative impact to existing drainage system	• Preservation of native vegetation • Installation of new feature(s) to improve existing drainage system	• Creation of open green space • Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	•Partial restoration of existing riparian habitat and wetlands •Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted •No potable water used to sustain the wetland	• Full restoration of existing riparian habitat and wetlands • Planting of native vegetation - between 16 and 30 different native plant species newly planted • No potable water used to sustain the wetland	• Full restoration and expansion of existing riparian habitat and wetlands • Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted • No potable water used to sustain the wetland

New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Recipient or approved Project operator shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control
    - Regularly removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
    - Regularly inspection and maintenance of pet waste stations
    - Maintaining trash receptacles
    - Removal of trash, debris, and blockages from bioswales
    - Inspection and cleaning of trash booms
    - Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

    - Weed control
        - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
        - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
        - Regularly removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.

    - Tree and shrubbery trimming and care
        - Removal of dead trees and elimination of diseased/damaged growth
        - Prevent encroachment of adjacent property and provide vertical clearance
        - Inspect for dead or diseased plants regularly

    - Wetland vegetation and landscape maintenance
        - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.

- Draining and drawdown of wetland and excessive bulrush removal
- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.

    - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
    - Inspection should be performed at least monthly.
    - Recover, replace, or refasten displaced or damaged valve box covers.
    - Inspect and repair bubbler heads.

  - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
  - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
  - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
  - Maintain and check function of the drip system.

- Keeping irrigation control boxes clear of vegetation
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors

Administrative Report

H.7., **File #** 26-0110 **Meeting Date:** 2/3/2026

To: **MAYOR AND CITY COUNCIL**
From: JOY A. FORD, CITY ATTORNEY

TITLE
RECEIVE AND FILE THE CITY ATTORNEY AUTHORIZATION REPORT FOR SETTLEMENTS IN AN AMOUNT UP TO $25,000

EXECUTIVE SUMMARY
Pursuant to Redondo Beach Municipal Code Section 2-11.05, the City Attorney or a representative shall be authorized, pursuant to Section 935.4 of the Government Code of the State, with the power and authority to adjust, compromise, or settle any type of claim against the City in an amount up to, but not to exceed, $25,000.

BACKGROUND
The City Attorney’s office authorized the following settlements:

Physical damages claim case for Judicial Council of California in the amount of $7,665.71.

COORDINATION
The City Attorney's Office coordinated with the Department of Human Resources in connection with the preparation of this report.

FISCAL IMPACT
Settlements are paid out of the City’s self-insurance fund.

Submitted by:

Joy A. Ford, City Attorney

Administrative Report

H.8., **File #** 26-0127 **Meeting Date:** 2/3/2026

To: **MAYOR AND CITY COUNCIL**

From: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO CC-2602-006, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH POLICE OFFICERS' ASSOCIATION FROM JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

EXECUTIVE SUMMARY

In October 2025, City negotiators and members of the Redondo Beach Police Officers' Association (RBPOA) began meeting and conferring in good faith and have reached an agreement for a successor Memorandum of Understanding (MOU) regarding wages, hours, and working conditions. The MOU covers the period January 1, 2026 through December 31, 2026 and includes the following:

Effective the Second Pay Period of January 2026

1) **Base Salary Increase**:
   a. Members will receive a 3% increase to base salary.
2) **Monthly Medical Contribution Increases**:
   a. A $50 increase of monthly medical contributions from $1350 to $1400 for Employee only.
   b. A $100 increase of monthly medical contributions from $1800 to $1900 for Employee plus one dependent.
   c. A $150 increase of monthly medical contributions from $2300 to $2450 for Employee plus two or more dependents.
3) **Vacation Leave**:
   a. Employees will accrue an additional 40 hours of vacation at each level of vacation accrual, with each employee's accrual cap increasing by 40 hours.
4) **Holiday Pay**:
   a. For the 2026 calendar year, members will receive 2 additional 12.5 hour holidays. One holiday (the Day After Thanksgiving) will be ongoing, and one holiday (New Year's Eve) will expire at the end of this agreement.

Language Clean Up:

Conversion of Family Sick Leave from days to hours in accordance with the Professional and Supervisory (PSA) and City Employee Association (CEA) bargaining units, along with language modifications in accordance with California law, clean-up of Holiday Pay language in compliance with

CalPERS requirements, and the incorporation of the existing Motorcycle Officer Pay side letter approved by City Council in March 2025.

The POA Board tentatively approved ("TA'd") the agreement on January 8, 2026. The TA fell into the second pay period of January 2026. The POA membership ratified the Agreement on January 13, 2026.

The projected annual cost of this Agreement is $613,206. Funding for the cost was included in the Fiscal Year 2025-26 Budget. The RBPOA represents 88 employees (73 Police Officers and 15 Sergeants).

BACKGROUND

City and RBPOA representatives engaged in good faith negotiations to prepare the attached one-year successor MOU. The prior MOU between the City and the RBPOA was a three-year contract that provided a net 12% of base salary increases over the three-year period, along with the transfer of 12.4% of Education Incentive Pay into base pay. The Agreement also incorporated annual increases in monthly medical contributions in accordance with other bargaining units. The MOU expired on December 31, 2025.

The proposed successor MOU, if approved, will maintain the existing terms and conditions of employment, with the following changes:

Term: One year, from January 1, 2026 through December 31, 2026.

Salaries: Beginning the second pay period of January 2026, a 3% increase to base salary.

Medical Contributions: Monthly medical contributions will increase according to the following chart:

	2025 Monthly Contribution	**2026 Monthly Contribution**
Employee Only	$1350	$1400
Employee Plus One	$1800	$1900
Family	$2300	$2450

Vacation Leave: Employees will accrue an additional 40 hours of vacation at each level of vacation accrual, with each employee's accrual cap increasing by 40 hours.

Holiday Pay: Members will receive two additional holidays of 12.5 hours each. One holiday (the Day After Thanksgiving) will become permanent, the other holiday (New Year's Eve) will expire at the end of the term of this Agreement.

Language Clean Up:

- Clean up of Holiday Pay language in accordance with CalPERS regulations so that Holiday Pay remains pensionable compensation for Classic CalPERS members only.
- Incorporation of the side letter regarding Motorcycle Officer Pay approved last March.
- Conversion of Family Sick Leave from 6 shifts to 108 hours, in order to coincide more closely

with the PSA and CEA bargaining units, along with the modification of eligible relationships in accordance with California law

Staff is recommending the City Council adopt a resolution to adopt the MOU between the City of Redondo Beach and the RBPOA for the period January 1, 2026 through December 31, 2026.

COORDINATION

This report was prepared by the Human Resources Department. The resolution was approved as to form by the City Attorney's Office.

FISCAL IMPACT

The 3% base salary increase, along with increased medical contributions will have an annual cost of approximately $613,206. Funding for the increased expense was included in the Fiscal Year 2025-26 Police Department Operating Budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. 2602-006 Adopting an MOU between the City of Redondo Beach and the Redondo Beach Police Officers' Association, with MOU Included

RESOLUTION NO. CC-2602-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH POLICE OFFICERS' ASSOCIATION FROM JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

WHEREAS, pursuant to Chapter 10 (section 3500 et seq.) of Division 4, Title 1 of the Government Code and Resolution No. 6046, Resolution for Administration of Employer-Employee Relations, the matters within the scope of representation that are set forth in the attached Memorandum of Understanding ("MOU") have been discussed by and between representatives of the City of Redondo Beach ("City") and representatives of the Redondo Beach Police Officers' Association ("RBPOA"), and except as otherwise specifically provided herein, shall apply only to those employees who are employed full-time and are appointed to permanent positions in the RBPOA Bargaining Unit; and,

WHEREAS, the existing MOU with the RBPOA expired on December 31, 2025; and,

WHEREAS, representatives of the City and the RBPOA have met and conferred in good faith and have reached agreement on a successor MOU; and,

WHEREAS, the attached MOU will provide adjustments agreed upon by the RBPOA; and,

WHEREAS, said MOU is not binding until presented to the Mayor and City Council for approval.

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

SECTION 1. That the MOU, attached hereto as Exhibit "A" and made a part hereof, between the City and RBPOA for the period beginning January 1, 2026 and ending December 31, 2026 is hereby adopted.

SECTION 2. 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 3rd day of February, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2602-006 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 3rd day of February, 2026, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

Exhibit “A”

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF REDONDO BEACH

AND

THE REDONDO BEACH POLICE OFFICERS ASSOCIATION

(OFFICERS AND SERGEANTS)

January 1, 2026 – December 31, 2026

Per Resolution No. CC-2602-006

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF REDONDO BEACH

AND THE REDONDO BEACH POLICE OFFICERS' ASSOCIATION

OFFICERS AND SERGEANTS UNIT

January 1, 2026 — December 31, 2026

Pursuant to Chapter 10 (Section 3500 et seq.) of Division 4, Title 1 of the Government Code and Resolution No. 6046, the Resolution for the Administration of Employer-Employee Relations, the matters within the scope of representation that are set forth in this Memorandum of Understanding (MOU) have been discussed by and between representatives of the City of Redondo Beach (hereinafter "the City") and representatives of the Redondo Beach Police Officers' Association (hereinafter "the Association") and except as otherwise specifically provided herein shall apply only to those who are employed full-time and are appointed to the full-time positions of Police Officer and Sergeant.

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ARTICLE I. TERMS

SECTION 1 - DEFINITION OF TERMS

1.01 The following terms shall have the meanings set forth in this section:

A. BASE RATE OF PAY: Shall mean the salary listed in Exhibit A.

B. CITY: Shall mean the City of Redondo Beach.

C. CITY MANAGER: Shall mean the City Manager or the designee of the City Manager.

D. DAYS: Shall mean calendar days except where working days are expressly specified.

E. EMPLOYEE: Shall mean persons who serve full-time and are appointed to the full-time positions of Police Officer or Sergeant unless specifically noted as otherwise.

F. FISCAL YEAR: Shall mean the 12 month period from July 1st through June 30th.

G. MOU: Shall mean Memorandum of Understanding.

H. OVERTIME: Shall mean work performed in excess of a regular scheduled work day or work week, paid at a rate of one and one-half times the employee's regular rate of pay.

I. POLICE CHIEF: Shall mean the Police Chief or designee.

J. REGULAR RATE OF PAY: Shall mean the base rate of pay and special pays as listed in Article III (Compensation).

K. RETIREE: Shall mean an employee of the City who receives a normal service retirement or disability retirement from the Public Employees Retirement System.

L. SERIOUS INJURY OR ILLNESS: Shall mean as related to Article VI, Section 1.04, an injury or illness certified by the City Physician to require a recuperation period of 30 days or more.

M. TRAVEL TIME: Shall mean the actual amount of time to travel from door to door from the point of origin to the point of destination based upon the fastest route as determined by MapQuest or some other map routing software deemed acceptable by the Police Chief. Travel time for air travel shall mean the amount of time from arrival at the airport to arrival at the training site and return flight to the departure airport.

Travel time shall not include time spent during voluntary layovers or transfers. Travel time shall not include waiting hours between the end of class instruction and flight or hired transportation. To the extent that actual travel time exceeds that indicated by the map routing software, the employee shall provide written information confirming actual travel time.

N. WORK PERIOD: Shall mean a period of 28 consecutive days long set by the City Manager.

O. YEAR: Shall mean fiscal year except where calendar year is expressly specified.

P. RESIDENCE: For purposes of the residency requirement provisions of this agreement, shall be defined in accordance with the standards set by the State of California for income tax purposes. (See: FTB Publication 1031)

ARTICLE II. RECOGNITION & TERM OF MOU

SECTION 1 - CLASSES IN BARGAINING UNIT

1.01 The City recognizes the Association as the exclusive representative for employees in the following job classes: Police Officer and Police Sergeant.

1.02 The Association agrees to indemnify and hold the City harmless against any and all suits, claims, demands, and liabilities that may arise as a result of the City's recognition of the Association as the exclusively recognized employee organization for full-time employees in the job classes described in this Section.

1.03 The term of this agreement shall be one year (January 1, 2026 to December 31, 2026.)

ARTICLE III. COMPENSATION

SECTION 1 - PAY PLAN

1.01 The salary ranges for the classes covered by this MOU are as listed in Exhibit A.

The ranges set forth on Exhibit A to this MOU include and reflect the following increases in base pay: three percent (3%) effective the pay period beginning on December 27, 2025.

1.02 The range of pay rates for Sergeants shall be set forth on Exhibit A as five equal steps between the bottom and top of the range with the bottom as Step A and the top as Step E. New Sergeants shall be assigned to Step A, unless otherwise determined by the Police Chief and subject to section 1.05 of this Article.

1.03 Any Police Officer promoted to the rank of Sergeant shall receive on promotion an increase in pay of a minimum of five percent (5%) over their previous pay rate. In making this calculation any premium pay the Officer is then receiving shall be taken into account for this purpose only. The employee shall cease receiving the premium pay upon promotion to Sergeant. The newly promoted Sergeant shall then be placed on the pay step shown on Exhibit A hereto which is equal to or more than five percent (5%) above the employee's current pay rate inclusive of any premium pay the employee is then receiving.

1.04 Effective Date of Pay Adjustments. The effective date of any pay increase shall be the beginning of the next pay period following the effective date of change.

SECTION 2 - EFFECTIVE DATE OF PAY ADJUSTMENTS

2.01 The effective date of any longevity or educational incentive pay increase shall be the beginning of the pay period following the anniversary date of change. This shall not alter the employee's original anniversary date.

SECTION 3 - EDUCATION INCENTIVE PAY

3.01 All employees shall be eligible to receive educational incentive pay.

3.02 The education incentive pay plan is adopted as a plan that rewards an employee for obtaining advanced education. The provisions are also intended to avoid penalizing employees with long service.

3.03 Education Incentive Pay earned under this Section is defined as base salary within the meaning of Section 20630 of the California Government Code and Section 571(a)(2) of the PERS Regulations.

3.04 Effective January 14, 2023, any employee shall, upon completion of the educational requirements, be entitled to educational incentive pay above his or her base salary, as follows:

EDUCATION COMPLETED	INCENTIVE PAY
1. Bachelor's Degree; or 2. P.O.S.T. Advanced Certificate	9%

SECTION 4 - COMPENSATORY TIME OFF

4.01 An Officer or Sergeant shall be eligible for the payment of overtime for work performed in excess of the employee's regular scheduled work day or work week. An employee eligible for the payment of overtime may elect, at the sole discretion of the employee, to be compensated for overtime hours worked by compensatory time off (CTO) in lieu of receiving overtime pay. CTO shall be earned at a rate of one and one-half hour for each overtime hour worked in excess of the employee's regular assignment. Overtime billed to outside vendors (e.g. movie filming), is not eligible for the compensatory time option, unless the City has waived payment of fees by the outside vendor. When an employee is mandated to work an outside vendor event, the employee has the sole discretion to take CTO or paid overtime.

An employee may accrue up to a maximum of 100 hours of CTO at any given time. All time worked in excess of compensatory time limits will be paid at a rate of time and one half.

An employee desiring CTO in lieu of paid overtime will complete a "Compensatory Overtime" slip. After the Division Commander approves the transaction, the timekeeper will initiate a compensatory time log for that employee and keep the overtime sheet on file. This procedure allows the Division Commander and the employee to monitor the number of compensatory time hours logged.

4.02 The use of accrued CTO must be requested and approved in advance. The use of CTO time shall not unduly disrupt the operation of the department; however the need to pay overtime for a replacement employee does not constitute an undue disruption under this section. CTO leave for employees assigned to the 3 Day, 12.5 hour patrol schedule will be allowed as follows:

Upon the closure of the patrol shift bid (Article XI, Section 1) and "time off bid" (Article VII, Section 2) and subject to the conditions of Article VII, section 2.08, one officer per shift per day will be able to take the time off (Compensatory Time Off, Holiday, Vacation) if the shift time off is vacant with the following restrictions and exceptions:

-The request for the day off is submitted 30 days in advance;

-Notwithstanding any other provision in this Article, if there is another officer off on the day requested, the watch commander has discretion to grant the day off if it will not result in a mandate for replacement;

-The Watch Commander may deny time off if granting time off will result in a mandate due to an existing shift vacancy(ies) due to IOD/Administrative Leave/Long Term Sick Leave or scheduled approved training;

- CTO time off shall be allowed if an Officer procures a replacement through a shift swap;

-Notwithstanding any other provision in this Article, the Watch commander has discretion to grant the day off for requests made for a day off submitted less than 30 days in advance.

SECTION 5 - ACTING STATUS PAY

5.01 When an employee is temporarily absent from his or her assigned duties, the Police Chief may assign an employee in a lower class the duties of a higher class. In the absence of such a temporary move-up assignment, responsibility for the duties of the absent employee shall revert to the absent employee's direct supervisor, unless otherwise specified by the Police Chief.

5.02 Eligibility for assignment to acting status in a higher class shall be based upon above average performance as established by an employee's performance evaluations. Selection for acting status is the exclusive right of the Police Chief or his/her designee.

5.03 An employee so assigned to a higher class, shall become eligible for the appropriate pay rate equal to a minimum of 5% above the employee's current hourly rate. The increase in pay rate shall become effective upon assignment by the employee's Commanding Officer or the Duty Commander. No Acting Pay will be provided for less than one full shift of Acting duty.

5.04 Upon return of the employee in the higher class, the employee on acting status will be reassigned to their permanent class and pay rate.

SECTION 6 - COURT TIME PAY

6.01 Police Officers and Sergeants are eligible for Court Time Pay in accordance with this section.

6.02 For morning court proceedings and official hearings, an employee shall receive a minimum of four hours pay at the overtime rate and overtime pay on an hour-for-hour basis thereafter, inclusive of the court lunch break, subject to the conditions set forth below.

6.03 For afternoon court proceedings and official hearings, an employee shall receive a minimum of four hours pay at the overtime rate, and overtime pay on an hour-for-hour basis thereafter, subject to the conditions set forth below.

6.04 Court proceedings and official hearings shall include actual or telephonic appearances in Federal or State Court hearings (Superior Court, Juvenile Court, Juvenile Traffic Court), DMV hearings, job-related depositions or other employment related proceedings.

6.05 (a) Any court related assignments that occur during the employee's work shift shall be compensated at the regular rate of pay of the on duty employee.

(b) If the employee's actual appearance in court extends to scheduled duty hours, the employee shall be compensated at the overtime rate of their regular rate of pay only for the actual appearance time prior to their regular shift.

(c) Should an employee be required to appear while on paid vacation or holiday leave, the minimum court overtime provisions of this section shall apply, and the vacation or holiday hours actually worked shall be restored in the employee's leave bank.

(d) This provision shall not apply to secondary employment related issues.

6.06 When an employee must remain on-call outside of scheduled working hours, the employee shall be entitled to two hours minimum overtime at the regular rate of pay. If the on-call status continues beyond the two-hour minimum, the employee shall earn overtime pay at the regular rate of pay on an hour for hour basis, including that time during the court lunch recess. It is the employee's responsibility to advise the on duty supervisor immediately if the employee is notified that on call status has been removed.

SECTION 7- CLOTHING ALLOWANCE

7.01 Sergeants (Professional Standards, Communications and Investigations) and Officers [Investigations, School Resource Officers (SRO's) and Community-Based Officers (CBO's)] or other positions designated as a plain clothes assignment by the Police Chief or his/her designee shall receive a clothing allowance of $650 per year. Said payment shall be made upon assignment to regular plain-clothes duty and upon the anniversary date of said assignment thereafter.

SECTION 8 - BILINGUAL PAY

8.01 The City agrees to pay a monthly bilingual proficiency premium equivalent to 3% of base pay, exclusive of all bonuses, to a minimum of 12 Officers and/or Sergeants approved by the Chief of Police, who are bilingual in English and Spanish, Japanese, Chinese, Korean, Arabic, American Sign Language, Vietnamese, Portuguese, Farsi, German or French.

8.02 Employees wishing to qualify for the bilingual proficiency premium shall be tested for oral skills by the Police Chief or designee. Only those employees receiving a passing score on the test will be eligible for bilingual pay. In the event the number of eligible employees exceeds vacant bilingual slots, the selection of eligible employees will be based on seniority. An eligibility list for bilingual pay will be in place at all times, so that vacant slots can be immediately filled.

8.03 Bilingual Pay is defined as compensation within the meaning of Section 20636 of the California Government Code and Section 571 (a)(5) of the PERS regulations.

SECTION 9 - SPECIAL ASSIGNMENT PAY FOR OFFICERS

9.01 MOTORCYCLE OFFICER PREMIUM

A. Police Officers who are routinely and consistently assigned to operate and/or patrol on motorcycle shall receive a monthly premium equivalent to 8.5% of base pay, exclusive of all premiums.

B. Any reduction in personnel assigned as Motorcycle Officers will be accomplished by seniority within the unit. The least senior officer, determined by length of service in the Motorcycle Unit will be transferred first.

C. Motorcycle Officer premium pay is defined as compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the PERS Regulations.

9.02 K-9 OFFICER/ANIMAL PREMIUM

A. Police Officers who are routinely and consistently assigned to handle, train and board a police canine or horse shall receive a monthly premium equivalent to 8.5% of base pay, exclusive of all premiums. This premium replaces the 10 hours of overtime canine maintenance pay, but shall not include veterinarian fees, feed or other reimbursable expenses for upkeep of the animal. The parties agree that the 8.5% premium complies with Lever v. Carson City (9th Cir.2004) 360 F.3d 1014 in that the parties agree upon the premium pay as being reasonable and appropriate compensation for purposes of maintaining the assigned canine.

B. Any reduction in personnel assigned as K-9 Officers will be accomplished by seniority within the unit. The least senior officer, determined by length of service in the K-9 unit will be transferred first.

C. K-9 Officer premium pay is defined as compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the PERS Regulations.

D. To be eligible to serve as a K-9 Officer the employee's primary residence and domicile for the dog must be no more than 50 linear miles from the Redondo Beach city limit. This restriction does not apply to any employee serving as a K-9 Officer for the City as of January 27, 2015.

9.03 DETECTIVE DIVISION PREMIUM

A. Police Officers who are routinely and consistently assigned to the detective or investigations division shall receive a monthly premium equivalent to 4% of base pay, exclusive of all premiums.

B. Any reduction in personnel assigned as Detectives will be accomplished by seniority within the unit. The least senior officer, determined by length of service in the Detective unit will be transferred first.

C. Detective premium pay is defined as compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the PERS Regulations.

9.04 OTHER SPECIAL ASSIGNMENT PREMIUMS

A. Police Officers who are routinely and consistently assigned to the assignments listed below shall receive a monthly premium equivalent to 4% of base pay, exclusive of all premiums: Crime Scene Investigator - Officers who are routinely and consistently assigned to analyze and explore crime scenes. DUI/Traffic Officer — Officers who are routinely and consistently assigned to enforce those laws related to driving under the influence of alcohol or drugs. Traffic Investigator - Officers who are routinely and consistently assigned to investigate traffic collisions and traffic-related crimes. FTO/Lead Officer - officers who are routinely and consistently assigned to train new employees and act as auxiliary supervisor; Community-Based Officer/Crime Prevention Officer/School Resources Officer - officers routinely and consistently assigned to function as a liaison between persons and groups and the Police Department.

B. The City and the Association agree there shall be 27 special premium pay positions consisting of the assignments listed in Item A., above, each in the number determined by the Police Chief to be in the best interest of the Department.

C. When a premium pay assignment position covered by Subsection 10.04 herein becomes vacant, the Police Chief, in his/her sole discretion, may maintain that position and appoint a replacement in accordance with Section 11.01 of this Article, or may re-allocate that position to another assignment covered by this Subsection, and appoint an employee to the new premium pay assignment position in accordance with Section 11.01 of this Article.

D. Any reduction in personnel assigned to any of the special premium pay assignments provided for herein will be accomplished by seniority within the unit. The least

senior officer, determined by length of service in that particular assignment will be transferred first.

E. The intent of Subsection 10.04 herein is to guarantee the Association 27 premium pay positions in the assignments noted above at all times, while allowing the Police Chief the flexibility to re-allocate vacant premium pay assignments to meet the needs of the Department.

9.05 The parties expressly agree and understand that any modification to this Section providing or special assignments from any predecessor MOU(s) whereby said modifications describe individuals as being "permanently assigned" or "routinely and consistently assigned" to any particular position or assignment are terminology changes solely intended to ensure that said monthly payments are defined as "special compensation" for purposes of determining each affected employee's "compensation earnable" for purposes of retirement benefit determinations under Section 20636 of the California Government Code and Section 571(a) (4) of the PERS regulations. Use of said defining language shall not modify any existing Department practices and procedures regarding transferability or rotation of individuals into or out of said special assignments.

SECTION 10 - ASSIGNMENT TO PREMIUM PAY POSITIONS

10.01 Within 30 days of a vacancy for any assignment for which a premium pay, bilingual pay or bonus pay is provided in accordance with this Memorandum of Understanding, the City will post a notice of the vacancy, the conditions for eligibility for the position, a description of the testing protocol, the establishment of an eligibility list and the expiration date for the list. The City will then, within the following 60 days, conduct the test, establish the list and make appointment(s) to the vacant position(s).

SECTION 11 - SPECIAL ASSIGNMENT PAY FOR SERGEANTS

11.01 MOTORCYCLE SERGEANT PREMIUM

A. A Police Sergeant who is routinely and consistently assigned to the Motorcycle Unit, and who drives a police motorcycle in the course of such assignment, shall receive a monthly premium equivalent to eight and one-half percent (8.5%) of base pay, exclusive of all premiums.

B. In the event a Police Sergeant is routinely and consistently assigned to the Motorcycle Unit, but does not drive a police motorcycle in the course of such assignment, he or she shall receive a monthly premium equivalent to 4% of base pay, exclusive of all premiums.

C. Motorcycle Sergeant premium pay is defined as compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the PERS regulations.

11.02 OTHER SPECIAL ASSIGNMENT PREMIUMS

A. All Police Sergeants (there shall be a minimum of five) who are assigned to the assignments listed below shall receive a monthly premium equivalent to 4% of base pay, exclusive of all premiums: Professional Standards Unit - Sergeants who are routinely and consistently assigned to the performance of background and internal affairs investigations; Detective Sergeant - Sergeants who are routinely and consistently assigned to the Detective/Investigation Division; SIU Sergeant - Sergeants who are routinely and consistently assigned to the Special Investigations Unit; Community Based Policing Sergeant - Sergeants who are routinely and consistently assigned to duties including supervision of the officers assigned to the community based policing program. Harbor/Pier Sergeant - Sergeants who are routinely and consistently assigned to duties including supervision of the officers assigned to the Harbor area.

B. There shall be five special premium pay positions consisting of the assignments listed in Item A above, each in the number determined by the Police Chief to be in the best interests of the Department. The City and the Association may agree to add or delete positions designated as premium pay assignments designated above.

C. When a premium pay assignment position covered by Section 12.02 herein becomes vacant, the Police Chief, in his/her sole discretion, may maintain that position and appoint a replacement in accordance with Section 11.01 of this Article, or may re-allocate that position to another assignment covered by this Subsection, and appoint an employee to the new premium pay assignment position in accordance with Section 11.01 of this Article. The City agrees to follow the same rules on the selection process outlined in Section 11.01 but the Police Chief will have absolute discretion on selections and on whether to continue assignments.

D. Any reduction in personnel assigned to any of the special premium pay assignments provided for herein will be accomplished by seniority within the unit. The least senior Sergeant, determined by length of service in that particular assignment, will be transferred first.

11.03 Premium pay provided for by Section 11.02, above, is defined as compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the PERS regulations.

11.04 The Department retains all existing rights regarding transferring or rotating individuals into and out of special assignments and to eliminate any such assignments or to modify the duties attendant thereto, in order to further the interests of the Department. Defining said individuals as being "routinely and consistently" assigned to said positions shall not be deemed to alter said policies and practices regarding transfer or rotation of said individuals or the elimination of their assignments.

SECTION 12 - LONGEVITY PAY

12.01 Longevity Pay is defined as compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(1) of the PERS Regulations.

12.02 The effective date of a longevity pay increase shall be the beginning of the pay period following the date of eligibility.

12.03 An employee is eligible to receive Longevity Pay at such time when he or she begins each year of public agency law enforcement service as outlined below. Longevity Pay is calculated based on an employee's base pay (as listed in Exhibit A), plus any education incentive pay as stated in Section 3 of this Article to which an employee may be entitled, exclusive of all other premiums and pays, as follows:

YEARS OF SERVICE	LONGEVITY PAY
10	6%
15	12%
20	18%

Effective the first full pay period of January 2021, longevity pay will be calculated on an employee’s base pay, exclusive of all other pays.

SECTION 13 - OUTSIDE EMPLOYMENT

13.01 Employees shall not be employed by employers other than the City, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Police Chief. Employees seeking permission to perform outside employment shall apply in writing to the Police Chief for approval on the form provided by the City. Employees shall be permitted to perform outside employment providing security services, consistent with Policy 1040 of the Police Department's General Orders Manual. Outside employment shall not be approved if there is an actual or reasonably likely conflict of interest, an appearance of impropriety, or if such outside employment reasonably could detract from or impair the reputation of the City. If outside employment is initially approved, such

approval for outside employment may be revoked, provided that the employee involved shall receive at least 14 calendar days advanced notice in writing of such revocation. Requests for outside employment must be submitted, and approved annually.

13.02 A non-probationary employee may work up to a maximum of 32 hours per calendar week for an approved outside employer. No such limit shall exist in a calendar week in which the employee performs no work for the City, except however, the City retains the right to limit outside employment for an injured or disabled employee where such outside employment may hinder or otherwise interfere with prescribed treatment or the employee's return to duty. In no case shall outside employment limit an employee's ability to perform in his or her capacity with the City.

13.03 No employee who is employed by an employer other than the City shall work in excess of 16 hours in a 24 hour period. Said requirement includes regular and overtime hours worked for the City as well as hours worked for an employer other than the City. The Police Chief may grant an exception during an emergency circumstance or extreme demonstrated need.

SECTION 14 - CALL BACK PAY AND INVOLUNTARY OVERTIME

14.01 An employee called back to work or ordered to work overtime involuntarily outside the employee's regularly scheduled work hours shall receive a minimum of two hours of pay at the overtime rate.

14.02 An employee, who works as an extension after the regularly scheduled work hours or assignment, shall receive overtime for the actual amount of time worked.

14.03 An employee who is mandated to appear to receive unpaid administrative leave shall receive overtime for the actual amount of time worked.

SECTION 15 - SPECIAL EVENT OVERTIME

15.01 The purpose of this section is to establish a fair and equitable system for the distribution of special event overtime for Sergeants and Officers. For purposes of simplicity, Sergeants-and Officers will be referred to hereafter collectively as Employee(s).

15.02 The overtime list currently utilized by the Special Event Overtime Coordinator will continue subject to recurring list rotation.

15.03 An employee desiring to be included on the special event overtime list shall submit a memorandum to the Special Event Coordinator and their name shall be placed at the bottom of the current special event overtime list for rotation. The current special event overtime list shall be maintained in the electronic scheduling system (“TeleStaff”).

15.04 An employee who is scheduled to work overtime and fails to fulfill their assignment will be placed on the bottom of the list and miss one rotation. An employee shall not substitute another employee in their overtime assignment. An employee unable to fulfill their special event overtime obligation must notify the Watch Sergeant. The Watch Sergeant will then refer to the list for the next available employee.

15.05 An employee shall only be rotated on the list should they accept or decline an offer for overtime.

SECTION 16 – DETECTIVE STANDBY PAY/ON CALL STATUS

16.01 Two Sergeants and Officers (hereinafter jointly referred to as "Detectives") assigned to the Detective Bureau, Special Investigations or the Traffic Investigator in the Traffic Unit, who volunteer to participate in this arrangement, shall rotate being on call/standby status for periods of seven consecutive calendar days beginning at 12:01 AM each Saturday and ending the following Saturday at 12:00 AM but only required to respond to call outs Mondays through Thursdays from 5:01 p.m. until 8:00 a.m. the following morning and on weekends beginning at 5:01 p.m. Friday and ending at 8 a.m. the following Monday morning. Two Detectives shall be on standby status each week. Upon ratification of this MOU, the order of assignment shall be determined by the Detectives by lot or by other process as they may determine. During all times that a Detective is on standby status that Detective shall remain unimpaired from the performance of duty due to alcohol or any controlled substance or other cause and shall be able to respond to the Police Department building by phone within ten minutes and if so directed to arrive at the building within one hour of receiving a contact from the Department through a dispatcher, superior officer or other designee of the Police Chief.

16.02 Each detective serving on standby shall receive for each full week of standby service a stipend of $300.

SECTION 17 - POLICE RECRUIT

17.01 The initial pay rate for Police Recruit shall be equal to the entry-level step for Police Officer as shown in Exhibit A. No special pays shall apply.

Notwithstanding any other provisions of this MOU, Police Recruits:

- Are not represented by any bargaining unit;
- Are non-sworn;
- Shall be limited-term appointment not to exceed one year unless extended by the Police Chief;
- Do not have Civil Service status;

- Are placed in the miscellaneous group for PERS retirement purposes and contribute to Social Security; and

- Receive the same benefits as sworn officers limited to: vacation, sick leave, holiday, and health insurance benefits. Upon graduation from the Police Academy, Police Recruits receive sworn police personnel status as a Police Officer and are placed in the safety group for PERS retirement purposes. Employees will no longer contribute to Social Security.

SECTION 18 – LATERAL INCENTIVE BONUS AND REFERRAL BONUS

18.01 Effective January 1, 2023 and subject to authorized funding in the Police Department operating budget for the current fiscal year, lateral police officers hired by the City shall receive a $10,000 lateral incentive bonus. The lateral incentive bonus shall be paid as follows: $2,500 upon hire as a City of Redondo Beach employee, $2,500 when the new lateral officer completes field training, and $5,000 when the new lateral officer successfully completes probation.

18.02 Effective January 1, 2023 and subject to authorized funding in the Police Department operating budget for the current fiscal year, current Redondo Beach police officers who refer a lateral candidate that is hired by the City shall receive a $5,000 referral bonus. The new officer must list the existing employee on the job application at the time they apply. The referral incentive bonus shall be paid as follows: $2,500 when the lateral officer begins his/her first day as a sworn RBPD officer, and $2,500 when the new lateral officer completes field training.

18.03 The lateral incentive bonus and the referral bonus are fully taxable and not reportable to CalPERS as pensionable compensation.

ARTICLE IV. RETIREMENT BENEFITS

SECTION 1 - EMPLOYEE CONTRIBUTION

1.01 Tier I and Tier II employees shall pay 8% of reportable compensation, as their employee member contribution to the California Public Employees Retirement System (CalPERS) on a pre-tax basis and by payroll deduction. Also, Tier I and Tier II employees will pay 1% of reportable compensation to CalPERS by payroll deduction as cost sharing of the employer contribution pursuant to Government Code section 20516(f). Both the City and RBPOA understand that CalPERS may question the permissibility of this arrangement and agree to reopen this provision to discuss alternative arrangements if a binding determination is rendered declaring this arrangement is unlawful.

SECTION 2 - PERS RETIREMENT FORMULA

2.01 Effective January 1, 2012, the City established a two-tier system of retirement benefits. Employees who were first employed by the City in a position in the local Police Officer membership classification on or before December 31, 2011, are eligible to participate in Tier I Local Police Officer benefits. Employees who were first employed by the City in a position in the local Police Officer membership classification on or after January 1, 2012 but prior to January 1, 2013 (subject to section 2.05 of this Article), are eligible to participate in Tier II Local Police Officer Benefits.

2.02 The City shall provide the 3% @ 50 retirement formula, pursuant to Government Code Section 21362.2, to all employees participating in Tier I Local Police Officer benefits. Employees participating in Tier I Local Police Officer benefits shall also receive those optional benefits detailed in Section 3.01 of this Article.

2.03 The City shall provide the 3% @ 55 retirement formula, pursuant to Government Code Section 21363.1, to all employees participating in Tier ll Local Police Officer benefits. Employees participating in Tier ll Local Police Officer benefits shall also receive those optional benefits detailed in Section 3.02 of this Article.

2.04 Tier III employees are "new members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA.) They shall be required to pay CalPERS by payroll deduction a member contribution in an amount equal to 50% of the normal cost rate for the 2.7% at age 57 defined benefit plan provided by PEPRA in which the member is enrolled. Tier III employees' final compensation benefit measurement period shall be the employee's highest 36 consecutive months and the employee's retirement benefit shall be calculated based on "pensionable income."

2.05 Tier III employees reserve the prerogative to contest any unlawful application of PEPRA or to enforce any final and binding judicial decision invalidating PEPRA.

SECTION 3 - OPTIONAL PERS CONTRACT PROVISIONS

3.01 Optional Benefits — Tier I Local Police Officer Plan

A. One-year Final Compensation (Section 20042 of the Government Code).

B. Military Service Credit as Public Service (Section 21024).

C. Fourth Level of 1959 Survivor Benefits (Section 21574).

D. Credit for Unused Sick Leave (Section 20965).

For purposes of reporting credit for accrued unused sick leave at time of retirement (Section 20965 of the Government Code), the following formulas shall apply:

The formula for all employees shall be total hours of accrued sick leave accrued based on length of service, up to the maximum allowed of two thousand eighty (2080) hours, divided by eight (8), equals number of days of credit for unused sick leave.

E. Employer Paid Member Contributions as Compensation (Section 20692)

In accordance with Government Code Section 20615, the City has elected to pay what is presently all of the employee's normal contributions to PERS for those employees in the bargaining unit consisting of local police officers appointed to the classification of Police Officer and Sergeant. Pursuant to this MOU, the parties do hereby agree during said employee's last year of employment, the City shall stop paying the employee's normal PERS contributions during the final compensation period applicable to the electing employee and instead, shall increase the pay rate of the electing employee by an amount equal to the amount of normal PERS contributions then being paid by the employer on behalf of the employee. The parties agree that in no case, shall the pay rate increase exceed the amount of the normal member contribution that is required to be paid to PERS by its members. Effective July 1, 2017 and in accordance with Article IV, Section 1.01, the City shall pay 1% of reportable compensation towards the employee's member contribution to PERS. During the employee's final compensation period, the City shall stop paying this 1% employee member contribution to PERS and instead shall increase the pay rate of the electing employee by 1% in accordance with Government Code Section 20692.

F. Pre-Retirement Optional Settlement 2 Death Benefit (Section 21548)

G. Fifty percent (50%) Post Retirement Survivor Allowance (Section 21624)

The PERS optional benefits provided in this Section 3.01 shall only be available to employees participating in the Tier I Local Police Officer benefit plan and shall not be available under the Tier II Local Police Officer plan.

3.02 Optional Benefits — Tier II Local Police Officer Plan

A. Military Service Credit as Public Service (Section 21024).

B. Fourth Level of 1959 Survivor Benefits (Section 21574).

C. Credit for Unused Sick Leave (Section 20965).

For purposes of reporting credit for accrued unused sick leave at time of retirement (Section 20965 of the Government Code), the following formulas shall apply: The formula for all employees shall be total hours of accrued sick leave accrued based

on length of service, up to the maximum allowed of two thousand eighty (2080) hours, divided by eight (8), equals number of days of credit for unused sick leave.

D. Employer Paid Member Contributions as Compensation (Section 20692)

In accordance with Government Code Section 20615, the City has elected to pay what is presently all of the employee's normal contributions to PERS for those employees in the bargaining unit consisting of local police officers appointed to the classification of Police Officer and Sergeant. Pursuant to this MOU, the parties do hereby agree during said employee's last year of employment, the City shall stop paying the employee's normal PERS contributions during the final compensation period applicable to the electing employee and instead, shall increase the pay rate of the electing employee by an amount equal to the amount of normal PERS contributions then being paid by the employer on behalf of the employee. The parties agree that in no case, shall the pay rate increase exceed the amount of the normal member contribution that is required to be paid to PERS by its members. Effective July 1, 2017 and in accordance with Article IV, Section 1.01, the City shall pay 1% of reportable compensation towards the employee's member contribution to PERS. During the employee's final compensation period, the City shall stop paying this 1% employee member contribution to PERS and instead shall increase the pay rate of the electing employee by 1% in accordance with Government Code Section 20692.

E. Pre-Retirement Optional Settlement 2 Death Benefit (Section 21548)

F. Fifty percent (50%) Post Retirement Survivor Allowance (Section 21624)

ARTICLE V. INSURANCE BENEFITS

SECTION 1 - ACTIVE EMPLOYEES

1.01 The City shall contract with the California Public Employees' Retirement System (PERS) for medical insurance coverage in accordance with the Public Employees' Medical and Hospital Care Act (PEMHCA). The City will contribute the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as 1) an enrolled employee and eligible dependents, 2) an enrolled retiree and eligible dependents, or 3) a surviving annuitant. The PEMHCA statutory minimum for 2026 is $162 per month, and changes each year in accordance with Government Code section 22892(b) ("Employer Minimum Contribution for Employee"). Eligible new hires will be covered under this program on the first day of the month following enrollment.

1.02 In addition, the City shall implement a flexible spending cafeteria plan ("Cafeteria Plan") in accordance with Internal Revenue Code Section 125 for all active employees. The following health care benefits shall be offered through the Cafeteria Plan: medical, dental (with orthodontia), vision, life and psychological insurance. Employees participating in the Cafeteria Plan shall receive a monthly flexible spending allowance ("Monthly Allowance") to purchase benefits offered under the Cafeteria Plan. The Monthly Allowances shall be awarded to employees who enroll in the PERS health plan as follows:

Effective January 2026:

Employee Only	$1400
Employee +1	$1900
Employee +2 or more	$2450

Each participating employee shall pay the Employer Minimum Contribution for Employee and the employee's remaining portion of the premium ("Employee Contribution") from the Employee's Monthly Allowance. The Employer Minimum Contribution for Employee and the Employee Contribution together comprise the "Total Mandatory Medical Contribution." After the Total Mandatory Medical Contribution has been made, the employee has the option (a) to waive the other benefits and have the excess Monthly Allowance converted to taxable income or (b) to purchase the other supplementary products. If premiums and/or costs for the selected benefits exceed the Monthly Allowance, the balance will be paid by the employee through an automatic pre-tax payroll deduction, as permitted under Internal Revenue Code Section 125.

Although the Employer Minimum Contribution for Employee may increase as a matter of law, the Total Monthly Allowance will not increase absent mutual agreement.

SECTION 2 – OPT OUT

2.01 Unit employees may elect to not participate in the PERS Health Plan medical insurance coverage and therefore "Opt Out" of PERS Health insurance coverage. Effective March 28, 2020, upon proof of other coverage, unit employees may elect to waive the City's medical insurance and receive 50% of the premium for the plan level in which they qualify at the time prior to opt out, up to a maximum of $1200. Employees may use this opt out funding to purchase other items in Cafeteria Plan or convert it to taxable income. For new employees hired on or after April 1, 2020, the maximum "opt out" cash back available will be $900.

Employees may only opt out of insurance benefits if they provide verifiable proof of alternative coverage under a qualified group health plan. The opt out option will not be provided and shall not be used for the purpose of purchasing either an individual health plan or insurance on the ACA exchange. Such alternative insurance must provide minimum essential health coverage pursuant to the U.S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee's expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City's approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage. Employees wishing to re-enroll in an available City medical insurance plan may do so only during the "open enrollment period" subject to the medical insurance carrier's evidence of insurability requirements, unless a qualifying event occurs. A qualifying event shall be defined as set forth in the PERS Medical Plan.

SECTION 3 - RETIREES

3.01 Tier I Retirees - Retirees Hired Before July 1, 2011 and Not Medicare-Age Eligible

For employees hired before July 1, 2011 ("Tier I Retirees"), the City shall make an "unequal" contribution of $1 per month directly to CalPERS. The City's mandated contribution for each annuitant shall be increased annually to an amount equal to the number of years that the City has been enrolled with PEHMCA multiplied by 5% of the current Employer Minimum Contribution for Employees until the contribution for retirees equals the contribution paid for employees, in compliance with Government Code section 22892(c). This amount is referred to as the "Employer Minimum Contribution for Retirees." In combination with this unequal contribution, the City will also pay the Tier I Retiree the difference between the Employer Minimum Contribution for Retirees and the single retiree medical premium rate for a medical insurance plan in which the retiree is enrolled from among those medical plans provided by the City. ("Tier I Retiree Differential Payment") The Tier I Retiree Differential Payment shall only be provided to a Tier I Retiree who meets all of the following criteria:

A. Employees must have a minimum of five years of full-time service with the City of Redondo Beach

B. Must retire and begin drawing pension benefits with CalPERS within 120 days of their separation from service with the City

C. Must have completed a minimum of 20 years of full-time verifiable service in a public agency at the time of their separation from the City.

When a Tier I Retiree becomes eligible to enroll in the Federal Medicare program or any Medicare Supplemental plans, the Tier I Retiree will not be entitled to the Tier I Retiree Differential Payment. The premium cost for any additional insurance coverage selected by the Tier I Retiree, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Tier I Retiree selecting any such option. When the Tier I Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees or the Tier I Retiree Differential Payment.

3.02 Tier II Retirees - Retirees Hired On or After July 1, 2011 and Not Medicare-Age Eligible

For employees hired on or after July 1, 2011 ("Tier II Retirees"), the following shall delineate the City's contribution towards medical premium rates, if any:

A. The Employer Minimum Contribution for Retirees, plus the differential payment applicable to the Tier II Retiree as follows (collectively, "Tier II Retiree Differential Payment"):

For retirees who retire with 10 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 25% of the Tier I Retiree Differential Payment as outlined in Section 3.01 above;

For retirees who retire with 15 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 50% of the Tier I Retiree Differential Payment as outlined in Section 3.01 above;

For retirees who retire with 20 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 75% of the Tier I Retiree Differential Payment as outlined in Section 3.01 above;

For retirees who retire with 25 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 100% of the Tier I Retiree Differential Payment as outlined in Section 3.01 above;

When a Tier II Retiree becomes eligible to enroll in the Federal Medicare program or any Medicare Supplement plans, the Tier II Retiree will not be entitled to any Tier II Retiree Differential Payment. The premium cost for any additional insurance coverage selected by the Tier II Retiree, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Tier II Retiree selecting any such option. When the Tier II Retiree

dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees or any Tier II Retiree Differential Payment

B. The benefits provided under this Section 3.02 shall only be offered through the City to Tier II Retirees who meet all of the following criteria:

1. The employee must separate from City employment and begin receiving pension benefits from CalPERS (either through a service retirement or a disability retirement) within 120 days of his or her separation from the City.

2. Individuals receiving benefits under this section are solely responsible for paying any portion of the health insurance premium (and any other costs) not paid for by the City.

3. Upon beginning to receive benefits as a retiree, individuals must ensure continuity of coverage through City insurance plans. Termination of the individual's participation in City-sponsored insurance plans for any reason shall automatically result in the termination of the City's obligation to provide any contribution above the minimum required by law, under this section.

3.03 Retirees That Are Medicare-Age Eligible

Beginning with the transition to the PERS Health program in 2017, and for retirees that are eligible to enroll in the Federal Medicare program or any Medicare supplemental programs ("Medicare-Eligible Retirees"), the City shall make the Employer Minimum Contribution for Retirees. The City's obligation to make "mandatory contributions" on behalf of Medicare-Eligible Retirees shall be limited to the minimum contribution required by law, and only so long as the City contracts with CalPERS for medical insurance.

The premium cost for any additional insurance coverage selected by the Medicare-Eligible Retirees, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Medicare-Eligible Retiree selecting any such option. When the Medicare-Eligible Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees.

SECTION 4 - DENTAL INSURANCE

4.01 The City agrees to provide dental insurance (with orthodontia) and shall make these plans available to active employees and their qualified dependents.

SECTION 5 - PSYCHOLOGICAL HEALTH INSURANCE

5.01 The City agrees to provide psychological health insurance and shall make the plan available to active employees and qualified dependents.

SECTION 6 - TERM LIFE AND AD&D INSURANCE

6.01 The City shall provide $50,000 of term life and accidental death and dismemberment insurance and shall make the plan available to active employees. Dependent term life insurance in an amount up to $1500 shall be made available to their qualified dependents. The City shall provide for an accidental death and dismemberment (AD&D) plan for active employees in the amount of $50,000; such AD&D insurance shall provide 24 hour coverage.

SECTION 7 - VISION INSURANCE

7.01 The City agrees to provide vision care and shall make this plan available to active employees and their qualified dependents.

SECTION 8 - HEALTH BENEFITS COMMITTEE

8.01 The City and the Association agree to participate in a joint labor-management committee, comprised of a representative from each of the organizations representing the City's employees and management staff, for the purposes of evaluating the health benefits provided to Association members and recommending modifications to benefits as appropriate. Such recommendations will be advisory on the City and the Association, for discussion at future meet and confer sessions as necessary.

ARTICLE VI. SICK LEAVE BENEFITS

SECTION 1 - SICK LEAVE PLAN

1.01 Sick leave shall be considered as a form of insurance intended to provide income continuation during periods of non-occupational illness or injury, and to supplement temporary disability benefits during periods of occupational illness or injury.

1.02 All employees who work full-time and are eligible to accrue sick leave hours, shall accrue 10 hours per month for each month of full-time employment up to a maximum of 120 hours of sick leave per year.

1.03 The maximum number of sick leave hours that eligible employees may accrue shall be 2080 hours.

1.04 Employees who suffer a serious injury or illness may utilize a long-term disability sick leave bank of 2080 non-replenishing hours that shall be available for use following a 30

day qualifying period. During the qualifying period, the employee may use accrued sick leave, vacation leave, holiday leave, or any other paid leave to provide salary continuation. Any long-term disability sick leave used from the bank after the qualifying period shall reduce the balance of sick leave available for any subsequent long-term disability for the duration of the employee's career with the City.

1.05 The Police Chief may require sick leave verification without prior written notice at any time during a sick leave absence.

1.06 The City shall, as soon as possible after the commencement of the fiscal year on July 1, pay an annual bonus of $1000 to each employee who is eligible to accrue sick leave and who does not use any sick leave, or an annual bonus of $500 to each employee who uses up to one (1) shift sick leave, during the preceding 12 months. However, an employee may use sick leave for Family Leave (provided for in Article VI, Section 4, below) and such time shall not be considered as "sick leave" for the purpose of determining eligibility for the bonus provided for in this Section. The annual bonus supersedes and shall be provided in lieu of the current incentive program of one shift/day off per year. Only those employees who are on the payroll as of the beginning of the first payroll period in July following the fiscal year in which they qualify for the bonus shall be eligible to receive the bonus. Employees who retire on or after July 1, and who qualify for the bonus, shall receive said bonus in their final paycheck.

1.07 An employee who is sick and on an approved paid leave day shall not be permitted to substitute sick leave for the vacation, or holiday, or compensatory day; except, however, an illness or injury may be applied to sick leave under any of the following conditions:

A. The illness or injury requires hospitalization for more than 24 hours;

B. The Illness or injury requires a prescription; or

C. The City Physician certifies that the illness or injury is of such a serious nature as to preclude participation of the employee in those normal activities that are associated with the enjoyment of a vacation, holiday, or day off.

1.08 The provisions of this sick leave plan shall apply to all employees and shall supersede and render null-and-void all provisions of Redondo Beach Municipal Code, Section 2-3.514(d), related to limits of sick leave with pay.

1.09 The Police Chief may require sick leave verification without prior written notice at any time during a sick leave absence.

1.10 Employees who serve continuously in their position with the City throughout the entire fiscal year without utilizing any sick leave, will as a result of the non-use of any sick leave be eligible to receive one shift/day-off with pay. This time-off shall be granted only

with the prior approval of the Police Chief and said time-off shall be taken before December 31st following the fiscal year in which the bonus shift/day-off is earned.

1.11 Employees who are absent from work on sick leave for a continuous period of 40 working days or more shall not be eligible to accrue any holiday hours for the duration of their illness or injury.

1.12 The sick leave plan set forth in this section shall supersede and make null-and-void any and all conflicting provisions of the Redondo Beach Municipal Code, Section 2-3.514(d) related to limits of sick leave with pay.

SECTION 2 - INDUSTRIAL DISABILITY LEAVE

2.01 A regularly employed, full-time Police Officer disabled by injury or illness arising out of, and in the course and scope of his or her duties, shall become immediately entitled, without regard to his or her length of service with the City, to the leave benefits provided by California Labor Code Section 4850.

SECTION 3 - FAMILY LEAVE

3.01 Employees shall be eligible to use up to a maximum of one hundred and eight (108) hours of accrued sick leave or sick leave from the long-term disability sick leave bank in any one fiscal year for child care, senior care, and/or for those purposes specified in Section 2-3.515 of the Redondo Beach Municipal Code. The reference to "life threatening" as applied to labor and delivery under current administrative practice shall be eliminated; provided, however, that all other administrative procedures and controls shall remain in full force and effect. The leave benefit prescribed in this subsection shall supersede and make null and void the Emergency Family Sick Leave benefit set forth in Section 2-3.515 of the Redondo Beach Municipal Code.

3.02 The City agrees to allow employees to pre-designate and substitute other family members for those persons defined as "immediate family." The intent of this provision is not to expand the number of persons included in the definition of immediate family or to increase pay leave opportunities, but, rather to recognize variations in family structure (e.g. substitute stepmother for mother).

3.03 Immediate family shall mean father, mother, father-in-law, mother-in-law, step-father, step-mother, brother, sister, grandparents, grandchildren, spouse, domestic partner, child, step-child, legal dependent, or designated person (employees may designate one-person per 12-month period).

3.04 The use of Family Leave hours as provided in this section shall not be considered as a rating factor in a performance evaluation, nor shall Family Leave hours be included

in the calculation of Sick Leave usage for the purposes of a sick leave verification requirement or for the sick leave incentive provided in Article VI., above.

ARTICLE VII. HOLIDAY, VACATION, AND OTHER LEAVE BENEFITS

SECTION 1 - HOLIDAYS

1.01 All unit employees work without regard to holidays.

1.02 The following 11 days are City paid holidays: New Year's Day, Martin Luther King Day, Veterans Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, and Christmas Day. Observance of these holidays or payment in lieu of their observance shall be provided in accordance with the procedures outlined hereafter in this section. For the period of this Agreement only and expiring December 31, 2026, New Year's Eve (December 31, 2025) shall also be a City paid holiday.

1.03 In lieu of holidays off, employees shall be granted in-lieu holiday leave or paid in cash for 12.5 hours per designated City holiday for a total of 137.5 hours per year. For the period of this Agreement, only, and expiring December 31, 2026, an additional 12.5 holiday hours shall be accrued or paid in cash, for a total of 150 hours. Although employees'are credited for the full allotment of hours effective January 1 each year, employees earn the in lieu leave or cash pro rata each pay period.

1.04 Employees shall have the option to use in-lieu holiday leave throughout the calendar year, or receive cash payment.

For employees assigned to the 3/ 12.5 patrol schedule in-lieu leave may be scheduled as follows:

Upon the closure of the patrol shift bid (Article XI, Section 2) and "time off bid" (Article VII, Section 2) and subject to the conditions of Article VII, section 2.08, one officer per shift per day will be able to take the time off (Compensatory Time Off, in-lieu Holiday, Vacation) if the shift time off is vacant with the following restrictions and exceptions:

-The request for the day off is submitted 30 days in advance;

-If there is another officer off on the day requested, the watch commander has discretion to grant the day off if it will not result in a mandate for replacement;

-The Watch Commander may deny time off if granting time off will result in a mandate due to an existing shift vacancy(ies) due to IOD/Administrative Leave/Long Term Sick Leave or scheduled approved training;

- In-lieu holiday time off shall be allowed if an Officer procures a replacement through a shift swap;

-Notwithstanding any other provision in this Article, the Watch Commander has discretion to grant the day off for requests made for a day off submitted less than 30 days in advance. If the Police Chief, or designee, should receive multiple requests for in-lieu holiday leave for the same date from employees in the same work unit or watch, leave requests shall be ranked in order by the date and time the leave request is posted.

1.05 Payment for unused holidays shall be made as follows:

A. The employee may request cash payment for unused in-lieu holiday leave at any time during the calendar year. Cash payment for holiday hours will be paid at the FLSA regular rate of pay and reported as Special Compensation for Classic CalPERS employees only, in the pay period in which it was earned.

B. Unused in-lieu holiday leave accrued and not scheduled for use, by December 31st of each year, shall be paid to employees in the final pay period of the year at the employee's FLSA regular rate of pay.

C. Employees who separate from City employment shall be paid for a pro rata portion of in-lieu holiday leave, at the FLSA regular rate of pay to the extent unused as of the date of separation, for the months of the calendar year between January 1 and the effective date of the employee's separation.

SECTION 2 - VACATIONS

2.01 Officers and Sergeants shall accrue vacation based on their years of full-time employment with the City, or in the case of lateral Officers, based on their years of law enforcement service, as follows:

Completed Years of Service	Annual Accrual Rate	Maximum Accrual
1 through 4	95 hours	150
5 through 6	125 hours	210
7 through 13	165 hours	290
14 or more	205 hours	370

2.02 Accrued vacation time shall be earned as an increase or a part of compensation.

2.03 Employees will be allowed to cash out up to a maximum of 80 hours of accrued vacation twice per fiscal year. Employees may cash out twice per fiscal year, but in no event shall the cash out exceed a total of 80 hours in a fiscal year.

2.04 In the event an employee is unable to utilize vacation due to illness, injury or City emergency, the City will provide a six month extension for the employee to reduce his or her balance to at or below the maximum.

2.05 Employees will be encouraged to take vacation time off from work. Employees who are eligible to accrue vacation shall be entitled to take all of the vacation leave accrued in one calendar year. Vacation (Time Off) leave shall be bid for by seniority by date of hire. The time off bid schedule (formerly known as the vacation bid) will be developed for each patrol deployment period. A deployment period is that portion of a calendar year for which employees bid for their shift assignment. Except for the holidays listed in Section 2.08 below, two officers per shift per day will be able to take time off (including use of Holiday and Compensatory Time Off) when the officer bids for the day at the time of their "time off bid." Patrol vacancies resulting from IOD/Long Term Sick Leave/Administrative Leave/Approved Mandatory Department training will not be justification to deny time off within the "time off bid." Any additional officer beyond the minimum two officers allowed is at the discretion of the watch commander. Vacation schedules for employees outside of a patrol assignment shall be on a calendar year basis. Sergeants in Patrol shall bid for time off/vacations each deployment period by seniority according to their time in rank.

2.06 Upon the closure of the patrol shift bid and "time off bid" and subject to the conditions of Article VII, section 2.08, one officer per shift per day will be able to take the time off (Compensatory Time Off, Holiday, Vacation) if the shift time off is vacant with the following restrictions and exceptions:

-The request for the day off is submitted 30 days in advance;

-If there is another officer off on the day requested, the watch commander has discretion to grant the day off if it will not result in a mandate for replacement;

-The Watch Commander may deny time off if granting time off will result in a mandate due to an existing shift vacancy(ies) due to IOD/Administrative Leave/Long Term Sick Leave or scheduled approved training;

-Time off shall be allowed if an Officer procures a replacement through a shift swap;

-Notwithstanding any other provision in this Article, the Watch commander has discretion to grant the day off for requests made for a day off submitted less than 30 days in advance.

2.07 Time off requests must not exceed the hours a member has banked (e.g. Compensatory Time Off or Holiday) at the time of the request. Exceptions may be made when the time

off requested is VACATION time, and vacation time accrual will be equal or greater than the requested time at the end of the pay period when the time off will be taken.

2.08 Time off (Vacation, Holiday, Compensatory Time Off) allowed during the "time off bid" will be restricted to at least one Officer per shift for the designated "City paid holidays" (Article VII, Section 1.01) and the following commercial holidays: New Year's Eve, December 24, Super Bowl Sunday, St. Patrick's Day (March 17), Cinco De Mayo (May 5), Halloween (October 31), Father's Day (third Sunday of June) and Mother's Day (second Sunday of May).

No sergeant shall be granted time off for a shift for one of the identified City paid or commercial holidays if the time off will require the vacancy to be staffed by involuntary or mandated overtime. Notwithstanding any other provision in this Article, the Watch Commander has the discretion to grant the time off if they determine that the shift does not need to be covered or if a Sergeant elects to cover the shift voluntarily.

2.09 Notwithstanding any other provision in this Article, the watch commander has the discretion to grant additional officers off on one of the holiday's listed in section 2.08 with the following restrictions and exceptions:

-Granting the time off will not result in a mandate;

-The request for the day off is submitted 30 days in advance;

-Any additional officer granted time off under section 2.08 will be based on the date of time off submission;

- Time off shall be allowed if an Officer procures a replacement through a shift swap.

2.10 The Chief of Police, or his/her designee will make a reasonable attempt to identify additional staffing for the holidays listed under section 2.08 at least 60 days in advance.

2.11 The City Manager may authorize an employee to accumulate vacation in excess of allowed maximum accrual if the employee has planned an approved extended vacation during the next fiscal year and requests such authorization in writing. The City Manager's response shall also be in writing.

SECTION 3 - BEREAVEMENT LEAVE

3.01 Each employee shall receive 24 hours of paid bereavement leave per qualifying incident, with up to 5 days of protected leave per incident (employees may use existing leave accruals or take unpaid time off for the bereavement leave in excess of 24 hours). A qualifying incident is defined as the death of an employee's mother, father, child, spouse,

domestic partner, parent-in-law, legal dependent, grandparent, grandchild, sister or brother or with approval by Human Resources, a substitute family member for a person defined above.

SECTION 4 - MILITARY LEAVE

4.01 The City shall comply with federal and state law on military leave.

ARTICLE VIII. ASSOCIATION BUSINESS

SECTION 1 - LEAVE

1.01 The Association shall be eligible for an initial allocation of 480 hours per fiscal year of leave with pay for the purpose of attending seminars, or conferences relative to employer-employee relations, grievance and disciplinary representation meetings, Board of Directors meetings, and/or other matters related to employer-employee relations. The Association shall provide no less than five working days advance written notice to the Police Chief specifying the dates and hours of leave requested and the personnel involved. Such leave shall be granted upon request, subject to the requirement that the City provide the personnel and level of service necessary to carry out the mission of the agency as determined by the Police Chief. This leave provision shall be exclusive of such reasonable time that may be granted to Association representatives on matters related to wages, hours and other terms and conditions of employment.

1.02 Representatives of the Association shall be entitled to be paid at their regular rate of pay for their off-duty time spent meeting and conferring with City representatives on matters related to wages, hours and other terms and conditions of employment. Compensatory time-off shall not be accrued in lieu of pay for any time spent meeting and conferring.

1.03 The Police Chief shall assure that on-duty employees who are members of the Board of Directors of the Association are released for meetings of the Board. In order to assure that the Board of Directors of the Association has a quorum with which to conduct business, the Police Chief shall release up to four on-duty members of the Board to attend properly noticed Board meetings. Where the Police Chief releases members of the Board of Directors from duty to attend Board meetings, or determines that additional employees must be called in on an overtime basis to replace Association member(s) who are released to attend meetings of the Board and these employees elect not to be available to be called for service, the aggregate total time required to replace such employees shall be deducted from Association Business Leave at a straight-time hourly rate. However, where on-duty employees remain available to be called for service, no time shall be deducted for such employees from Association Business Leave. Further, this leave provision shall be exclusive of such reasonable time that may be required for Association representatives to meet and confer with the Police Chief regarding work rules.

1.04 The Association shall have the authority to direct the City to deduct leave time from the accrued compensatory time-off and/or accrued vacation of individual members of the Association up to a maximum of four hours per fiscal year per member in increments of no more than one hour or no less than15 minutes, provided that the member authorizes the deduction. Such leave time as may be authorized to be donated by individual members of the Association shall be credited to Association Business Leave. Individual members of the Association who agree to the donation shall submit a properly executed authorization to the Police Chief using the form provided by the City. Requests by the Association to deduct leave time from individual members shall be limited to a maximum of four requests per fiscal year, and shall be submitted to the Police Chief. The Association will be afforded the opportunity to carry over a maximum of 20 business hours unused during the fiscal year to the next fiscal year for a 30 day grace period only. Any balance of Association Business Leave that remains unused at the end of the fiscal year that is not carried over to the next fiscal year and any amount up the maximum of 20 business hours carried over not used during the thirty day grace period shall be lost and no monetary remuneration, or other consideration shall be provided to the Association, or to any members of the Association who may have authorized the deduction of accrued leave from their individual leave balances.

ARTICLE IX. PROCEDURES FOR GRIEVANCE AND APPEAL OF ADVERSE EMPLOYMENT ACTIONS

SECTION 1 – PROCEDURES

1.01 A. A grievance shall be defined as a dispute by an employee or the Police Association concerning the application or violation of the terms of this Memorandum of Understanding. An alleged violation of the Police General Orders Manual shall only be subject to this grievance procedure if the provision allegedly violated appears in one of the chapters of the General Orders Manual listed on Exhibit B hereto.

B. The administrative appeal of an employee from any dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purpose of punishment, or denial of promotion on grounds other than merit, shall be filed directly with the Assistant City Manager within 20 calendar days of receipt by the employee of the notice of disciplinary action, pursuant to section 1.05 of the Article IX.

1.02 Step One - Informal Complaints.

A. Within 10 calendar days from the occurrence or knowledge of the matter on which the complaint is based, the employee shall present in writing his/her complaint to the Division Commander. Failure to do so shall waive any further grievance rights.

B. The Division Commander, in consultation with the line supervisor, will review the complaint. Within 10 calendar days from the day of receipt the informal complaint, the Division Commander shall reply in writing to the employee's complaint. If there is no such response, the employee may then proceed to Step Two.

1.03 Step Two - Formal Complaint to Bureau Commander.

A. Within 10 calendar days of receipt of the answer from the Division Commander to an informal complaint, an employee shall file a formal grievance. An employee waives the right to grieve if the employee does not initiate the procedure by the deadline. Such written grievance shall:

1) Reasonably and adequately describe the grievance and how the employee was adversely affected;

2) Set forth the section(s) of the MOU and/or the Chapter of the Police General Orders Manual listed on Exhibit B hereto that was violated;

3) Indicate the date(s) of the incident(s) grieved;

4) Specify the remedy or resolution to the grievance sought by the employee.

B. Within 10 calendar days, the Bureau Commander shall give his/her decision in writing to the employee. If there is no such response, the employee may proceed to Step Three.

1.04 Step Three - Formal Complaint to Police Chief

A. Within 10 days from the employee's receipt of the decision at Step Two, said employee may appeal to the Police Chief. The employee waives the right to proceed if he/she does not act by the deadline. The original copy of the grievance form with the reasons in writing for his/her dissatisfaction with the answer given by the Bureau Commander shall be submitted.

B. Within 10 days from receipt of the grievance, the Police Chief shall meet with the employee and answer the grievance in writing. The employee may be accompanied by their designated representative at such a meeting.

1.05 Step Four - Arbitration.

A. Within 10 calendar days from the employee's receipt of the decision in Step Three, the employee may proceed with final and binding arbitration. The employee waives the right to proceed if he or she does not act by the deadline. The original copy of the grievance form, with the reasons in writing for dissatisfaction with the answer given by the Chief, shall be submitted with the request for arbitration to the Assistant City Manager.

B. Within 15 calendar days of receipt of the request for arbitration, the City's representative and the employee or his or her representative shall jointly request a nine (9) person list of available arbitrators from the California State Mediation and Conciliation Service. The parties shall determine by coin flip which party shall proceed first and through alternate striking of names, shall mutually select the remaining unstruck name as the arbitrator. In lieu of this procedure the parties may mutually agree on selection of an arbitrator.

C. The costs of the arbitrator and court reporter, if any, shall be shared equally between the City and the Association. However, if the appellant/grievant is not supported by the Association, the costs of the arbitrator and court reporter shall be paid by the City. If the binding arbitration process is an administrative appeal as described in Section 1.01(B), under no circumstances shall the employee asserting an appeal be obligated to pay any part of the cost of the arbitrator or court reporter.

D. Except as provided in Section 1.05(F)(2) below, the arbitrator may interpret the MOU, but shall have no power to alter, amend, change, add to, or subtract from any of the terms of the MOU, but shall determine only whether or not there has been a violation of the MOU and/or chapters of the Police General Orders Manual listed on Exhibit B and, if so, what the remedy is. The decision and/or award of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties. The City and Police Association also agree that employee suspension and discharge matters are governed by this final and binding arbitration procedure. Any arbitration with respect to the exercise of a right to suspend or discharge shall be limited to the question of whether or not there was just cause for suspension or discharge and if so, what the appropriate remedy is. The arbitrator shall have no power to award emotional distress or punitive damages.

E. If the City claims before the arbitrator that a particular alleged grievance fails to meet the tests of arbitration as set forth in this MOU, the arbitrator shall proceed to decide such issue before hearing of the case upon its merits. The arbitrator shall have the authority to determine whether or not to hear the case on its merits at the same hearing in which the jurisdictional questions are presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitration;

he/she shall refer the case to the City Manager without a decision or recommendation on the merits.

F. (1) Except as specifically provided in section 1.05(F)(2), all arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9, Chapter 3, of the Code of Civil Procedure of the State of California, and the provisions of section CCP section 1283.05 shall not be included or applicable to any arbitration proceeding.

(2) If the binding arbitration process is an administrative appeal as described in section 1.01(B), then the arbitration proceeding shall be governed by the following rules. Any proceeding shall (a) be a re-examination of any applicable decision made by City; (b) be conducted by an arbitrator not involved in any initial determination; (c) require a written award of the arbitrator setting forth findings that bridge the analytical gap between the raw evidence and the ultimate decision; and (d) be treated as a de novo proceeding at which no facts are accepted as established, and the proponent of any fact bears the burden of proving it. To the extent not inconsistent with the specific language set forth in this subsection, the arbitration proceedings shall be governed by the provisions of Title 9, Chapter 3, of the Code of Civil Procedure of the State of California, and the provisions of section 1283.05 are specifically included and applicable to such arbitration proceeding. Irrespective of any provisions set forth in section 1.05(D) or otherwise in this MOU, the arbitrator shall have the ability to adopt such additional or further procedural rules and enter such orders that ensure (1) any discovery process prior to the arbitration proceeding meets minimum standards of fairness so that the employee is given a fair opportunity to vindicate public rights, and (2) the arbitration process itself otherwise complies with applicable law.

G. All time limits specified in the procedure may be waived by mutual written agreement.

ARTICLE X. MANAGEMENT RIGHTS

SECTION 1 - EXCLUSIVE RIGHTS AND AUTHORITY

1.01 The City retains all rights not specifically delegated by this agreement, including, but not limited to the exclusive right to:

A. Direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule and retain employees;

B. Relieve employees from duties because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive;

C. Determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters;

D. Determine the appropriate job classes and personnel by which government operations are to be conducted;

E. Determine the overall mission of the unit of government;

F. Maintain and improve the efficiency and effectiveness of government operations;

G. Take any necessary actions to carry out the mission of an agency in situations of emergency;

H. Take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified above or by collective agreement, to the extent the City acts in a legal manner in compliance with State law; and

I. The exclusive right to provide any municipal service through a contractual arrangement with any private person, business, organization or corporation, or any other government entity.

ARTICLE Xl. WORK SCHEDULES AND SENIORITY SHIFT BIDDING

SECTION 1 - POLICY

1.01 The Police Chief will continue his/her open door policy on the subject of seniority to be discussed at those times the vacation or shift selection question becomes a concern to the Association.

1.02 The City and Association agree to provide for three, four-month watch schedules consisting of four, four-week schedules. Schedules start on Saturdays and conclude on Fridays to coincide with City pay periods. The parties agree that watch schedules may be shortened or extended to coincide with a pay period, with school breaks, or due to personnel movement as a result of a promotion or selection for a specialty assignment. The three, four-watch schedules will begin and end as follows: January to April; May to August; September to December of each year. The city will provide patrol “time off bid” schedules to coincide with the three patrol watch schedules. The bid sheet for each subsequent watch schedule will be posted at least two weeks in advance of the start of that watch schedule.

1.03 The City and Association agree that the City utilizes a 28-day work period in accordance with Section 207(k) of the Fair Labor Standards Act.

SECTION 2 - SHIFT SELECTION PROCEDURE FOR OFFICERS

2.01 Effective July 1, 1979, and as amended effective July 1, 1998, the existing departmental shift selection policy, page two, paragraph four, line two of the Police Department Rules and Regulations, City of Redondo Beach Inter-Office Memorandum authored by Frank V. Meehan, Police Chief regarding Patrol Deployment dated June 30, 1979 shall now read as follows:

> "Once the bids have been completed, there will be only emergency changes in assignment during a watch schedule; however, the Department reserves the right to reschedule any Officer or supervisor when it can be clearly demonstrated that such rescheduling would be in the best interest of both the Department and the affected employee. Such rescheduling shall not be utilized as a punitive measure. Whenever transfers of personnel occur, it may be necessary to change the watch or days off of an officer with less than three (3) years as a sworn Police Officer with the Redondo Beach Police Department to compensate for a vacancy. A similar condition might occur when more than one Officer is scheduled for vacation or training at the same time within a watch. Voluntary mutual trades may be approved for a work period. Re-bidding for days off within a particular watch could occur if transfer of personnel make this action desirable."

2.02 Effective July 1, 1998, seniority shall be based on date of hire as a sworn Police Officer or Police Recruit with the Redondo Beach Police Department for the purposes of bidding for shift selection, work days, vacation schedules, and any other seniority-based benefits. Effective for employees hired after July 1, 2022, such seniority shall be based on date of hire as a sworn Police Officer with the Redondo Beach Police Department.

SECTION 3 - SENIORITY BID SYSTEMS FOR SPECIAL UNITS FOR OFFICERS

3.01 The Association agrees to the establishment of a separate bid system based on seniority, determined by date of hire as a sworn Police Officer or Police Recruit with the Redondo Beach Police Department, for Officers within each special unit for K-9, Driving Under the Influence Team (DUIT), Motor Officer, and Detectives for purposes of bidding for shift selection, work days, vacation schedules and any other seniority-based benefits. Effective for employees hired after July 1, 2022, such seniority shall be based on their date of hire as a sworn Police Officer with the Redondo Beach Police Department.

3.02 The Association agrees that at the end of the term mutually agreed upon between police management and the employee in a special assignment any reassignment out of such special assignment shall not constitute a disciplinary action.

3.03 The Association agrees to a voluntary seniority shift bid schedule established by police management for Crime Scene Investigator (CSI), Field Training Officer (FTO), Community Based Officer (CBO) premium assignments and employees eligible for

bilingual pay. The premium paid for CSI and bilingual shall be for designated patrol watches or other departmental units as assigned by police management. There shall be no separate patrol bid schedule to fill these designated assignments or to receive the premium. However, no premium shall be paid unless an employee voluntarily bids into an available assignment on a shift designated by the Police Chief.

SECTION 4 - SHIFT SELECTION PROCEDURE FOR SERGEANTS

4.01 Patrol Sergeants shall bid for their shift and days off in accordance with their seniority in rank.

4.02 A senior Sergeant shall not have the right to take the days off bid by a junior Sergeant unless the senior Sergeant is reassigned (non-voluntarily) to Patrol Bureau from an outside Patrol Bureau assignment.

4.03 Should a senior Sergeant be reassigned (non-voluntarily) to Patrol Bureau, he/she shall have the right to his/her seniority position at the start of the next work period.

4.04 The Operations Bureau Commander retains the right to assign any Sergeant to any watch in the event of a situation requiring changes in order to meet deployment needs or in the event of an unforeseen emergency. This right includes changing the normal three watch schedule to the two-watch, 12 hour day, Emergency Plan.

SECTION 5 - 3/12 WORK SCHEDULE

5.01 The 3/12-work schedule shall be utilized in the patrol division. At the sole discretion of the Police Chief the 3/12 work schedule shall be implemented in any other unit.

5.02 Employees assigned to the 3/12 Work Schedule shall work three (3) consecutive work days of 12.5 hours each. In addition, employees on the 3/12 Work Schedule shall be required to work one (1) ten (10)-hour "payback" day during each twenty eight (28)-day deployment schedule. Except during a workweek in which a "payback" day is scheduled, employees on the 3/12 shall be scheduled for four (4) consecutive days off each week.

Selection of work shift or day will continue to be made according to existing seniority bid rights using the existing four-month deployment bid schedules.

5.03 Payback days will be scheduled and utilized as follows:

(a) Police management must post a completed work schedule for the next 28-day shift deployment schedule at least 10 days prior to the start of that schedule. This allows employees reasonable notice of their scheduled payback day, which may be at the start of the schedule. Failure to post the schedule within the 10- day requirement may cause a scheduling conflict/hardship on the employee. In that event, the employee may declare a conflict, in writing to the appropriate division Lieutenant, and request a different payback

day. Absent an emergency, the Commander shall approve the request. Any disagreement regarding the existence of an "emergency" shall be addressed pursuant to applicable administrative remedies and shall not delay implementation of the payback day of work.

(b) Payback days shall be scheduled on the first or last day preceding or following the employee's normal workweek. Payback days will remain flexible within each 28-day shift deployment schedule and thus, an employee may not have the same calendar day each schedule as his/her payback day. Employees may request a specific payback day as outlined in Section 5.03(c). The only exceptions to the scheduling of payback days as outlined in this section are listed in Section 5.03(a), (c) and (e).

(c) Requests for Specific Payback day. Police management will accept requests from employees, on a form or format specified by police management, to be assigned a specific date for the payback day. Police management will attempt to accommodate the request, subject to the department deployment needs. The request must be made no later than 14 days prior to the start of the affected 28-day shift deployment schedule. This section is subject to the provisions of Section 5.03 (e), Quarterly Training Days.

(d) Equitable Assignments. Payback days scheduled for a Saturday, Sunday or holidays listed in Article VII, Section 1.01, shall be made in a fair and equitable basis. The practical effect of this section is to ensure against payback days being utilized as a form of unofficial discipline by assigning certain employees a disproportionate share of payback days during these periods in lieu of assigning other available employees for these periods. Employees have the right to utilize the grievance procedure when assignments do not appear to meet this standard. However, the filing of a grievance shall not operate to enjoin the payback day assignment being worked.

(e) Quarterly Training Days. In order to meet the training needs of the department, police management will have the right to schedule a payback day, each fiscal quarter, as a quarterly training day. After providing adequate notice approximately 45 days prior to the event, police management will schedule the training day to be used for training only. Quarterly training days may be scheduled without regard to an employee's regular days off as defined in Section 5.03(b).

(f) Subject to the emergency needs of the department, no assignment of payback days may be made during any period in which an employee has scheduled a vacation period whether bid for by seniority or approved in advance by police management.

5.04 Rest Periods. The eight hour rest period between hours worked for regular or overtime purposes and the start of the next work shift or day shall be maintained. Any overlap of the eight hour rest period into an employee's next work shift shall be charged to the appropriate paid leave and selected by the employee.

SECTION 6 - 10-HOUR WORK SCHEDULE

Employees not assigned to a 3/12 Work Schedule will work a 4/10 work schedule consisting of four consecutive work days of 10 consecutive hours each workday. Employees may exercise the option to work a different schedule, with the approval of police management, for a period of time agreed to by both the employee and police management.

SECTION 7 - TRAINING

7.01 Department authorized training courses scheduled for eight or more hours of actual training and/or travel time per day shall result in crediting the affected employee with 10 hours of work time per day. However, the designee of the Police Chief may credit an employee with greater than 10 hours in situations where to do otherwise would be a gross inequity. The determination of the designee of the Police Chief in this regard shall be subject to the employee's request for a review of the decision by the Police Chief. The determination of the Police Chief shall be final and binding.

7.02 In addition to the provisions of 7.01 above, when an employee must travel more than 50 miles in one direction, the employee may be eligible to be paid for travel time. See the definition of travel time in Article I, Section 1 Sub-Section 1.01. The mileage and drive time will be computed from the employee's residence or from the police station, whichever is closer to the training site. If the Department offers to provide lodging at a multiple day training site and the employee chooses to drive daily to the site of a multiple day training, the employee forfeits any consideration of overtime for travel time. If the employee chooses to drive to a training site when the department offers flight travel, the employee may receive overtime for the equivalent amount of flight travel time, but forfeits any consideration of overtime in excess of the flight travel time determined by the department.

7.03 For courses that exceed three days, with a minimum of two weeks advance notice, employees shall modify their work shifts or days off to best coincide with the training schedule using a 4/10 schedule.

7.04 For courses that exceed four days, with a minimum of two weeks advance notice, employees assigned to the 3/12 work schedule shall modify their work shifts or days off to best coincide with the training schedule using a 4/10 schedule with the utilization of a 10 hour payback day, if available.

ARTICLE XII. OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1 - EQUIPMENT

1.01 The City shall provide the following equipment as required:

A. Weapon.

B. Uniform leather equipment to include: 1) double-lined belt; 2) double magazine pouch; 3) closed handcuff case; 4) baton loop; 5) key ring loop; 6) holster; 7) four belt keepers.

C. Handcuffs.

D. Stream light 20 Flashlight or substantial equivalent.

E. Rain Gear.

F. Baton (or other department authorized impact weapon)

G. Flat Badge.

H. Any safety equipment approved by police management.

I. Retirement badge, furnished within 60 days following retirement.

1.02 The City shall provide the following equipment as required for Motor Officers:

A. Motor Breeches

B. Motor Boots

C. Leather Jacket

D. Motor Helmet

E. Gloves

F. Eye Protection

1.03 All employees assigned cellular/mobile telephones shall be allowed to use up to a maximum 60 minutes per billing cycle for personal use.

1.04 The City shall retain ownership of all equipment and exercise full discretion in selection of type and model of equipment to be provided. Employees presently owning said equipment may relinquish ownership to the City for the fair market value if that equipment meets the specifications established by the Police Chief, or the designee of the Police Chief.

SECTION 2 - PROBATIONARY PERIOD

2.01 The probationary period for lateral entry employees with prior police experience shall be 12 months with a discretionary six month extension if the Police Chief so desires.

2.02 In accordance with the City Civil Service Rules, the probationary period for entry level police officers shall commence upon receiving sworn police personnel status and shall be for a period of 18 months.

SECTION 3 - LIGHT DUTY STATUS

3.01 Upon the recommendation of their treating physician(s), any injured employee, may be required to return to light duty status by the Police Chief. The Chief shall have the right to modify the work hours of any employee on light duty status provided that said employee agrees to the modification in their work hours and/or work shift.

SECTION 4 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT

4.01 Each employee shall be eligible, upon request, to receive up to a maximum of $2000 per person per year, up to a maximum of $20,000 total for all employees covered by this MOU, for the reimbursement of professional development expenses. Reimbursement is available for professional development that is job related including training, exams or fees required to obtain job-related licenses and certificates, membership dues for job related professional organizations. Health club memberships and physical training or self-defense courses are not reimbursable expenses pursuant to this section 4.01 unless enrolling in said health club and/or courses is determined by the Police Chief to provide unit members with information/skills related to training assignments authorized by the Police Chief to be performed by the subject employee.

Requests for reimbursement must be approved in advance by the Police Chief and the Assistant City Manager for payment. Employees shall not be paid salary or overtime for attending such courses; courses shall be taken during non-working hours and on employee's own time.

SECTION 5 - DAYLIGHT SAVINGS

5.01 The City and the Association recognize that twice each year there is a time change to coincide with the start and end of Daylight Savings Time. On the date that the time change occurs the start time for employees not exempt from the payment of overtime will be adjusted accordingly so that the employee works the regular number of hours in a regular shift. In other words, the employee is paid at straight time for actual hours worked during the date that the time change occurs.

SECTION 6 - WORK-OUT TIME

6.01 The City and Association agree to a program providing for an on-duty work-out period for Officers and Sergeants under the following conditions:

A. The work-out shall be of 30 minutes duration from the time the employee enters the Police Facilities building; the Fitness Center of Aviation Gym or Beach Cities Health District Center for Health and Healing;

B. The work out shall be conducted during "Code-7" lunch period;

C. There is no interruption of service to the citizens;

D. Release time to work-out is at discretion of City;

E. Individuals may be barred from this program at City discretion if there is evidence of abuse.

SECTION 7 - OPEN DOOR

7.01 All bargaining unit members are encouraged to attempt to resolve problems which may occur during their time at work with their direct supervisor or the Police Chief. The City recognizes that, in some circumstances, an employee may feel that he or she is being treated unfairly by a superior, and may not have redress under the grievance and arbitration procedure. In such circumstances, so long as the employee exhausts discussions with his or her supervisor and the Police Chief, the employee may submit a written request for action to the Assistant City Manager. The Assistant City Manager or his or her designee shall conduct a full investigation of the employee complaint. Should there be any merit to the complaint, the Assistant City Manager will take appropriate corrective action.

SECTION 8 - EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

8.01 The Rules and Regulations for Administration of Employer-Employee Relations set forth in Resolution No. 6046, are incorporated herein and made a part hereof by this reference.

SECTION 9 - CITY ADMINISTRATIVE POLICIES AND PROCEDURES

9.01 The Association agrees to the no smoking regulation dated July 1, 1986, that was discussed during meeting and conferring.

9.02 The Association agrees on behalf of those employees and classes it represents to continue to abide by the provisions of Administrative Procedure 10.31 re: Drug-Free Workplace Act of 1988, as attached hereto and made a part hereof.

9.03 The City agrees to modify the first sentence of Section III-C of Administrative Procedure 10.31 as follows:

> "An employee convicted of being in violation of any federal or State criminal statute involving the unlawful manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace shall be subject to disciplinary action up to and including discharge."

SECTION 10 - CIVIL SERVICE RULES AND REGULATIONS AND SUPPLEMENTS THERETO

10.01 The Rules and Regulations for Administration of the Civil Service System of the City of Redondo Beach in effect as of February 19, 2002, in Resolution No. 2002-0202-013, A Resolution of the Mayor and Council of the City of Redondo Beach, California, Amending the Memorandum of Understanding (MOU) between the City of Redondo Beach and the Redondo Beach Police Officers' Association, are incorporated herein by reference. Provided, however, that the following provisions shall supersede and make null and void any conflicting provisions in Rule X and Rule Xl.

10.02 The City and the Association agree to the following wording in Rule X, Section 1, Employment Lists, commencing with line 3:

> "The five (5) eligibles with the highest scores on a promotional examination shall be arranged in alphabetical order on the promotional employment list, by last name; other eligibles on the promotional employment list shall be arranged from highest to lowest scores."

10.03 The City and the Association agree to the following wording in Rule XI, Section 3, Certification of Eligibles, commencing with line 12:

> "If an appointment is to be made from a promotional employment list, the five (5) available eligibles with the highest scores shall be certified in alphabetical order, by last name. If the promotional employment list contains the names of more than five (5) available eligibles, and more than one appointment is to be made at one time, the total number of eligibles certified shall be four (4) plus one (1) additional name for each vacancy to be filled by appointment from the list.
>
> Whenever there are fewer than five (5) eligibles on a list, the Appointing Authority may make an appointment from among these eligibles, or may request a new employment list. Under this circumstance, and when so requested, the Personnel Officer shall conduct a new examination and establish a new employment list."

SECTION 11 - POLICE DEPARTMENT RULES AND REGULATIONS

11.01 Officers and Sergeants represented by the Association are entitled to all rights and protections in the Public Safety Officers Procedural Bill of Rights Act, Government Code sections 3300 et seq. and applicable precedential case law interpreting this statute. In addition, all such employees are entitled to all rights and privileges afforded them in the Meyers-Milias-Brown Act, Government Code Section 3500 et seq. to form, join and participate in activities of their recognized employee organization. The removal of the content of Exhibit A-1 of the 2011-2014 MOU between the parties is not to be construed as a waiver of any rights of the employees or the Association as may exist under applicable law.

11.02 The Association agrees that the rating system used to evaluate levels of proficiency for various performance factors in the Peace Officer Performance Evaluation form may be utilized to assist in the selection process for reassignment and promotion. The Peace Officer Performance Evaluation form shall not be used to establish the numerical ranking or the numerical score of eligibles on promotional employment lists. The Association acknowledges that the City has the exclusive right to revise the performance evaluation manual, form(s), and guidelines as the City in its discretion may deem appropriate; provided that such revisions are consistent with the terms and conditions specified in this.

SECTION 12 - SAVINGS CLAUSE

12.01 The provisions of this MOU are declared to be severable and if any article, section, subsection, sentence, clause, or phrase of this MOU shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, or if any court of competent jurisdiction has ruled that any language the same as, or substantially similar to, any article, section, subsection, sentence, clause, or phrase of this MOU is invalid or unconstitutional, such offending provision or term shall be severed from this MOU, the MOU shall be interpreted and applied as if such offending provision or term was not a part hereof, and such decision shall not affect the validity of the remaining articles, sections, both the City and the Association that this MOU shall stand notwithstanding the invalidity of any such term. The term or terms found to be invalid or unconstitutional shall be subject to meet and confer. Any compensable benefit that is declared illegal, unenforceable or void shall be replaced by another benefit of equal or similar value.

SECTION 13 - WAIVER CLAUSE

13.01 Except as specifically provided for in this MOU, or by mutual agreement in writing during the term of this MOU, the parties hereto mutually agree not to seek to negotiate or bargain with respect to any matters pertaining to wages, hours, and other terms and conditions of employment, whether or not covered by this MOU or in the negotiations

leading thereto, and irrespective of whether or not matters were discussed, or were even within the contemplation of the parties hereto during negotiations leading to this MOU, and any rights in that respect are hereby expressly waived during the term of this MOU. However, the Association and the City agree to reopen negotiations at the written request of either party with respect to the impact and effect that result from modifications to work rules contained in the Redondo Beach Police Department General Orders.

13.02 At the request of the Association, the City agrees to re-open contract negotiations at any time for the limited purpose of negotiating other additional PERS retirement benefits or options; however, there shall be no modification to this MOU without the written agreement of both parties.

SECTION 14 - SCOPE OF AGREEMENT

14.01 The City and the Association agree that all prior provisions with regard to management rights, wages, hours, and other terms and conditions of employment shall continue in full force and effect to the extent that said provisions are not inconsistent with this MOU.

SECTION 15 - IMPLEMENTATION AND DURATION

15.01 This MOU shall be binding on the City and the Association when approved and adopted by the Mayor and City Council.

15.02 This MOU shall be in full force and effect from January 1, 2026 and shall remain in full force and effect up to and including December 31, 2026.

15.03 The matters within the scope of representation that are set forth in this MOU have been discussed in good faith and agreed upon as constituting an equitable adjustment to existing, wages, hours, and other terms and conditions of employment between the City and the Association. The matters within the scope of representation set forth herein have been agreed to by both the City and the Association as evidenced by the signatures of the duly authorized representatives of each party.

SECTION 16 - PAYROLL DIRECT DEPOSIT

16.01 All employees shall participate in the City's direct deposit program.

SECTION 17 - CONTRACT REOPENER

17.01 Return to Work Policy – During the term of this MOU the City and Association agree to meet and confer to establish a return to work policy for employees who experience industrial or non-industrial illness or injury. There shall be no changes to the return to work policy or to existing policies, procedures or practices regarding return to work issues without mutual written agreement of the parties.

17.02 The parties agree to reopen this MOU to meet and confer on a new drug and alcohol policy and anti-harassment policy, but changes shall be subject to mutual written agreement of the parties.

SECTION 18 - JOINT PAYROLL SYSTEMS COMMITTEE

18.01 The Association and the City will establish a joint payroll systems committee, comprised of representatives for the Association and the City. The committee will establish procedures to streamline payroll, increase reliability, and increase employee confidence. Changes associated with establishment and operation of this committee shall not reduce the compensation of any employee.

SECTION 19 – RESIDENCY REQUIREMENT

19.01 Effective January 1, 2023, Employees must reside within a Southern California County (Los Angeles, Orange, Riverside, San Bernardino, San Diego, Imperial, Ventura, Santa Barbara, San Luis Obispo, and Kern Counties) with the ability to report back to the City by car/vehicle within four (4) hours. Officers who currently reside outside of this Residency Requirement will be "grandparented" in, meaning they will be allowed to maintain their current residence. Officers employed by the City as of December 31, 2022 who reside outside of a Southern California County by June 30, 2023, will also be "grandparented" in.

FOR THE ASSOCIATION:

FOR THE CITY:

_____
John Banach, RBPOA President

_____
James A. Light, Mayor

_____
Brian Day, RBPOA Vice-President

_____
Terrence Stevens, RBPOA Negotiator

APPROVED AS TO FORM BY:

_____
Joy A. Ford, City Attorney

Dated this ___ day of _____, 2026.

EXHIBIT A

PAY PLAN FOR CLASSES IN THE POLICE & SERGEANTS UNIT

Effective December 27, 2025, the monthly base salaries for the classes listed below shall be set forth as follows:

TITLE	STEPS				
	A	B	C	D	E
Police Officer	$8,416	$8,834	$9,274	$9,737	$10,219
Police Sergeant	$10,728	$11,306	$11,884	$12,466	$13,044

EXHIBIT B

REDONDO BEACH POLICE DEPARTMENT POLICY MANUAL

LIST OF GENERAL ORDERS MANUAL CHAPTERS SUBJECT TO GRIEVANCE PROCEDURE

The following chapters of the Redondo Beach Police Department Policy Manual, also known as the General Orders Manual, or GOM, and no others, are subject to the grievance procedure contained in the MOU between the City of Redondo Beach and the Redondo Beach Police Officers Association.

212 - Electronic Mail and Departmental Mailboxes

213 - Electronic Communications Policy

216 - Staffing Levels

328 - Discriminatory Harassment

340 - Disciplinary Policy

342 - Department Technology Use

347 - Public Activities

348 - Court Appearance and Subpoenas

350 - Reserve officers

357 – Unusual Occurrence Response

386 - Off-Duty Law Enforcement Actions

388 - Illness and Injury Protection Program

402 – Racial Bias Based Profiling

426 – Reporting Police Activity Outside of Jurisdiction

448 - Mobile Data Computer Use

450 - Use of Audio/Digital Recorders

700 - Agency Owned & Personal Property

702 - Personal Communication Devices

704 - Vehicle Maintenance

812 - Criminal Offender Record Information (CORI)

813 – PIMS

1002 - Evaluation of Employees

1004 - Promotional, Transfer and Special Assignments Process

1010 - Reporting of Employee Convictions

1012 - Alcohol & Drug Use Policy

1014 - Sick Leave Policy

1020 - Personnel Complaint Procedure

1026 - Peace Officer Personnel Files

1031 - Peer Support Program

1032 - Fitness for Duty

1033 - Military Leave

1034 - Meal Periods and Breaks

1035 - Department Vacation Policy

1038 - Overtime Payment Requests

1040 - Outside Employment

1042 - On Duty Injuries

1044 - Personal Appearance Standards

1046 -·Uniform Regulations

1049 - Department Badges

1054 - Modified Duty Assignments

1058 - Employee Speech, Expression and Social Networking

redondo BEACH

MEMORANDUM

Date: April 4, 1975

To: Officer John Gordon, President Police Association

From: Louis J. Sunyich, Chief of Police

Subject: Philosophy Statement of Seniority

The negotiators for the Police Association have requested a statement on the role of seniority on this Department. They would prefer a procedural approach rather than a philosophical one but the former would be a rather tedious task and require considerable effort to include all aspects of the subject. I could never produce such a paper by today when this document was requested to be submitted. Unfortunately, because of its scope, my reply cannot be short and simple however, I will do my best to make it clear.

In the way of background, many police administrators years ago determined that straight or strict seniority only had application to vacations and not to other aspects of police operations such as watch assignments, days off, filling vacancies of higher positions due to absences, etc. Some of the smaller departments like us, failed to adopt such an approach because of one reason or another, but generally because of tradition and a desire not to change. I say this because when I made comment about altering our practice, I felt such emotional resistance I abandoned the attempt. This occurred several times during the past seven years.

The reasoning behind the seniority for vacation only policy is very logical. It is based on management's responsibility to provide the community with trained and experienced personnel on a continued basis and especially at times when experience and records indicate they are needed most. In addition, management is morally responsible to fill certain key positions with the most qualified personnel not the one with highest seniority. In other words, the person who can do the job best.

Following the straight seniority concept we find it is possible for a city to have a greater number of its most inexperienced officers working on a day or at a time when experience indicates the need for the most seasoned and knowledgeable officers to be on duty. A police administrator would be hard put to explain this practice in the event of some investigation being conducted as a result of alleged poor practice by the police at an incident of some consequence.

Some persons will argue that after three or four years on the job an officer is qualified to handle all situations. Therefore, it is not important to have more seasoned officers working on more active shifts or days. Although there is some truth to this approach, it mollifies the very essence of seniority which is based upon the fact that which each experience a policeman gains knowledge and acquires added skills which makes him more valuable and hence deserving of some recognition in the way of seniority. The thinking of those with the above approach I'm sure is that if any officer hasn't learned all about the job in three years or so, he never will. Others might say five years, still others seven, maybe even ten. Who can really arbitrarily fix this time? Is it not possible that some officers don't reach this level at three years or in some cases even five? If there was some validity to the argument shouldn't it be established for the time it is absolutely certain all officers are qualified? Who can establish this with confidence that it would stand under scrutiny.

Any employer must recognize the needs of all employees not just older ones in respect to morale. Twenty five years or so ago officers lacking adequate seniority were never permitted to ask for a watch, request a certain day off or given a choice of vacation period. Because departments did not grow rapidly in those days, he remained in that position for years actually. This practice was accepted but not liked. It was unfair and had an effect on the family of the concerned officer, hence in the forties many departments dropped the practice and instituted a more favorable policy that permitted the newer employee to at least occasionally have a weekend off or enjoy a major holiday such as Thanksgiving with his family. One way they accomplished this was not to utilize the 5-2 (or now the 4-3) assignment approach. The officer was required to place his request for days off on a form and when he did so, to designate the one group he most wanted to have; the second group that he would like to have and that was all he probably would get. If the officer wanted a given day off, such as Wednesday, to attend school, this was granted but he lost all privileges for the remaining requested days off unless he had an occasional major event such as a marriage anniversary, etc. This procedure permitted everyone to at least one set of days off he desired and not close the door to the newer personnel.

There is no possible way for a dedicated administrator, who is loyal to the principle of providing the best service possible to his community, to accept the filling of certain key positions strictly on the basis of seniority. This applies to the position of watch commander, acting division commander, vice, detectives, planning and research and others. You must attempt to select the person it is felt is most qualified to do the job. To do otherwise is to base the decision on an emotional rather than an objective base. No one could defend it if challenged. On this department if we used the straight seniority policy only one Captain could acting Chief. If we utilized the concept of higher competency, it could be possible that another might be the only one. In either instance only one Captain is satisfied the other two are not as they desire the experience also. Hence, in respect to the staff of this department we have not been applying the seniority principle.

We see then that possibly some consideration of seniority may be given the uniform patrol officers and at the same time not to specialists or staff officers. Weekend assignments in some detective units working a seven day week is given to the newest officer assigned to the unit although he might be the senior officer in respect to time on the job. To do otherwise is easily challenged on several grounds.

In an attempt to compromise and at the same time achieving a reasonable degree of objectivity one department permitted any field officer having seventeen years or more on the job to select his watch assignment but even then not all of his days off. This could be dropped to fifteen years today because of shorter careers.

Another technique, which I think might best work on this department, would be to devise a program for patrol officers that would insure that seniority would apply to watch assignment and days off not more than seventy five percent of the year. In other words for three months a senior employee shall be removed from seniority privileges. During that time he shall have no say in respect to his assignment and little in respect to days off.

To add to all this confusion is the element of rank. In every instance of promotion the concerned employee loses his seniority, this applies to all ranks, possibly including the position of Agent, but certainly that of Sergeant, Lieutenant, etc. Since the Agent position is new, it may be well to point out that like any other rank seniority could be considered to apply only among that position. Hence he might possibly be qualified to receive his seniority consideration before the regular patrol officer. In field operations, he usually possesses certain skills and therefore could be considered to be between the sergeant and patrolman and should be utilized accordingly.

This paper rambles a great deal because it simply records ideas as they appear in my thoughts and has not been edited or reorganized, however, I wanted to indicate there are many factors to be considered before any procedural effort can be made. Some of the aspects deserve the input of others for there are in certain instances more than one approach. In addition, I am sure that in my haste I have omitted

some points that should be included. This will be obvious when further study and discussion of the problem is made.

In conclusion, I would like to state that I question the statement of the negotiators that seniority is a subject of negotiation according to your attorney. I question it only that certain parts, such as vacation assignment, are but others are not. I certainly doubt that any court would rule toward decisions based on feelings, desires and emotions over those based on logic, statistics and experience. No thinking administrator would give up this privilege.

LOUIS J. SUNYICH
CHIEF OF POLICE

redondo BEACH

MEMORANDUM

Date: **June 30, 1979**

To: **All Personnel**

From: **Frank V. Meehan, Chief of Police**

Subject: **Overtime (Amended per Memorandum of Understanding "79/80)**

BACKGROUND: It has long been the policy of this Department to limit the amount of off duty overtime to sixteen (16) hours or two (2) working days per week. (Inter-Office memorandum dated July 15, 1968, entitled, "Work Permits for Outside Employment") It was not intended to include court overtime nor that occasional period when an employee works beyond his normal tour of duty because of necessity to complete a task or as directed.

PURPOSE: Days off have long been provided employees to rest or to be with families and friends. To work on such days, even at different tasks, defeats this purpose and experience reflects that it also adversely affects production or the basic job. It is for that reason that Departments such as the police have been permitted to reasonably control this activity. It is further the intent of this directive to require a fair distribution of overtime initiated or distributed by or through any office or unit within this Department.

TYPES OF OVERTIME:

1) BONUS (Time and a half)
   Includes court, official hearings and employment beyond a regular tour of duty.
2) STRAIGHT
   Voluntary City authorized employment and attendance of given training programs.
3) OTHER
   Any activity not covered in this memorandum. The Chief of Police to determine the rate.

COURT TIME:

1) SOUTH BAY COURTS - Off duty officers appearing at the South Bay Court facility shall receive overtime for their required appearance beginning with the appearance time specified and ending when they are dismissed. If such time is less than two hours (the minimum) the overtime slip shall accurately indicate the exact times involved. This shall include, for example, an arrival time later than indicated on the subpoena or directed by proper order. If required to return after a recess for lunch, said lunch time shall be included, however, no travel time is authorized.
2) OTHER COURTS AND PUBLIC HEARING - At courts and official hearings other than South Bay, the following travel time will be added. This procedure is mandated because of the variety of residency of employees and includes total travel time, not each way. For Inglewood and Compton Court appearances, sixty minutes travel time will be granted. For Santa Monica, Los Angeles and Long Beach, 1 ½ hour travel time is permitted. Courts and

hearings in San Fernando Valley are allowed two hours travel time. All others are to be determined on an individual basis.

TRAVEL AND OTHER EXPENSES:

1) All transportation costs shall be borne by the concerned employee. In unusual cases of extreme distance, numerous participants, unordinary hardship or other compelling reason, the Officer's Division Commander may provide a City vehicle, if one is readily available for transportation purposes. This shall be done on an individual basis and not as a routine practice. In no instances will travel time be granted when mileage is paid or transportation is provided by the City. However, the computation of overtime shall be determined by the portal-to portal method.

THE COMMANDER ADMINISTRATIVE DIVISION SHALL:

1) Cause to be posted a roster that clearly reflects the overtime earned by each employee.
2) Develop a program that places all overtime on a fair rotation basis. This shall include individuals called upon to fill vacancies at the watch level, as well as those employed at South Bay Center, South Bay Hospital and similar employment.
3) Monthly audit such report and submit a report to the Office of the Chief of Police prior to the tenth day of each month.
4) Review all overtime requests of personnel under his command and initial same to indicate approval of same.

THE COMMANDER OPERATIONS DIVISION SHALL:

1) Review each overtime request submitted by personnel under his command and indicate approval of same in placing his initials on the request submitted.
2) Place full responsibility upon the concerned watch commander for substantiating the need to secure replacements for vacancies assuring the same is not done simply as a routine practice but based upon actual need.

THE COMMANDER INVESTIGATIVE SERVICES DIVISION SHALL:

1) Review all requests for overtime submitted by personnel under his command and indicate approval of each by placing his initials on the request submitted.

FRANK V. MEEHAN
CHIEF OF POLICE

redondo BEACH

MEMORANDUM

Date: **June 30, 1979**

To: **All Personnel**

From: **Frank V. Meehan, Chief of Police**

Subject: **Patrol Deployment**

The primary purpose for having a definite plan for deployment of patrol manpower is to provide the public with the very best coverage possible in order to meet workload demands.

As a result of a discussion between City and Police Administration and the Police Association the procedure outlined below was implemented September 13, 1975, and through meetings with the Association Board of Directors, over time, as well as the most recent M.O.U. have been modified to read as follows:

This procedure of selecting watches and days off recognizes the officer's seniority as well as instilling in each officer a feeling of participation in the Department.

Watch schedules consist of twenty six (26) week periods, starting on Saturdays and concluding on Fridays to coordinate with the City pay periods. The bid sheet for each subsequent watch schedule will be posted eight (8) weeks in advance of the effective date. Schedules are the responsibility of the Field Operations Division.

Work periods are twenty eight (28) days each. Work periods provide for convenience of scheduling: Posting days off, holidays, vacations, and timekeeping. Each work period shall be posted at least two (2) weeks in advance of the effective date.

Watch Commanders will bid for their watch by seniority in rank for each watch schedule. Days off will be coordinated with sergeants on the same watch.

Sergeants will bid for their watch by seniority in rank for each watch schedule. Days off will be coordinated with sergeants on the same watch.

Agents will bid for their watch and days off by seniority in rank for each watch schedule. Should agents have the same seniority in rank; seniority will be determined by their placement on the promotional list.

Officer with three (3) years or more on the Department will bid for their watch and days off by seniority in rank for each watch schedule.

Officers who have passed probation, but with less than three (3) years service, will be assigned to watches by the Field Operations Division commander. The Commander may allow any portion of this group to bid with the more senior officers when numbers permit. The purpose here is to prevent having too many new officers working on the same watch.

C-1502-008

Officers still on probation (18 months) will be assigned to watches by the Field Operations Division Commander for work periods. The purpose here is to expose each new officer to all of the watches, and to work with various training officers, thus allowing adequate observations and proper evaluation.

No special consideration will be given to officers attending school. By being able to bid for a particular watch for an extended period of time, it should be possible to arrange classes.

Once the bids have been completed, there will be only emergency changes in assignment during a watch schedule; however, the Department reserves the right to reschedule any officer or supervisor when it can be clearly demonstrated that such rescheduling would be in the best interest of both the Department and the affected employee. Such rescheduling shall not be utilized as a punitive measure: Whenever transfers of personnel occur, it may be necessary to change the watch or days off of an officer with less than three (3) years service to compensate for a vacancy. A similar condition might occur when more than one officer is scheduled for vacation or training at the same time within a watch. Voluntary mutual trades may be approved for a work period. Rebidding for days off within a particular watch could occur if transfers of personnel make this action desirable.

All changes made to a watch schedule or work period must be approved by the Field Operations Division Commander.

The Field Operations Division Commander retains the right to assign any lieutenant, sergeant, agent or officer to any watch in the event of a situation requiring changes in order to meet deployment needs or in the event of an unforeseen emergency. This right includes changing the normal three (3) watch schedule to the two (2) watches twelve (12) hour day, emergency plan.

Frank V. Meehan
Chief of Police

redondo BEACH

MEMORANDUM

Date: **April 21, 1980**

To: **Frank V. Meehan, Chief of Police**

From: **Charles J. Post, III, City Attorney**

Subject: **Gratuities Addressed to Police Association**

By memo dated 2/22/80 you asked for advice concerning your action to return a check you received made out to the association, apparently in gratitude for services rendered.

In my opinion, the rules which prevent individual officers from receiving gratuities would apply with equal force to prevent the receipt of gratuities by the Association. The payment to the association is just a little less personalized. Such payment creates the same risk that the public might perceive them to be required to receive protection, and the same risk that officers might be encouraged to solicit them.

Rule 23, of the Department Manual of Rules, by prohibiting members or employees from accepting directly or indirectly gratuities which might tend to influence the actions of a member or employee in any matter of police business, or tend to cast an adverse reflection on the Department or any employee, is broad enough to prohibit gratuities to the association.

Therefore, I believe your action was correct, and would be defensible were you to do it in the future.

Charles J. Post, III
City Attorney

CITY OF REDONDO BEACH

DRUG-FREE WORKPLACE
EMPLOYEE NOTICE

The Federal Drug-Free Workplace Act of 1988 requires all employers who receive federal grants to establish policy for a drug-free workplace. The details of the policy are defined by the Act. This policy is effective March 18, 1989.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace by any employee of the City of Redondo Beach is prohibited.

Any employee convicted of being in violation of any criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance as defined in Schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. $12) while in the workplace will be subject to progressive discipline procedures up to and including discharge. Disciplinary procedures may include that the employee participate in a drug abuse assistance or rehabilitation program approved by a federal, state, or local health, law enforcement, or other appropriate agency. Such action will be taken within thirty (30) days following receipt of a conviction notice.

The City has established a drug-free awareness program to educate employees which consists of video tapes, audio tapes and reading materials available to all employees to inform all employees of the City's policy of maintaining a drug-free workplace. These materials address the dangers of workplace drug abuse. The City also makes available drug counseling and rehabilitation or employee assistance programs through the medical and psychological health programs provided by the City.

EMPLOYEE STATEMENT

As a condition of employment, I have read the above Employee Notice and I agree to abide by the policy's terms. I agree to notify the City of Redondo Beach of any conviction for a violation of any criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance as defined in Schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. $12) occurring in the workplace. Such notification will occur within five days of conviction. I understand that any conviction for a violation of any federal or state criminal drug statue occurring in the workplace will be grounds for discipline up to and including discharge.

_____
Employee Name

_____
Employee Signature

_____
Date

10.31

DRUG-FREE WORKPLACE

03/18/89 03/18/89

03/18/89 03/18/89

Personnel

03/18/89 Issue

I. PURPOSE AND SCOPE

A. To establish the policy and procedures for achieving a Drug-Free Workplace.

II. GENERAL

A. On November 18, 1988, President Reagan signed into law the Drug-Free Workplace Act of 1988. The Act's effective date is March 18, 1989. From that date forward, federal contractors and grant recipients must certify to the contracting or granting agency that they will ensure a "drug-free workplace" in order to be eligible for federal contracts and grants.

III. PROCEDURES

A. The City will notify each employee in writing that the unlawful manufacture, distribution, dispensation, possession and unlawful use of a controlled substance in the workplace is prohibited. Please see Exhibit A.

B. Employees shall be required to sign a statement (Exhibit A) agreeing to abide by this policy's terms and to notify the City of any conviction for a violation of any criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. §12) occurring in the workplace. Such notification must occur within five (5) days of conviction. The City will then notify the contracting/granting agency within ten (10) days of receipt of an employee conviction notice or upon otherwise receiving actual notice of such convictions.

C. An employee convicted of being in violation of any federal or State criminal statue involving the unlawful manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace shall be subject to disciplinary action up to and including discharge.

Disciplinary procedures may include that the employee participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State, or local health, law enforcement, or other appropriate agency. Such action will be taken within thirty (30) days following receipt of a conviction notice.

D. The City has established a drug-free awareness program to educate employees which consists of video tapes, audio tapes, and reading materials available to all employees and to inform all employees of the City's policy of maintaining a drug-free workplace. These materials address the dangers of workplace drug abuse. The City also makes available drug counseling and rehabilitation or employee assistance programs through the medical and psychological health programs provided by the City. The penalties for drug abuse violations are stated in Exhibit A to this Administrative Policy and Procedure.

IV. EXCEPTIONS

Nothing in this procedure shall be construed to require the Police Department, if the Chief of Police determines it would be inappropriate in connection with undercover operations, to comply with the provisions of this procedure.

V. AUTHORITY - By authority of the Assistant City Manager.

R. H. Griest
Assistant City Manager

Administrative Report

H.9., **File #** 26-0138 **Meeting Date:** 2/3/2026

To: **MAYOR AND CITY COUNCIL**

From: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO CC-2602-007, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH POLICE OFFICERS' ASSOCIATION - POLICE MANAGEMENT UNIT FROM JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

EXECUTIVE SUMMARY

In October 2025, City negotiators and members of the Redondo Beach Police Officers' Association - Police Management Unit (PMU) began meeting and conferring in good faith and have reached an agreement for a successor Memorandum of Understanding (MOU) regarding wages, hours, and working conditions. The MOU will cover the period January 1, 2026 through December 31, 2026 and provide represented members with the following:

Effective the Second Pay Period of January 2026

1) **Base Salary Increase**:
   a. PMU Members will receive a 3% increase to base salary, as their salaries are indexed to Redondo Beach Police Officers' Association (RBPOA) salaries, and increase at the same time as RBPOA.
2) **Monthly Medical Contribution Increases**:
   a. A $50 increase of monthly medical contributions from $1350 to $1400 for Employee only.
   b. A $100 increase of monthly medical contributions from $1800 to $1900 for Employee plus one dependent.
   c. A $150 increase of monthly medical contributions from $2300 to $2450 for Employee plus two or more dependents.
3) **Vacation Leave**:
   a. Employees will accrue an additional 40 hours of vacation at each level of vacation accrual, with each employee's accrual cap increasing by 40 hours.
4) **Holiday Pay**:
   a. For the 2026 calendar year, members will receive 2 additional 12.5 hour holidays. One holiday (the Day After Thanksgiving) will be ongoing, and one holiday (Lincoln's Birthday) will expire at the end of this agreement.

5) **Language Clean Up**:
   Conversion of Family Sick Leave from six shifts to 108 hours in accordance with the Professional and Supervisory (PSA) and City Employee Association (CEA) bargaining units, along with new language addressing California law and a clean-up of Holiday Pay language in compliance with CalPERS requirements

The PMU ratified the MOU terms on January 13, 2026, which fell into the second pay period of January 2026.

The annual cost of the Agreement is $108,954. The 3% salary increase accounts for $94,554 of this total. Funding for the increase was included in the Fiscal Year 2025-26 Budget.

The PMU represents 8 employees and is made up of Police Lieutenants and Police Captains.

BACKGROUND

Representatives from the City and the PMU engaged in good faith negotiations to prepare the attached one-year successor MOU. The prior MOU between the City and the PMU was a three-year contract that provided a net 12% of base salary increases over the three- year period, as salaries were indexed to the RBPOA. The MOU also incorporated annual increases in monthly medical contributions in accordance with other bargaining units to address ongoing medical cost increases. The MOU expired on December 31, 2025.

The proposed successor MOU, if approved, will maintain the existing terms and conditions of employment, with the following changes:

Term: One year, from January 1, 2026 through December 31, 2026.

Salaries: Beginning the second pay period of January 2026, a 3% increase to base salary, as salaries are indexed to RBPOA salary increases.

Medical Contributions: Monthly medical contributions will increase according to the following chart:

	2025 Monthly Contribution	**2026 Monthly Contribution**
Employee Only	$1350	$1400
Employee Plus One	$1800	$1900
Family	$2300	$2450

Vacation Leave: Employees will accrue an additional 40 hours of vacation at each level of vacation accrual, with each employee's accrual cap increasing by 40 hours as well.

Holiday Pay: Members will receive two additional holidays of 12.5 hours each. One holiday (Day After Thanksgiving) will become permanent, with one holiday (Lincoln's Birthday) expiring at the end of the term of this Agreement.

Language Clean Up:

- Clean up of Holiday Pay language in accordance with CalPERS regulations so that Holiday Pay remains pensionable compensation for Classic CalPERS members only.
- Conversion of Family Sick Leave from 6 shifts to 108 hours, in order to coincide more closely with the PSA and CEA bargaining units, along with modifications of eligible relationships in accordance with California law.

Staff recommends the City Council adopt the attached resolution adopting a new MOU between the City of Redondo Beach and the Redondo Beach Police Officers' Association - Police Management Unit.

COORDINATION

This report was prepared by the Human Resources Department. The Resolution was approved as to form by the City Attorney's Office.

FISCAL IMPACT

The 3% base salary increase of $94,554, along with increased medical contributions of $14,400, will result in a total annual cost of approximately $108,954. Funding for the contract expenses was included in the Police Department's Fiscal Year 2025-26 Operating Budget.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. 2602-007 Adopting an MOU between the City of Redondo Beach and the Redondo Beach Police Officers' Association, with MOU Included

RESOLUTION NO. CC-2602-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH POLICE OFFICERS' ASSOCIATION - POLICE MANAGEMENT UNIT FROM JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

WHEREAS, pursuant to Chapter 10 (section 3500 et seq.) of Division 4, Title 1 of the Government Code and Resolution No. 6046, Resolution for Administration of Employer-Employee Relations, the matters within the scope of representation that are set forth in the attached Memorandum of Understanding ("MOU") have been discussed by and between representatives of the City of Redondo Beach ("City") and representatives of the Redondo Beach Police Officers' Association – Police Management Unit (RBPOA-PMU), and except as otherwise specifically provided herein, shall apply only to those employees who are employed full-time and are appointed to permanent positions in the RBPOA-PMU Bargaining Unit; and,

WHEREAS, the existing MOU with the RBPOA-PMU expired on December 31, 2025; and

WHEREAS, representatives of the City and the RBPOA-PMU have met and conferred in good faith and have reached agreement on a successor MOU; and

WHEREAS, the attached MOU will provide adjustments agreed upon by the RBPOA-PMU; and

WHEREAS, said MOU is not binding until presented to the Mayor and City Council for approval.

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

SECTION 1. That the MOU, attached hereto as Exhibit "A" and made a part hereof, between the City and RBPOA-PMU for the period beginning January 1, 2026 and ending December 31, 2026 is hereby adopted.

SECTION 2. 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 3rd day of February, 2026.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2602-007 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 3rd day of February, 2026, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

Exhibit “A”

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF REDONDO BEACH

AND

THE REDONDO BEACH POLICE OFFICERS ASSOCIATION

(POLICE MANAGEMENT UNIT)

January 1, 2026 to December 31, 2026

Per Resolution No. CC-2602-007

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF REDONDO BEACH

AND THE REDONDO BEACH POLICE OFFICERS' ASSOCIATION

Pursuant to Chapter 10 (Section 3500 *et seq.*) of Division 4, Title 1 of the Government Code and Resolution No. 6046, the Resolution for the Administration of Employer-Employee Relations, the matters within the scope of representation that are set forth in this Memorandum of Understanding (MOU) have been discussed by and between representatives of the City of Redondo Beach (hereinafter "the City) and representatives of the Redondo Beach Police Officers' Association (hereinafter "the Association") and except as otherwise specifically provided herein shall apply only to those who are employed full-time and are appointed to the full-time positions of Lieutenant and Captain.

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ARTICLE I. TERMS

SECTION 1 - DEFINITION OF TERMS

1.01 The following terms shall have the meanings set forth in this section:

A. BASE RATE OF PAY: Shall mean the salary listed in Exhibit B.

B. CITY: Shall mean the City of Redondo Beach.

C. CHIEF OF POLICE: Shall mean the Chief of Police or the designee of the Chief.

D. CITY MANAGER: Shall mean the City Manager or the designee of the City Manager.

E. DAYS: Shall mean calendar days except where working days are expressly specified.

F. EMPLOYEE: Shall mean persons who serve full-time and are appointed to the full-time positions of Lieutenant or Captain, unless specifically noted as otherwise.

G. EXTRA COMPENSATION PAY: Shall mean one and one-half times (1.5) the employee's regular rate of pay.

H. FISCAL YEAR: Shall mean the 12 month period from July 1st through June 30th.

I. MOU: Shall mean Memorandum of Understanding.

J. REGULAR RATE OF PAY: Shall mean the base rate of pay and special pays as listed in Article III (Compensation).

K. RETIREE: Shall mean an employee of the City who receives a normal service retirement or disability retirement from the Public Employees Retirement System.

L. SERIOUS INJURY OR ILLNESS: Shall mean as related to Article VI, Section 1.04, an injury or illness certified by the City Physician to require a recuperation period of 30 days or more.

M. TRAVEL TIME: Shall mean the actual amount of time to travel from door to door from the point of origin to the point of destination based upon the fastest route as determined by Mapquest or some other map routing software deemed acceptable by the Chief of Police. Travel time for air travel shall mean the amount of time from arrival at the airport to arrival at the training site and return flight to the departure airport. Travel time shall not include time spent during voluntary layovers or transfers. Travel time shall not include waiting hours between the end of class instruction and flight or hired transportation. To the extent that actual travel time exceeds that indicated by the map routing software, the employee shall provide written information confirming actual travel time.

N. WORK FURLOUGH or FURLOUGH TIME OFF: One or more hours of required unpaid leave taken on a consecutive or intermittent basis.

O. WORK PERIOD: Shall mean a period of 28 consecutive days long set by the City Manager.

P. YEAR: Shall mean fiscal year except where calendar year is expressly specified.

Q. RESIDENCE: Shall be defined in accordance with the standards set by the State of California for income tax purposes.

ARTICLE II. RECOGNITION & TERM OF AGREEMENT

SECTION 1 - CLASSES IN BARGAINING UNIT

1.01 The City recognizes the Association as the exclusive representative for employees in the following job classes: Police Lieutenant and Police Captain.

1.02 The Association agrees to indemnify and hold the City harmless against any and all suits, claims, demands, and liabilities that may arise as a result of the City's recognition of the Association as the exclusively recognized employee organization for full-time employees in the job classes described in this Section.

1.03 The term of this agreement shall be one year (January 1, 2026 to December 31, 2026.)

ARTICLE III. COMPENSATION

SECTION 1 - PAY PLAN

1.01 The base salary for the Police Lieutenant classification shall be 10% above the product of top-step Sergeant receiving maximum longevity, education, and special assignment pays.

1.02 The base salary for the Police Captain classification shall be 13% above Police Lieutenant.

1.03 The base rates of pay for Lieutenant and Captain shall be as reflected in exhibit B to this MOU.

SECTION 2 - EFFECTIVE DATE OF PAY ADJUSTMENTS

2.01 The effective date of any pay increase shall be the beginning of the next pay period following the effective date of change.

SECTION 3 - ACTING STATUS PAY

3.01 When an employee is temporarily absent from his or her assigned duties because of illness or other reasons, the Chief of Police may assign an employee in a lower class the duties of a higher class. In the absence of such a temporary move-up assignment, responsibility for the duties of the absent employee's direct supervisor, unless otherwise specified by the Chief of Police.

3.02 Eligibility for assignment to acting status in a higher class shall be based upon above average performance as established by an employee's performance evaluations. Selection for acting status is the exclusive right of the Chief of Police or his designee.

3.03 An employee so assigned to a higher class, shall become eligible for the appropriate pay rate equal to a minimum of 5% above the employee's current hourly rate. The increase in pay rate shall become effective upon assignment by the employee's Commanding Officer, the Duty Commander, or Chief of Police. No Acting pay will be provided for less than one full shift of Acting duty.

3.04 Upon return of the employee in the higher class, the employee on acting status will be reassigned to their permanent class and pay rate.

SECTION 4 - CLOTHING ALLOWANCE

4.01 Captains and Lieutenants shall receive a clothing allowance of $850 per year. Said payment shall be made upon appointment to Captain or Lieutenant and upon the anniversary date of said appointment thereafter.

4.02 Clothing Allowance is not compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(5) of the PERS regulations.

SECTION 5: BILINGUAL PAY

5.01 The City agrees to pay a monthly bilingual proficiency premium equivalent to 3% of base pay, to Captains and Lieutenants who have received a passing score on the proficiency test described in Section 5.02 as bilingual in English and Spanish, Japanese, Chinese, Korean, Arabic, American Sign Language or Vietnamese. Effective June 17, 2023, Croatian, Portuguese, Farsi, German and French are also included as languages eligible for bilingual pay.

5.02 Employees wishing to qualify for the bilingual proficiency premium shall be tested for oral skills by the Police Chief or designee. Only those employees receiving a passing score on the test will receive bilingual pay.

5.03 Bilingual Pay is defined as compensation within the meaning of Section 20636 of the California Government Code, Section 571 (a)(5) and Section 571.1 (b)(3) of the PERS regulations.

SECTION 6 - OUTSIDE EMPLOYMENT

6.01 Employees shall not be employed by employers other than the City, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Department Head.

Employees seeking permission to perform outside employment shall apply in writing to the Department Head and Assistant City Manager for approval on the form provided by the City. Outside employment shall not be approved if there is an actual or potential conflict of interest, an appearance of impropriety, or if such outside employment could detract from or impair the reputation of the City. If outside employment is initially approved, such approval for outside employment may be revoked, provided that the employee involved shall receive at least 14 calendar days advanced notice in writing of such revocation. Requests for outside employment must be submitted, and approved annually.

This policy is intended to compliment the General Order convening outside employment, and both apply to all bargaining unit members.

6.02 A non-probationary employee may work up to a maximum of 24 hours per calendar week for an approved outside employer. No such limit shall exist in a calendar week in which the employee performs no work for the City, except however, the City retains the right to limit outside employment for an injured or disabled employee where such outside employment may hinder or otherwise interfere with prescribed treatment or the employee's return to duty. In no case shall outside employment limit an employee's ability to perform in his or her capacity with the City.

6.03 No employee who is employed by an employer other than the City shall work in excess of 16 hours in a 24 hour period. Said requirement includes regular and overtime hours worked for the City as well as hours worked for an employer other than the City. The Chief of Police may grant an exception during an emergency circumstance or extreme demonstrated need.

SECTION 7 - AUTOMOBILE POLICY

7.01 As of the effective date of this Memorandum of Understanding any unit members occupying the classifications of Police Lieutenant and Police Captain shall receive an automobile allowance in the amount of $250 per month, paid bi-weekly at $115.38 per pay period, in lieu of being provided a take-home vehicle. The Chief of Police shall have the unrestricted option to provide any effected employees occupying said classifications with a take-home City vehicle in lieu of the monthly automobile allowance. The timing of provision of a take-home City vehicle to any effected employees shall be at the sole discretion of the Chief of Police. However, immediately upon the provision of a take-home vehicle to any effected employees, the employee(s) in receipt of the vehicle shall immediately cease receipt of the $250 monthly automobile allowance.

Captains and Lieutenants provided with a take home vehicle may transport non-employees in the assigned City vehicle within the City of Redondo Beach or when coming or going to work on a direct route, or to/from a City sponsored event at which their presence is required or attending such event in an official capacity, or outside of the City for work-related purposes such as attending a conference, training, or other meetings. Prior to transporting any family members, Captains and Lieutenants shall have on file a Waiver & Indemnity Agreement with the City's Risk Manager.

SECTION 8 - SPECIAL EVENT COMPENSATION

8.01 Lieutenants are eligible to work for extra compensation at one and one-half (1 ½) times the employee regular rate of pay for any outside event approved by the Chief of Police for which the City is directly and fully reimbursed by a third party.

8.02 Effective December 22, 2018, Captains may also work overtime for reimbursed events, subject to the following conditions:

a. A maximum of 104 hours per fiscal year;
b. A Captain desiring to work overtime for reimbursed events shall do so in accordance with the established procedures for assigning such overtime to Officers, Sergeants and Lieutenants, including being placed in the mandatory overtime rotation system;

c. A Captain will perform the same duties as any other Officer, Sergeant or Lieutenant assigned to such overtime events.

8.03 Captains may also work overtime for reimbursed grant programs, subject to the following conditions:

a. Available grant overtime will be based on the remaining grant overtime balance as identified by the Department's grant administrator after Lieutenants, Sergeants, and Officers have had the opportunity to volunteer for such overtime assignments.

SECTION 9 – LATERAL INCENTIVE BONUS AND REFERRAL BONUS

9.01 Effective June 17, 2023 and subject to authorized funding in the Police Department operating budget for the current fiscal year, lateral police officers hired by the City shall receive a $10,000 lateral incentive bonus. The lateral incentive bonus shall be paid as follows: $2,500 upon hire as a City of Redondo Beach employee, $2,500 when the new lateral officer completes field training, and $5,000 when the new lateral officer successfully completes probation.

9.02 Effective June 17, 2023 and subject to authorized funding in the Police Department operating budget for the current fiscal year, current Redondo Beach employees who refer a lateral candidate that is hired by the City shall receive a $5,000 referral bonus. The new officer must list the existing employee on the job application at the time they apply. The referral incentive bonus shall be paid as follows: $2,500 when the lateral officer begins his/her first day as a sworn RBPD officer, and $2,500 when the new lateral officer completes field training.

9.03 The lateral incentive bonus and the referral bonus are fully taxable and not reportable to CalPERS as pensionable compensation.

ARTICLE IV. RETIREMENT BENEFITS

SECTION 1 - EMPLOYEE CONTRIBUTION

1.01 Except as otherwise provided in this Article, during the term of this agreement, the City will pay the employee (or member) contribution to the Public Employees' Retirement System (CalPERS) for employees receiving benefits under the Tier I and Tier II Local Police Officer benefit plan, in the amount of 9% of reportable salary, said amount to be paid into each employee's account per Government Code Section 20691.

SECTION 2 - PERS RETIREMENT

2.01 Employees who are first employed by the City in the local police officer membership classification on or before June 29, 2012 are eligible to participate in Tier I Local Police Officer benefits. Employees who are first employed by the City in the local police officer membership classification on or after June 30, 2012 are eligible to participate in Tier II Local Police Officer benefits.

2.02 The City shall provide the 3% @ 50 retirement formula, pursuant to Government Code Section 21362.2, to all employees participating in Tier I Local Police Officer benefits.

Employees participating in Tier I Local Police Officer benefits shall also receive those optional benefits detailed in Section 3.01 of this Article.

2.03 The City shall provide the 3% @ 55 retirement formula, pursuant to Government Code Section 21363.1, to all employees participating in Tier II Local Police Officer benefits. Employees participating in Tier II Local Police Officer benefits shall also receive those optional benefits detailed in Section 3.02 of this Article.

2.04 Tier III employees are "new members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA.) They shall be required to pay CalPERS by payroll deduction a member contribution in an amount equal to 50% of the normal cost rate for the 2.7% at age 57 defined benefit plan provided by PEPRA. Tier III employees' final compensation benefit measurement period shall be the employee's highest 36 consecutive months and the employee's retirement benefit shall be calculated based on "pensionable income." The City shall pay no portion of the member contribution. Tier III employees reserve the prerogative to contest any unlawful application of PEPRA or to enforce any final and binding judicial decision invalidating PEPRA.

SECTION 3 - OPTIONAL PERS CONTRACT PROVISIONS

3.01 Optional Benefits – Tier I Local Police Officer Plan

In addition to the 3% @ 50 benefit formula provided for in Section 2.02 of this Article, the following options will be available to employees participating in the Tier I Local Police Officer benefit plan:

A. One-year Final Compensation (Section 20042 of the Government Code).

B. Military Service Credit as Public Service (Section 21024).

C. Fourth Level of 1959 Survivor Benefits (Section 21574).

D. Credit for Unused Sick Leave (Section 20965).

For purposes of reporting credit for accrued unused sick leave at time of retirement (Section 20965 of the Government Code), the following formulas shall apply:

The formula for all employees initially hired prior to December 14, 1981, shall be total hours of sick leave that would have been accrued based on length of service, up to the maximum allowed of 4,160 hours, less total hours of sick leave used, divided by eight , equals number of days of credit for unused sick leave.

The formula for all employees initially hired on or after December 14, 1981, shall be total hours of accrued sick leave accrued based on length of service, up to the maximum allowed of 4,160 hours, less total hours of sick leave used, divided by eight , equals number of days of credit for unused sick leave.

E. Employer Paid Member Contributions as Compensation (Section 20692)

1. In accordance with Government Code Section 20615, the City has elected to pay what is presently all of the Tier I employee's normal contributions to PERS for those employees in the bargaining unit consisting of local police officers appointed to the classification of Lieutenant and Captain. Pursuant

to this MOU, the parties do hereby agree during said employee's last year of employment, the City shall stop paying the employee's normal PERS contributions during the final compensation period applicable to the electing employee and instead, shall increase the pay rate of the electing employee by an amount equal to the amount of normal PERS contributions then being paid by the employer on behalf of the employee. The parties agree that in no case, shall said pay rate increase exceed the amount of the normal member contributions that are required to be paid to PERS by its members.

F. Pre-Retirement Optional Settlement 2 Death Benefit (Section 21548)

G. Fifty percent (50%) Post Retirement Survivor Allowance (Section 21624)

The PERS optional benefits provided in this Section 3.01 shall only be available to employees participating in the Tier I Local Police Officer benefit plan and shall not be available under the Tier II Local Police Officer plan.

3.02 Optional Benefits – Tier II Local Police Officer Plan

In addition to the 3% @ 55 benefit formula provided for in Section 2.03 of this Article, the Tier II Local Police Officer Plan shall have the same options benefits as those contained in the Tier I Plans, except that the an employee's final compensation shall be calculated using the a three-year average method. The option of calculating an employee's benefits based on a one-year final compensation period (Government Code Section 20042) shall not be available under the Tier II Local Police Officer Plan.

A. Military Service Credit as Public Service (Section 21024).

B. Fourth Level of 1959 Survivor Benefits (Section 21574).

C. Credit for Unused Sick Leave (Section 20965).

For purposes of reporting credit for accrued unused sick leave at time of retirement (Section 20965 of the Government Code), the following formulas shall apply:

The formula for all employees initially hired prior to December 14, 1981, shall be total hours of sick leave that would have been accrued based on length of service, up to the maximum allowed of 4,160 hours, less total hours of sick leave used, divided by eight, equals number of days of credit for unused sick leave.

The formula for all employees initially hired on or after December 14, 1981, shall be total hours of accrued sick leave accrued based on length of service, up to the maximum allowed of 4,160 hours, less total hours of sick leave used, divided by eight, equals number of days of credit for unused sick leave.

D. Employer Paid Member Contributions as Compensation (Section 20692)

1. In accordance with Government Code Section 20615, the City has elected to pay what is presently all of the Tier II employee's normal contributions to PERS for those employees in the bargaining unit consisting of local police officers appointed to the classification of Lieutenant and Captain. Pursuant to this MOU, the parties do hereby agree during said employee's last year

of employment, the City shall stop paying the employee's normal PERS contributions during the final compensation period applicable to the electing employee and instead, shall increase the pay rate of the electing employee by an amount equal to the amount of normal PERS contributions then being paid by the employer on behalf of the employee. The parties agree that in no case, shall said pay rate increase exceed the amount of the normal member contributions that are required to be paid to PERS by its members.

E. Pre-Retirement Optional Settlement 2 Death Benefit (Section 21548)

F. Fifty percent (50%) Post Retirement Survivor Allowance (Section 21624)

SECTION 4 – MEMBER COST SHARING

4.01 Effective December 22, 2018, and pursuant to Government Code Section 20516(f), Tier I and II employees shall pay a portion of the employer contribution equal to 9% of reportable compensation.

SECTION 5 - DEFERRED COMPENSATION

5.01 Employees are eligible to participate in the City contracted 457 deferred compensation plan to the limits imposed by law and/or the plan.

ARTICLE V. INSURANCE BENEFITS

SECTION 1 - MEDICAL

Active Employees

1.01 The City shall contract with the California Public Employees' Retirement System (PERS) for medical insurance coverage in accordance with the Public Employees' Medical and Hospital Care Act (PEMHCA). The City will contribute the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as 1) an enrolled employee and eligible dependents, 2) an enrolled retiree and eligible dependents or 3) a surviving annuitant. The PEMHCA statutory minimum for 2026 is $162 per month, and changes each year in accordance with Government Code section 22892(b) ("Employer Minimum Contribution For Employee"). Eligible new hires will be covered under this program on the first day of the month following enrollment.

1.02 In addition, the City shall implement a flexible spending cafeteria plan ("Cafeteria Plan") in accordance with Internal Revenue Code Section 125 for all active employees. The following health care benefits shall be offered through the Cafeteria Plan: medical, dental (with orthodontia), vision, life and psychological insurance. Employees participating in the Cafeteria Plan shall receive a monthly flexible spending allowance ("Monthly Allowance") to purchase benefits offered under the Cafeteria Plan.

1.03 Effective January 2026, the Monthly Allowances shall be increased to employees who enroll in the PERS health plan as follows:

	Monthly Allowance
Employee Only	$1400
Employee +1	$1900
Employee +2 or more	$2450

Each participating employee shall pay the Employer Minimum Contribution for Employee and the employee's remaining portion of the premium ("Employee Contribution") from the Employee's Monthly Allowance. The Employer Minimum Contribution for Employee and the Employee Contribution together comprise the "Total Mandatory Medical Contribution." After the Total Mandatory Medical Contribution has been made, the employee may use the excess Monthly Allowance to purchase other supplementary products. If premiums and/or costs for the selected benefits exceed the Monthly Allowance, the balance will be paid by the employee through an automatic pre-tax payroll deduction, as permitted under Internal Revenue Code Section 125.

Although the Employer Minimum Contribution for Employee may increase as a matter of law, the Total Monthly Allowance will not increase absent mutual agreement.

Retirees

Tier I Retirees - Retirees Hired Before July 1, 2011 And Not Medicare-Age Eligible

1.03 For employees hired before July 1, 2011 ("Tier I Retirees"), the City shall make an "unequal" contribution of $1 per month directly to CalPERS. The City's mandated contribution for each annuitant shall be increased annually to an amount equal to the number of years that the City has been enrolled with PEHMCA multiplied by 5% of the current Employer Minimum Contribution for Employees until the contribution for retirees equals the contribution paid for employees, in compliance with Government Code section 22892(c). This amount is referred to as the "Employer Minimum Contribution for Retirees." In combination with this unequal contribution, the City will also pay the Tier I Retiree the difference between the Employer Minimum Contribution for Retirees and the single retiree medical premium rate for a medical insurance plan in which the retiree is enrolled from among those medical plans provided by the City. ("Tier I Retiree Differential Payment") The Tier I Retiree Differential Payment shall only be provided to a Tier I Retiree who retires with a minimum of 20 years of full-time service with the City and/or full-time employment with a public agency that can by verified by the Assistant City Manager. The Tier I Retiree Differential Payment shall only be provided to a Tier 1 Retiree who meets all of the following criteria:

A. Eligible employees must have a minimum of five years of full-time service with the City of Redondo Beach.

B. Must retire and begin drawing pension benefits with CalPERS within 120 days of their separation from service with the City.

C. Must have completed a minimum of 20 years of full-time verifiable service in a public agency at the time of their separation from the City.

When a Tier I Retiree becomes eligible to enroll in the Federal Medicare program or any Medicare Supplement plans, the Tier I Retiree will not be entitled to the Tier I Retiree Differential Payment. The premium cost for any additional insurance coverage selected by the Tier I Retiree, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Tier I Retiree selecting any such option. When the Tier I Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees or the Tier I Retiree Differential Payment.

Tier II Retirees - Retirees Hired On or After July 1, 2011 and Not Medicare-Age Eligible

1.04 For employees hired on or after July 1, 2011 ("Tier II Retirees"), the following shall delineate the City's contribution towards medical premium rates, if any:

A. The Employer Minimum Contribution for Retirees; plus

The differential payment applicable to the Tier II Retiree as follows (collectively, "Tier II Retiree Differential Payment"):

For retirees who retire with 10 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 25% of the Tier I Retiree Differential Payment as outlined in Section 1.03 above;

For retirees who retire with 15 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 50% of the Tier I Retiree Differential Payment as outlined in Section 1.03 above;

For retirees who retire with 20 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 75% of the Tier I Retiree Differential Payment as outlined in Section 1.03 above;

For retirees who retire with 25 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 100% of the Tier I Retiree Differential Payment as outlined in Section 1.03 above;

When a Tier II Retiree becomes eligible to enroll in the Federal Medicare program or any Medicare Supplement plans, the Tier II Retiree will not be entitled to any Tier II Retiree Differential Payment. The premium cost for any additional insurance coverage selected by the Tier II Retiree, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Tier II Retiree selecting any such option. When the Tier II Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees or any Tier II Retiree Differential Payment

A. The benefits provided under this Section 1.04 shall only be offered through the City to Tier II Retirees who meet all of the following criteria:

1. The employee must retire from City employment and immediately begin receiving pension benefits from CalPERS (either through a service retirement or a disability retirement) within 120 days of his or her separation from the City.

2. Individuals receiving benefits under this section are solely responsible for paying any portion of the health insurance premium (and any other costs) not paid for by the City.

3. Upon beginning to receive benefits as a retiree, individuals must ensure continuity of coverage through City insurance plans. Termination of the individual's participation in City-sponsored insurance plans for any reason shall automatically result in the termination of the City's obligation to provide any contribution above the minimum required by law, under this section.

Retirees That Are Medicare-Age Eligible

1.05 Beginning with the transition to the PERS Health program in 2017, and for retirees that are eligible to enroll in the Federal Medicare program or any Medicare supplemental programs ("Medicare-Eligible Retirees"), the City shall make the Employer Minimum Contribution for Retirees. The City's obligation to make "mandatory contributions" on behalf of Medicare-Eligible Retirees shall be limited to the minimum contribution required by law, and only so long as the City contracts with CalPERS for medical insurance.

The premium cost for any additional insurance coverage selected by the Medicare-Eligible Retirees, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Medicare-Eligible Retiree selecting any such option. When the Medicare-Eligible Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees.

Opt Out

1.06 Unit employees may elect to not participate in the PERS Health Plan medical insurance coverage and therefore "Opt Out" of PERS Health insurance coverage. Upon proof of alternative insurance coverage under a qualified group health plan, unit employees may elect to waive the City's medical insurance and receive $750 cash back. Effective June 17, 2023, unit employees hired prior to April 1, 2020, and upon proof of alternative insurance coverage under a qualified group health plan, may elect to waive the City's medical insurance and receive 50% of the premium for the plan level in which they qualify at the time prior to opt out, up to a maximum of $1200. Effective June 17, 2023, unit employees hired on or after April 1, 2020, and upon proof of alternative insurance coverage under a qualified group health plan, may elect to waive the City's medical insurance and receive $900 cash back. Employees may use this opt out funding to purchase other items in Cafeteria Plan or convert it to taxable income. An employee must provide verifiable proof of alternative coverage under a qualified group health plan in order to opt out. Employees wishing to re-enroll in an available City medical insurance plan may do so only during the "open enrollment period" subject to the medical insurance carrier's evidence of insurability requirements, unless a qualifying event occurs. A qualifying event shall be defined as set forth in the PERS Medical Plan.

SECTION 2 - DENTAL INSURANCE

2.01 The City agrees to provide dental insurance (with orthodontia) and shall make these plans available to active employees and qualified dependents.

SECTION 3 - PSYCHOLOGICAL HEALTH INSURANCE

3.01 The City agrees to provide psychological health insurance and shall make the plan available to active employees and qualified dependents.

SECTION 4 - TERM LIFE AND AD&D INSURANCE

4.01 The City shall provide $50,000 of term life and accidental death and dismemberment insurance and shall make the plan available to active employees. Dependent term life insurance in an amount up to $1,500 shall be made available to their qualified dependents. The City shall provide for an accidental death and dismemberment (AD&D) plan for active employees in the amount of $50,000; such AD&D insurance shall provide 24-hour coverage.

SECTION 5 - VISION INSURANCE

5.01 The City agrees to provide vision care and shall make this plan available to active employees and their qualified dependents.

SECTION 6 - HEALTH BENEFITS COMMITTEE

6.01 The City and the Association agree to participate in a joint labor-management committee, comprised of a representative from each of the organizations representing the City's employees and management staff, for the purposes of evaluating the health benefits provided to Association members and recommending modifications to benefits as appropriate. Such recommendations will be advisory on the City and the Association, for discussion at future meet and confer sessions as necessary.

ARTICLE VI. SICK LEAVE BENEFITS

SECTION 1 - SICK LEAVE PLAN

1.01 Sick leave shall be considered as a form of insurance intended to provide income continuation during periods of non-occupational illness or injury, and to supplement temporary disability benefits during periods of occupational illness or injury.

1.02 All Lieutenants and Captains who work full-time and are eligible to accrue sick leave hours, shall accrue 10 hours per month for each month of full-time employment up to a maximum of 120 hours of sick leave per year.

1.03 The maximum number of sick leave hours that eligible employees may accrue shall be 2,080 hours.

1.04 A Lieutenant or Captain who suffers a serious injury or illness may utilize a long-term disability sick leave bank of 2,080 non-replenishing hours that shall be available for use following a 30 calendar day qualifying period. During the qualifying period, said employee may use accrued sick leave, vacation leave, holiday leave, or any other paid leave to provide salary continuation. Any long-term disability sick leave used from the bank after

the qualifying period shall reduce the balance of sick leave available for any subsequent long-term disability for the duration of the employee's career with the City.

1.05 The Chief of Police may require sick leave verification without prior written notice at any time during a sick leave absence.

1.06 The City shall, as soon as possible after the commencement of the fiscal year on July 1, pay an annual bonus of $600 to each employee who is eligible to accrue sick leave and who does not use any sick leave, or an annual bonus of $300 to each employee who uses up to one shift sick leave, during the preceding 12 months. However, an employee may use sick leave as bereavement leave or for Family Leave (provided for in Article VII, Section 3, below) and such time shall not be considered as "sick leave" for the purpose of determining eligibility for the bonus provided for in this Section. The annual bonus supersedes and shall be provided in lieu of the current incentive program of one shift/day off per year. Only those employees who are on the payroll as of the beginning of the first payroll period in July following the fiscal year in which they qualify for the bonus shall be eligible to receive the bonus. Employees who retire on or after July 1, and who qualify for the bonus, shall receive said bonus in their final paycheck.

1.07 An employee who is sick and on an approved paid leave day shall not be permitted to substitute sick leave for the vacation, or holiday, or compensatory day; except, however, an illness or injury may be applied to sick leave under any of the following conditions:

A. The illness or injury requires hospitalization for more than 24 hours;
B. The illness or injury requires a prescription; or
C. The City Physician certifies that the illness or injury is of such a serious nature as to preclude participation of the employee in those normal activities that are associated with the enjoyment of a vacation, holiday, or day off.

1.08 The provisions of this sick leave plan shall apply to all employees and shall supersede and render null-and-void all provisions of Redondo Beach Municipal Code, Section 2-3.514(d), related to limits of sick leave with pay.

SECTION 2 - INDUSTRIAL DISABILITY LEAVE

2.01 A regularly employed, full-time police officer disabled by injury or illness arising out of, and in the course and scope of his or her duties, shall become immediately entitled, without regard to his or her length of service with the City, to the leave benefits provided by California Labor Code Section 4850.

SECTION 3 - FAMILY LEAVE

3.01 Employees shall be eligible to use up to a maximum of one hundred and eight (108) hours of accrued sick leave or sick leave from the long-term disability sick leave bank in any one fiscal year for child care, senior care, and/or for those purposes specified in Section 2-3.515 of the Redondo Beach Municipal Code. The reference to "life threatening" as applied to labor and delivery under current administrative practice shall be eliminated; provided, however, that all other administrative procedures and controls shall remain in full force and effect. The leave benefit prescribed in this subsection shall supersede and make null and void the Emergency Family Sick Leave benefit set forth in Section 2-3.515 of the Redondo Beach Municipal Code.

3.02 The City agrees to allow employees to pre-designate and substitute other family members for those persons defined as "immediate family." The intent of this provision is not to expand the number of persons included in the definition of immediate family or to increase pay leave opportunities, but, rather to recognize variations in family structure (e.g. substitute stepmother for mother).

3.03 Immediate family shall mean father, mother, father-in-law, mother-in-law, grandparent, grandchild, step-father, step-mother, brother, sister, spouse, legal dependent, domestic partner, child step-child or designated person (employees may designate one person per 12 month period.).

3.04 The use of Family Leave hours as provided in this section shall not be considered as a rating factor in a performance evaluation, nor shall Family Leave hours used be included in the calculation of Sick Leave usage for the purposes of a sick leave verification requirement or for the sick leave incentive provided in Article VI., above.

ARTICLE VII. HOLIDAY, VACATION, AND OTHER LEAVE BENEFITS

SECTION 1 - HOLIDAYS

1.01 All unit employees work without regard to holidays.

1.02 The following 12 days are City paid holidays: New Year's Day, Martin Luther King Day, Veterans Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. Observance of these holidays or payment in lieu of their observance shall be provided in accordance with the procedures outlined hereinafter in this section. For the period of this Agreement, only, and expiring December 31, 2026, Lincoln's Birthday shall also be a City paid holiday.

1.03 In lieu of holidays off, employees shall be granted in-lieu holiday leave of 12.5 hours per designated City holiday for a total of 150 hours per year. For the period of this Agreement, only, and expiring December 31, 2026, an additional 12.5 holiday hours shall be accrued, for a total of 162.5 hours. Although employee's leave banks are credited for the full allotment of hours effective January 1 each year, employees earn the leave pro rata each pay period.

1.04 Employees shall have the option to use in-lieu holiday leave throughout the calendar year, or receive cash payment. Holidays shall be deemed to be a leave entitlement that may be taken at the discretion of the employee subject to the approval of the Police Chief or his/her designee.

1.05 Prior to December 31 of each calendar year, the Police Chief or his designee shall notify each bargaining unit member in writing of their unused holiday leave balance. Such notice shall also inform the employee of their obligation to schedule their holiday leave or receive cash as outlined in this Section.

1.06 Payment for unused holidays shall be made as follows:

A. The employee may request cash payment for unused in-lieu holiday leave at any time during the calendar year. Cash payment for holiday hours will be paid at the FLSA regular rate of pay and reported as Special Compensation for Classic CalPERS employees only, in the pay period in which it was earned. It is the intent

of both parties that these holidays are “pensionable or PERS-able” for the purpose of pension calculations.

B. Unused in-lieu holiday leave accrued and not scheduled for use, by December 31st of each year, shall be paid to employees in the final pay period of the year at the employee’s FLSA regular rate of pay.

C. Employees who separate from City employment shall be paid for a pro rata portion of in-lieu holiday leave, at the FLSA regular rate of pay, to the extent unused as of the date of separation, for the months of the calendar year between January 1 and the effective date of the employee’s separation.

SECTION 2 - VACATIONS

2.01 Employees shall accrue vacation based on their years of full-time employment with the City, or in the case of lateral officers, based on their years of law enforcement service, as follows:

Completed Years of Service	Annual Accrual Rate	Maximum Accrual
1 through 4	95 hours	164
5 through 6	125 hours	231
7 through 13	165 hours	321
14 or more	205 hours	411

2.02 Accrued vacation time shall be earned as an increase or a part of compensation. Vacation leave shall not be accrued in excess of the Accrual Limit indicated above.

2.03 Employees will be allowed to cash out accrued vacation leave twice per fiscal year, but in no event shall the cash out exceed a total of 80 hours in a fiscal year.

2.04 In the event an employee is unable to utilize vacation due to illness, injury or City emergency, the City will provide a six month extension for the employee to reduce his or her balance to at or below the maximum.

2.05 Employees will be encouraged to take vacation time off from work. Employees who are eligible to accrue vacation shall be entitled to take all of the vacation leave accrued in one calendar year in one time block. Vacation leave shall be bid for by seniority by date of hire. The vacation bid schedule will be developed by police management for each patrol deployment period. A deployment period is that portion of a calendar year for which employees bid for their shift assignment. Employees who are eligible to accrue vacation may elect to take up to four holidays with their vacation. These holidays shall be scheduled and guaranteed as time-off when taken in conjunction with a regularly scheduled vacation. Vacation schedules for employees outside of a patrol assignment shall be on a calendar year basis.

2.06 The City Manager may authorize an employee to accumulate vacation in excess of allowed maximum accrual if the employee has planned an approved extended vacation during the next fiscal year and requests such authorization in writing. The City Manager's response shall also be in writing.

SECTION 3 - AUTHORIZED PROFESSIONAL TIME

3.01 Lieutenants and Captains shall be exempt from the payment of overtime, the exception being the Special Event Extra Compensation specified under Article III - Compensation, of this Memorandum of Understanding.

3.02 Employees permanently appointed to the classes of Police Captain and Police Lieutenant may, at the discretion of the Chief of Police, receive Authorized Professional Time (APT) of 10 days per year. The City Manager may grant time off in excess of these limits in exceptional cases.

3.03 APT usage is based on pay period cycles, rather than fiscal or calendar year. Employees may access their yearly allotment beginning the first day of the pay period which includes January 1. The yearly allotment must be used by the last day of the pay period cycle for the year.

ARTICLE VIII. ASSOCIATION BUSINESS

SECTION 1 - LEAVE

1.01 The Association shall be eligible for an initial allocation of 120 hours per fiscal year of leave with pay for the purpose of attending seminars, or conferences relative to employer-employee relations, grievance and disciplinary representation meetings, Board of Directors meetings, and/or other matters related to employer-employee relations. The Association shall provide no less than five working days advance written notice to the Chief of Police specifying the dates and hours of leave requested and the personnel involved. Such leave shall be granted upon request, subject to the requirement that the City provide the personnel and level of service necessary to carry out the mission of the agency as determined by the Chief of Police. This leave provision shall be exclusive of such reasonable time that may be granted to Association representatives on matters related to wages, hours and other terms and conditions of employment. The Police Officers Association (Police Management Unit) may transfer 20 hours per fiscal year of this benefit to the Police Officers Association (Officers and Sergeants).

1.02 The Association shall have the authority to direct the City to deduct leave time from the accrued compensatory time-off and/or accrued vacation of individual members of the Association up to a maximum of four hours per fiscal year per member in increments of no more than one hour or no less than 15 minutes, provided that the member authorizes the deduction. Such leave time as may be authorized to be donated by individual members of the Association shall be credited to Association Business Leave. Individual members of the Association who agree to the donation shall submit a properly executed authorization to the Chief of Police using the form provided by the City. Requests by the Association to deduct leave time from individual members shall be limited to a maximum of four requests per fiscal year, and shall be submitted to the Chief of Police. The Association will be afforded the opportunity to carry over a maximum of 20 business hours unused during the fiscal year to the next fiscal year for a 30 day grace period only. Any balance of Association Business Leave that remains unused at the end of the fiscal year that is not carried over to the next fiscal year and any amount up the maximum of 20 business hours carried over not used during the 30 day grace period shall be lost and no monetary remuneration, or other consideration shall be provided to the Association, or to any members of the Association who may have authorized the deduction of accrued leave from their individual leave balances.

ARTICLE IX. GRIEVANCE PROCEDURE

SECTION 1 - PROCEDURES

1.01 A grievance shall be defined as a dispute by an employee or the Police Association concerning the application or violation of the terms of this Memorandum of Understanding and Police General Orders Manual.

1.02 Step One - Informal Complaints.

A. Within 10 calendar days from the occurrence or knowledge of the matter on which the complaint is based, the employee shall present in writing his/her complaint to their supervisor. Failure to do so shall waive any further grievance rights.

B. Within 10 calendar days from the day of receipt of the informal complaint, the supervisor shall reply in writing to the employee's complaint. If there is no such response, the employee may then proceed to Step Two.

1.03 Step Two - Formal Complaint to Chief of Police.

A. Within 10 calendar days of receipt of the answer from the supervisor to an informal complaint, an employee shall file a formal grievance. A grievance shall not be deemed to be properly filed unless it is completed on official and appropriate forms supplied by the Police Department. An employee waives the right to grieve if said employee does not initiate the procedure by the deadline. Such written grievance shall:

1) Reasonably and adequately describe the grievance and how the employee was adversely affected;

2) Set forth the section(s) of the MOU and Police General Orders Manual which was violated;

3) Indicate the date(s) of the incident(s) grieved;

4) Specify the remedy or resolution to the grievance sought by the employee.

B. Within 10 days from receipt of the grievance, the Chief of Police shall meet with the employee and answer the grievance in writing. The employee may be accompanied by their designated representative at such a meeting.

1.04 Step Three - Arbitration.

A. Within 10 calendar days from the employee's receipt of the decision in Step-Two, the Association may proceed with final and binding arbitration. The Association waives the right to proceed if it does not act by the deadline. The original copy of the grievance form, with the reasons in writing for dissatisfaction with the answer given by the Chief of Police, shall be submitted with the request for arbitration to the Assistant City Manager.

B. Within 15 calendar days of receipt of the request for arbitration, the City's representative and the employee or his or her representative shall jointly request

a nine (9) person list of available arbitrators from the California State Mediation and Conciliation Service. The parties shall determine by coin flip which party shall proceed first and through alternate striking of names, shall mutually select the remaining unstruck name as the arbitrator. In lieu of this procedure the parties may mutually agree on selection of an arbitrator.

C. Costs of the arbitrator and court reporter, if any, shall be shared equally, fifty-fifty by the City and the Association.

D. The arbitrator may interpret the MOU, but shall have no power to alter, amend, change, add to, or subtract from any of the terms of the MOU, but shall determine only whether or not there has been a violation of the MOU and Police General Orders Manual, if so, what the remedy is. The decision and/or award of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties. The City and Police Association also agree that employee suspension and discharge matters are governed by this final and binding arbitration procedure. Any arbitration with respect to the exercise of a right to suspend or discharge shall be limited to the question of whether or not there was just cause for suspension or discharge and if so, what the appropriate remedy is. The arbitrator shall have no power to award emotional distress or punitive damages.

E. If the City claims before the arbitrator that a particular alleged grievance fails to meet the tests of arbitration as set forth in this MOU, the arbitrator shall proceed to decide such issue before hearing of the case upon its merits. The arbitrator shall have the authority to determine whether or not to hear the case on its merits at the same hearing in which the jurisdictional questions are presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitration; he/she shall refer the case to the City Manager without a decision or recommendation on the merits.

F. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9, Part 3, of the Code of Civil Procedure of the State of California.

G. All time limits specified in the procedure may be waived by mutual written agreement.

ARTICLE X. MANAGEMENT RIGHTS

SECTION 1 - EXCLUSIVE RIGHTS AND AUTHORITY

1.01 The City retains all rights not specifically delegated by this agreement, including, but not limited to the exclusive right to:

A. Direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule and retain employees;

B. Relieve employees from duties because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive;

C. Determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters;

D. Determine the appropriate job classes and personnel by which government operations are to be conducted;

E. Determine the overall mission of the unit of government;

F. Maintain and improve the efficiency and effectiveness of government operations;

G. Take any necessary actions to carry out the mission of an agency in situations of emergency;

H. Take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified above or by collective agreement, to the extent the City acts in a legal manner in compliance with State law; and

I. The exclusive right to provide any municipal service through a contractual arrangement with any private person, business, organization or corporation, or any other government entity.

ARTICLE XI. WORK SCHEDULES AND SENIORITY SHIFT BIDDING

SECTION 1 - POLICY

1.01 The Chief of Police will continue his**/**her open door policy on the subject of seniority to be discussed at those times the vacation or shift selection question becomes a concern to the Association.

1.02 The City and Association agree to provide for 24-week watch schedules consisting of six four-week schedules. Schedules start on Saturdays and conclude on Fridays to coincide with City pay periods. The parties agree that watch schedules may be shortened or extended to coincide with a pay period or with school breaks, but will begin and end in January and July of each year. The bid sheet for each subsequent watch schedule will be posted eight weeks in advance of the start of that watch schedule.

SECTION 2 - SHIFT SELECTION PROCEDURE FOR LIEUTENANTS

2.01 Patrol Lieutenants will bid for their watch by seniority in rank for each watch schedule.

2.02 The Operations Bureau Commander retains the right to assign any Lieutenant to any watch in the event of a situation requiring changes in order to meet deployment needs or in the event of an unforeseen emergency. This right includes changing the normal three watch schedule to the two watch, twelve-hour day, emergency plan.

SECTION 3 - 10 HOUR WORK SCHEDULE

Employees not assigned to a 3/12 Work Schedule will work a 4/10 work schedule consisting of four consecutive work days of 10 consecutive hours each workday. Employees may exercise the option to work a different schedule, with the approval of police management, for a period of time agreed to by both the employee and police management.

SECTION 4 - TRAINING

4.01 Department authorized training courses scheduled for eight or more hours of actual training and/or travel time per day shall result in crediting the affected employee with 10 hours of work time per day. However, the designee of the Chief of Police may credit an employee with greater than 10 hours in situations where to do otherwise would work a gross inequity.

The determination of the designee of the Chief of Police in this regard shall be subject to the employee's request for a review of the decision by the Chief of Police. The determination of the Chief of Police shall be final and binding.

4.02 In addition to the provisions of 4.01 above, when an employee must travel more than 50 miles in one direction, the employee may be eligible to be paid for travel time. See the definition of travel time in Article I, Section 1 Sub-Section 1.01. The mileage and drive time will be computed from the employee's residence or from the police station, whichever is closer to the training site. If the Department offers to provide lodging at a multiple day training site and the employee chooses to drive daily to the site of a multiple day training, the employee forfeits any consideration of overtime for travel time. If the employee chooses to drive to a training site when the department offers flight travel, the employee may receive overtime for the equivalent amount of flight travel time, but forfeits any consideration of overtime in excess of the flight travel time determined by the department.

4.03 For courses that exceed three days, with a minimum of two weeks advance notice, employees shall modify their work shifts or days off to best coincide with the training schedule using a 4/10 schedule.

4.03 For courses that exceed four days, with a minimum of two weeks advance notice, employees assigned to the 3/12 work schedule shall modify their work shifts or days off to best coincide with the training schedule using a 4/10 schedule with the utilization of a 10 hour payback day, if available.

ARTICLE XII. OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1 - EQUIPMENT

1.01 The City shall provide the following equipment as required:

A. Weapon

B. Uniform leather equipment to include: 1) double-lined belt; 2) double magazine pouch; 3) closed handcuff case; 4) baton loop; 5) key ring loop; 6) holster; 7) four belt keepers

C. Handcuffs

D. Stream light 20 Flashlight or substantial equivalent

E. Rain Gear

F. Baton (or other department authorized impact weapon)
G. Flat Badge

H. Any safety equipment approved by the immediate supervisor of the next highest rank.

I. Retirement badge, furnished within 60 days following retirement

1.02 The City shall provide the following equipment as required for Motor Officers:

A. Motor Breeches

B. Motor Boots

C. Leather Jacket

D. Motor Helmet

E. Gloves

F. Eye Protection

1.03 All employees assigned cellular/mobile telephones shall be allowed to use up to a maximum 60 minutes per billing cycle for personal use.

1.04 The City shall retain ownership of all equipment and exercise full discretion in selection of type and model of equipment to be provided. Employees presently owning said equipment may relinquish ownership to the City for the fair market value if that equipment meets the specifications established by the Chief of Police, or the designee of the Chief of Police.

SECTION 2 - PROBATIONARY PERIOD

2.01 The probationary period for lateral entry employees with prior police experience shall be 12 months with a discretionary six month extension if the Chief of Police so desires.

SECTION 3 - LIGHT DUTY STATUS

3.01 Upon the recommendation of their treating physician(s), any injured employee, may be required to return to light duty status by the Chief of Police. The Chief of Police shall have the right to modify the work hours of any employee on light duty status to an Administrative work schedule if appropriate to the light duty assignment or if it reasonably accommodates the work restrictions.

SECTION 4 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT

4.01 Each employee shall be eligible, upon request, to receive up to a maximum of $2,000 per person per fiscal year for the reimbursement of professional development expenses. Reimbursement is available for professional development that is job related including training, exams or fees required to obtain job-related licenses and certificates, membership dues for job-related professional organizations. Effective June 17, 2023, each employee shall be eligible, upon request, to receive up to an additional $2,000 per fiscal year (up to a total of $4,000 per fiscal year) for the reimbursement of professional

development expenses related to classes taken at an accredited college or university to earn a degree.

Requests for reimbursement must be approved in advance by the Chief of Police and the Assistant City Manager for payment. Employees shall not be paid salary or overtime for attending such courses; courses shall be taken during non-working hours and on employees own time.

SECTION 5 - DAYLIGHT SAVINGS

5.01 The City and the Association recognize that twice each year there is a time change to coincide with the start and end of Daylight Savings Time. On the date that the time change occurs the start time for employees not exempt from the payment of overtime will be adjusted accordingly so that the employee works the regular number of hours in a regular shift. In other words, the employee is paid at straight time for actual hours worked during the date that the time change occurs.

SECTION 6 - OPEN DOOR

6.01 All bargaining unit members are encouraged to attempt to resolve problems which may occur during their time at work with their direct supervisor or the Chief of Police. The City recognizes that, in some circumstances, an employee may feel that he or she is being treated unfairly by a superior, and may not have redress under the grievance and arbitration procedure. In such circumstances, so long as the employee exhausts discussions with his or her supervisor and the Chief of Police, the employee may submit a written request for action to the Assistant City Manager.

The Assistant City Manager or his or her designee shall conduct a full investigation of the employee complaint. Should there be any merit to the complaint, the Assistant City Manager will take appropriate corrective action.

SECTION 7 - EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

7.01 The Rules and Regulations for Administration of Employer-Employee Relations set forth in Resolution No. 6046, are incorporated herein and made a part hereof by this reference.

SECTION 8 - CITY ADMINISTRATIVE POLICIES AND PROCEDURES

8.01 The Association agrees to the no smoking regulation dated July 1, 1986, that was discussed during meeting and conferring.

8.02 The Association agrees on behalf of those employees and classes it represents to continue to abide by the provisions of Administrative Procedure 10.31 re: Drug-Free Workplace Act of 1988, as attached hereto and made a part hereof.

8.03 The City agrees to modify the first sentence of Section III-C of Administrative Procedure 10.31 as follows:

> "An employee convicted of being in violation of any federal or State criminal statute involving the unlawful manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance

in the workplace shall be subject to disciplinary action up to and including discharge".

SECTION 9 - CIVIL SERVICE RULES AND REGULATIONS AND SUPPLEMENTS THERETO

9.01 The Rules and Regulations for Administration of the Civil Service System of the City of Redondo Beach in effect as of February 19, 2002, as heretofore set forth in Exhibit A-5 in Resolution No. 2002-0202-013, A Resolution of the Mayor and Council of the City of Redondo Beach, California, Amending the Memorandum of Understanding (MOU) Between the City of Redondo Beach and the Redondo Beach Police Officers' Association, are incorporated herein by reference. Provided, however, that the following provisions shall supersede and make null and void any conflicting provisions in Rule X and Rule XI.

9.02 The City and the Association agree to the following wording in Rule X, Section 1, Employment Lists, commencing with line 3:

"The five (5) eligibles with the highest scores on a promotional examination shall be arranged in alphabetical order on the promotional employment list, by last name; other eligibles on the promotional employment list shall be arranged from highest to lowest scores".

9.03 The City and the Association agree to the following wording in Rule XI, Section 3, Certification of Eligibles, commencing with line 12:

"If an appointment is to be made from a promotional employment list, the five (5) available eligibles with the highest scores shall be certified in alphabetical order, by last name. If the promotional employment list contains the names of more than five (5) available eligibles, and more than one appointment is to be made at one time, the total number of eligibles certified shall be four (4) plus one (1) additional name for each vacancy to be filled by appointment from the list.

Whenever there are fewer than five (5) eligibles on a list, the Appointing Authority may make an appointment from among these eligibles, or may request a new employment list. Under this circumstance, and when so requested, the Personnel Officer shall conduct a new examination and establish a new employment list."

SECTION 10 - POLICE DEPARTMENT RULES AND REGULATIONS

10.01 Lieutenants and Captains represented by the Redondo Beach Police Officers Association are entitled to all rights and protections in the Public Safety Officers Procedural Bill of Rights Act, Government Code section 3300 et seq. and applicable precedential case law interpreting this statute. In addition, all such employees are entitled to all rights and privileges afforded them in the Meyers-Milias-Brown Act, Government Code section 3500 et seq. to form, join and participate in activities of recognized employee organizations of their choice.

10.02 The Association agrees to the chapters of the Police Department Rules and Regulations as set forth in Exhibit A attached hereto and made a part hereof.

10.03 The Association agrees that the rating system used to evaluate levels of proficiency for various performance factors in the Peace Officer Performance Evaluation form may be utilized to assist in the selection process for reassignment and promotion. The Peace Officer Performance Evaluation form shall not be used to establish the numerical ranking or the numerical score of eligibles on promotional employment lists. The Association acknowledges that the City has the exclusive right to revise the performance evaluation manual, form(s), and guidelines as the City in its discretion may deem appropriate; provided that such revisions are consistent with the terms and conditions specified in this Section.

SECTION 11 - SAVINGS CLAUSE

11.01 The provisions of this MOU are declared to be severable and if any article, section, subsection, sentence, clause, or phrase of this MOU shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining articles, sections, sentences, clauses, or phrases of this MOU, but they shall remain in effect, it being the intent of both the City and the Association that this MOU shall stand notwithstanding the invalidity of any part. The term or terms found to be invalid or unconstitutional shall be subject to meeting and conferring.

SECTION 12 - WAIVER CLAUSE

12.01 Except as specifically provided for in this MOU, or by mutual agreement in writing during the term of this MOU, the parties hereto mutually agree not to seek to negotiate or bargain with respect to any matters pertaining to wages, hours, and other terms and conditions of employment, whether or not covered by this MOU or in the negotiations leading thereto, and irrespective of whether or not matters were discussed, or were even within the contemplation of the parties hereto during negotiations leading to this MOU, and any rights in that respect are hereby expressly waived during the term of this MOU. However, the Association and the City agree to reopen negotiations at the written request of either party with respect to the impact and effect that result from modifications to work rules contained in the Redondo Beach Police Department Administrative Directives and the Redondo Beach Police Department Policy Manual.

SECTION 13 - SCOPE OF AGREEMENT

13.01 The City and the Association agree that all prior provisions with regard to management rights, wages, hours, and other terms and conditions of employment shall continue in full force and effect to the extent that said provisions are not inconsistent with this MOU.

SECTION 14 - IMPLEMENTATION AND DURATION

14.01 This MOU shall be binding on the City and the Association when approved and adopted by the Mayor and City Council.

14.02 This MOU shall be in full force and effect from the first day of January 1, 2026 and shall remain in full force and effect up to and including December 31, 2026.

14.03 The matters within the scope of representation that are set forth in this MOU have been discussed in good faith and agreed upon as constituting an equitable adjustment to existing, wages, hours, and other terms and conditions of employment between the City and the Association. The matters within the scope of representation set forth herein have

been agreed to by both the City and the Association as evidenced by the signatures of the duly authorized representatives of each party.

SECTION 15 - PAYROLL DIRECT DEPOSIT

15.01 All employees shall participate in the City's direct deposit program.

SECTION 16 - CONTRACT REOPENERS

16.01 Update Civil Service Rules During the term of this agreement, the City and Association agree to meet and confer to update the Civil Service Rules pertaining to Association members.

16.02 Grievance Process During the term of this agreement, the City and Association agree to meet and confer on issues regarding the nature and scope of the grievance process.

16.03 Changes to PERS Law During the term of this agreement, the City and Association agree to meet and confer to update provisions of the agreement pertaining to PERS Law if there is a change to State Law that affects the provisions in the agreement.

SECTION 17 – RESIDENCY REQUIREMENT

17.01 Effective June 17, 2023, employees must live within a Southern California County (Los Angeles, Orange, Riverside, San Bernardino, San Diego, Imperial, Ventura, Santa Barbara, San Luis Obispo, and Kern Counties) with the ability to report back to the City by car/vehicle within four (4) hours. Employees of the City who live outside of this Residency Requirement as of June 30, 2023, will be "grandparented" in, meaning they will be allowed to maintain their current residence.

FOR THE ASSOCIATION:

_____
John Banach, RBPOA President

_____
Brian Day, RBPOA Vice President

_____
Terrence Stevens, RBPOA Negotiator

_____
Mark Valdivia, Police Management Unit,
Lead Negotiator

FOR THE CITY:

_____
James A. Light, Mayor

APPROVED AS TO FORM BY:

_____
Joy A. Ford, City Attorney

EXHIBIT A

Redondo Beach Police Department Policy Manual

List of General Orders Manual Chapters Subject to Grievance Procedure

The following chapters of the Redondo Beach Police Department Policy Manual, also known as the General Orders Manual, or GOM, and no others, are subject to the grievance procedure contained in the MOU between the City of Redondo Beach and the Redondo Beach Police Officers Association (Police Management Unit).

212 - Electronic Mail and Departmental Mailboxes
213 - Electronic Communications Policy
216 - Staffing Levels
328 - Discriminatory Harassment
340 - Disciplinary Policy
342 - Department Technology Use
347 - Public Activities
348 - Court Appearance and Subpoenas
350 - Reserve officers
357 - Unusual Occurrence Response
386 - Off-Duty Law Enforcement Actions
388 - Illness and Injury Protection Program
402 – Racial Bias Based Profiling
426 – Reporting Police Activity Outside of Jurisdiction
448 - Mobile Data Computer Use
450 - Use of Audio/Digital Recorders
700 - Agency Owned & Personal Property
702 - Personal Communication Devices
704 - Vehicle Maintenance
812 - Criminal Offender Record Information (CORI)
813 - PIMS
1002 - Evaluation of Employees
1004 - Promotional, Transfer and Special Assignments Process
1010 - Reporting of Employee Convictions
1012 - Alcohol & Drug Use Policy
1014 - Sick Leave Policy
1020 - Personnel Complaint Procedure
1026 - Peace Officer Personnel Files
1031 - Peer Support Program
1032 - Fitness for Duty
1033 - Military Leave
1034 - Meal Periods and Breaks
1035 - Department Vacation Policy
1038 - Overtime Payment Requests
1040 - Outside Employment
1042 - On Duty Injuries
1044 - Personal Appearance Standards
1046 -·Uniform Regulations
1049 - Department Badges
1054 - Modified Duty Assignments
1058 - Employee Speech, Expression and Social Networking

EXHIBIT B

PAY PLAN FOR CLASSES IN THE POLICE MANAGEMENT UNIT

Effective December 27, 2025, (the second pay period of January 2026):

Police Lieutenant	$19,442
Police Captain	$21,970

Administrative Report

J.1., **File #** 26-0108 **Meeting Date:** 2/3/2026

TITLE

For eComments and Emails Received from the Public

Administrative Report

N.1., **File #** 26-0094 **Meeting Date:** 2/3/2026

To: **MAYOR AND CITY COUNCIL**
From: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE FORMATION OF A SOUTH BAY REGIONAL HOUSING TRUST FUND (SBRHT)

DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF THE FIFTH AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) TO ALLOW THE CITY OF LOS ANGELES TO DESIGNATE A NON-ELECTED ALTERNATE REPRESENTATIVE TO THE SBCCOG GOVERNING BOARD

EXECUTIVE SUMMARY

The South Bay Cities Council of Governments (SBCCOG) Board of Directors voted to recommend that member agencies form a South Bay Regional Housing Trust (SBRHT), a new joint powers authority intended to support the development and construction of affordable housing in the South Bay. This item provides the City Council an opportunity to discuss the concept and evaluate Redondo Beach's possible participation in the SBRHT. A staff representative from SBCCOG will provide a presentation on the proposed housing trust and be available to answer questions at the February 3, 2026 City Council Meeting.

Separately, but related to the SBCCOG, is the recommended approval of a proposed Fifth Amended and Restated Joint Powers Agreement for the SBCCOG that would allow the City of Los Angeles to designate a non elected senior staff member to serve as an alternate representative on the Governing Board.

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BACKGROUND

The South Bay Cities Council of Governments (SBCCOG) is a joint powers authority composed of 16 cities and the County of Los Angeles that collaborate on regional and subregional issues such as transportation, land use, and homelessness. Formed in 1995, the SBCCOG Joint Powers Agreement (JPA) has been amended four times to reflect evolving membership and governance needs.

Fifth Amended and Restated Joint Powers Agreement

On August 21, 2025, Los Angeles City Councilmember Tim McOsker (Council District 15) requested an amendment to the JPA to allow the City of Los Angeles to designate a non-elected alternate representative. Under the current JPA, only another elected official may serve as an alternate, which has presented challenges because Council District 15 is the only Los Angeles district located within the SBCCOG's jurisdiction. The SBCCOG Steering Committee recommended approval of the amendment with language consistent with the provision for Los Angeles County, which allows either

a chief of staff or senior staff member to serve as an alternate. On October 23, 2025, the SBCCOG Board of Directors voted to recommend that member agencies adopt the Fifth Amended and Restated JPA incorporating this change.

The proposed amendment updates Section 5(a)(2) of the JPA to state: "The 15th Council District Representative of the City of Los Angeles shall designate their chief of staff or a senior staff person from their office as the City of Los Angeles's Alternate Governing Board Representative." This revision is intended to ensure consistent representation for the City of Los Angeles on the SBCCOG Governing Board and to maintain alignment with the County's alternate designation process. In accordance with the JPA, amendments must be approved by two thirds of all SBCCOG member agencies before taking effect, requiring formal action by each member city's governing body.

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South Bay Regional Housing Trust Fund (SBRHT)

In September 2024, the Southern California Association of Governments (SCAG) awarded the SBCCOG approximately $570,000 in Regional Early Action Planning Grants 2.0 (REAP 2.0) funding. REAP 2.0 is a state initiative designed to accelerate progress toward housing and climate goals by supporting stronger coordination among state, regional, and local partners. Using these funds, the SBCCOG has conducted a feasibility analysis for the potential formation of a South Bay Regional Housing Trust (SBRHT), which would operate as an independent joint powers authority to support affordable housing projects endorsed by participating member cities.

Over the past year, SBCCOG's consultant, CivicHome, developed a strategic plan, draft JPA, staffing model, budget, and program framework with input from an advisory committee of SBCCOG Board members, city staff, and affordable housing practitioners. Updates were presented to the SBCCOG Board in October 2025 and to the South Bay City Managers group in November 2025. On November 20, 2025, the SBCCOG Board voted to recommend that member agencies move forward with forming the SBRHT.

As the feasibility study progressed, additional information became available regarding Measure A funding allocated to the South Bay. SBCCOG is expected to receive approximately $7.3 million annually through the LA County Affordable Housing Solutions Agency (LACAHSA)'s Production, Preservation, and Ownership (PPO) program, with potential matching funds that could increase the total to approximately $14 million. While SBCCOG is limited to issuing grants with these funds, the SBRHT would have lending authority and could offer a broader range of financing tools, such as development and construction loans, preservation and acquisition financing, master leasing, and homebuyer assistance, which would allow the funds to revolve and be reused over time. Administrative costs associated with establishing and operating the SBRHT could be offset through LACAHSA administrative funding, enabling low or no membership fees during the initial formation period. However, longer term administrative expenses and the obligations of member cities to cover these costs is not yet fully determined.

SBCCOG staff, legal counsel, and Senator Ben Allen's office are also exploring amendments to the enabling legislation for the SBRHT (SB 1444) to address issues identified during the feasibility process. Proposed revisions include removing SBCCOG from determining the size and composition of the SBRHT Board, allowing the Board flexibility in selecting its leadership, expanding eligibility to include moderate income housing, and permitting member agencies to appoint non elected alternates. Once draft legislation is prepared, SBCCOG will seek support letters from South Bay

cities. The SBCCOG Board has indicated that member agencies may adopt the currently proposed Housing Trust JPA and consider future amendments if SB 1444 is revised.

Staff from the City Attorney's Office and City Manager's Office met with SBCCOG staff and legal counsel to discuss several concerns identified by the City Attorney's Office with the Draft Joint Powers Housing Trust Agreement (see attached). While some changes have been incorporated by SBCCOG's legal counsel, the following issues remain outstanding or are only partially resolved:

- Section 3. Powers and Duties of SBRHT
    - *Section 3(b)(11) Specific Powers*: One of the SBRHT's functions is to provide loans to affordable housing developers. The authority to acquire or sell property is to support that lending role, such as enforcing affordability covenants or recovering loan collateral if a developer defaults. Under the draft JPA, City Council approval is required for projects within the City at the front end before funds are committed. That approval does not address what happens later if the SBHRT acquires title to property and then sells it.

      The City Attorney's Office proposed requiring governing body approval before the SBHRT could acquire fee title to property located within a Party's jurisdiction. The City Attorney's Office also proposed limiting any sale after acquisition to another housing developer. SBCCOG rejected the governing body approval requirement. SBCCOG has also indicated it will likely not accept the housing developer limitation, as it needs flexibility to recover its security interest if a developer defaults. This creates a risk that property could be transferred to an entity whose interests do not align with the City's housing objectives.

    - *Section 3(c)(5) Limitation on Powers*: While the draft JPA always requires City Council approval before funding a housing project within the City, it did not address predevelopment work. SBCCOG agreed to revise this section to retain the approval requirement, while allowing staff requested expenditures of potentially significant funds prior to City Council action. This could potentially create pressure to approve a project once those funds have been expended.

- Section 7. Financial Provisions
    - *Section 7(c)(1) Contributions by the Parties; Administrative Cost Contributions*: Under the draft JPA, the SBRHT approves its budget by a vote of at least a majority of the total membership. The SBRHT may also establish fees in an amount the Board of Directors deems financially prudent. The draft JPA does not tie administrative fees to actual operating costs or require governing body approval by each Party. The City Attorney's Office proposed limiting administrative fees to operating costs and making them subject to annual appropriation by the City. The SBCCOG's legal counsel rejected this revision. This creates a risk that the administrative fees may increase from year to year without being based on actual operating costs (e.g., legal counsel, consultants, insurance, and staff), resulting in uncapped financial obligations.

- Section 9. Non-Liability for Obligations of SBRHT
    - *Section 9(a)(1) Indemnification*: The draft JPA allows the SBRHT to deny its duty to

defend or indemnify a City if a claim alleges the City of active negligence, willful misconduct, or omissions. This means the SBRHT could avoid indemnification whenever a lawsuit was alleged the City failed to act, supervise, or prevent harm, even if the SBRHT's actions contributed to the cause of the claim. The City Attorney's Office proposed including City officials, removing omissions, and requiring a final court determination of fault before the City would be required to fund its own defense. This would ensure that defense obligations are based on what actually happened, not how a lawsuit or a complaint is written.

SBCCOG agreed to include City officials and remove omissions, but did not agree to require a final court determination of fault. If a claim alleges City active negligence or willful misconduct, the City may be required to pay for its own defense from the outset, even if those allegations are later disproven. This leaves the City exposed to defense costs based solely on allegations.

- *Section 9(a)(2) Assignment*: Under the draft JPA, the City is required to assign its recovery rights to the SBRHT, which raised concerns about losing control over litigation, settlement decisions, and insurance subrogation. This could have required the City to give up its own claims or defer to the SBRHT on how a matter was pursued. The City Attorney's Office proposed removing the assignment requirement and replacing it with a reasonable duty to cooperate, so the SBRHT could pursue recovery from third parties without the City giving up its legal or insurance rights.

  SBCCOG agreed to remove the assignment requirement, but declined to limit the cooperation obligation. The City must cooperate with the SBRHT's recovery efforts in all circumstances. While this does not require the City to waive its rights, it could limit the City's flexibility in managing litigation, insurance claims, or settlement strategy if the City's interests differ from SBRHT.

COORDINATION

The City Manager's Office prepared this report. The City Attorney's Office approved the Fifth Amended and Restated Joint Powers Agreement as to form, and provided a preliminary legal assessment of the Draft South Bay Regional Housing Trust Joint Powers Agreement.

FISCAL IMPACT

There is no fiscal impact associated with approving the Fifth Amended and Restated Joint Powers Agreement for the SBCCOG.

There is no immediate fiscal impact associated with the City's participation in the South Bay Regional Housing Trust. However, membership dues may be required in the future depending on future Trust activities and SBRHT Board of Directors approval and policy direction.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Letter from Councilmember Tim McOsker (August 21, 2025)

- Fifth Amendment and Restated Joint Powers Agreement for the South Bay Cities Council of Governments
- South Bay Regional Housing Trust Joint Powers Draft Agreement (as of January 27, 2026)

TIM McOSKER
Councilmember, 15th District

August 21, 2025

Ms. Jacki Bacharach
Executive Director
South Bay Cities Council of Governments
357 Van Ness Way, #110
Torrance, CA 90501

RE: City of Los Angeles, Council District 15: Alternate Member Request

Dear Ms. Bacharach:

As the representative of the 15th Council District of the City of Los Angeles, I represent the communities of Watts, Harbor Gateway, Harbor City, San Pedro, and Wilmington. My district is the only one in the City of Los Angeles that falls within the jurisdiction of the South Bay Cities Council of Governments (SBCCOG). As the City's sole voice within this body, it is imperative that a representative of my district is always present at proceedings to advocate for the residents I serve.

The 15th Council District encompasses five distinct neighborhoods and is home to over 260,000 residents. Due to its size and geographic scope, my ability to attend every meeting of the SBCCOG is sometimes limited. Under the current Joint Powers Authority rules, I would be required to have another member of the Los Angeles City Council attend in my place when I must be absent. Still, given that my colleagues' districts are equally large and complex, this is difficult to accomplish.

The responsibilities and scope of my role, as well as the size of my district, are more akin to those of a Los Angeles County Supervisor than my Council counterparts in the other cities on the SBCCOG. To ensure my district has consistent representation on the SBCCOG Board of Directors, I respectfully request that Council District 15 of the City of Los Angeles be allowed to designate a non-elected alternate to attend and vote on matters on my behalf, similar to the system used by the County Supervisors.

I hope that you will consider my request to amend Joint Powers Authority Section 5(a)(2), which governs the South Bay Cities Council of Governments, to allow Council District 15 to appoint a non-elected alternate to the Board of Directors to represent me as the Councilmember when I am not available to attend. Should you have any questions or require further information, please contact Aksel Palacios, my Director of Port & Capital Projects, via email at aksel.palacios@lacity.org.

Sincerely,

Tim McOsker
Councilmember, 15th District

FIFTH AMENDED AND RESTATED JOINT POWERS AGREEMENT

"SOUTH BAY CITIES COUNCIL OF GOVERNMENTS"
(A JOINT POWERS AUTHORITY)

This Fifth Amended and Restated Joint Powers Agreement which is dated for identification purposes October 23, 2025, is made and entered into by and between the public entities (collectively, "Members") whose names are set forth on Exhibit A, pursuant to Section 6500 *et seq.* of Government Code and other applicable law:

W I T N E S S E T H:

The parties hereto do agree as follows:

Section1. Recitals. This Fifth Amended and Restated Agreement is made and entered into with respect to the following facts.

a. The South Bay Cities Council of Governments was formed effective as of April 1, 1995. A Notice of Joint Powers Agreement was filed with the California Secretary of State as of June 22, 1995, and assigned file number 1450. The objective of the organization is to explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern to its Members.

b. This joint powers agreement has been amended four times to make various changes to the rules governing the operation of the organization.

c. The Members now desire to further amend the joint powers agreement to effectuate additional changes to the rules governing the operation of the organization.

Section 2. Creation of Separate Legal Entity. A separate legal entity is created within the meaning of Section 6503.5 of the California Government Code; this entity shall exercise its powers in accordance with the provisions of this Fifth Amended and Restated Agreement and applicable law.

Section 3. Name. The name of this separate legal entity shall be the South Bay Cities Council of Governments ("Council").

Section 4. Purpose and Powers of the Council.

a. Purpose of Council. The purpose of the Council is to provide a vehicle for the Members to engage voluntarily in regional and cooperative planning and coordination of

government services and responsibilities, to assist the Members in the conduct of their affairs. It is the express intent of the members that the Council shall not possess the authority to compel any Member to conduct any activity or to implement any plan or strategy that the Member does not wish to undertake (except for the payment of dues). The goal and intent of the Council is one of voluntary cooperation among cities in the South Bay for the collective benefit of all.

b. Common Powers. The Council shall have, and may exercise, the following powers:

(1) Serve as an advocate in representing the Members of the South Bay Cities at the regional, state and federal levels on issues of importance to the South Bay Cities;

(2) Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with subregional or regional significance;

(3) Assembly information helpful in the consideration of problems peculiar to the Members;

(4) Employ Member resources or presently-existing, single-purpose public/private groups to carry out its programs and projects;

(5) Explore practical avenues for voluntary intergovernmental cooperation, coordination, and action in the interest of local public welfare and improving the administration of governmental services;

(6) Assist in coordinating subregional planning efforts and in resolving conflicts among the cities in the South Bay as they work toward achieving planning goals;

(7) Build consensus among the Members on the implementation of policies and programs for addressing subregional and regional issues;

(8) Serve as a mechanism for obtaining regional, state, and federal grants to assist in financing the expenditures of the Council;

(9) Make and enter into contracts, including contracts for the services of engineers, consultants, planners, attorneys and single purpose public/private groups;

(10) Employ agents, officers and employees;

(11) Apply for, receive and administer a grant or grants under any regional, state, or federal program;

(12) Receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

(13) Lease, manage, maintain, and operate any buildings, works, or improvements; and

(14) Delegate some or all of its powers to the Executive Director as provided below.

c. Exercise of Powers. The Council shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, this Fifth Amended and Restated Agreement and the Bylaws. For the purpose of determining the restrictions to be imposed on the Council in its manner of exercising its powers pursuant to Government Code Section 6509, reference shall be made to, and the Council shall observe, the restrictions imposed upon the City of Lomita.

Section 5. Creation of Governing Board and General Assembly.

a. Creation of Governing Board. A Governing Board for the Council ("Governing Board") is created to conduct the affairs of the Council. The Governing Board shall be constituted as follows:

(1) Designation of Governing Board Representatives. The city council or the Mayor (if the Mayor is so authorized by the Member's charter, ordinances or rules) of each of the city Members except for the City of Los Angeles shall in writing designate one person as the Member's representative on the Governing Board ("Governing Board Representative"). The Governing Board Representative from the City of Los Angeles shall be the elected city councilmember from the 15th District. The Board of Supervisors of the County of Los Angeles shall designate the members of the Board from the 2nd and 4th Supervisorial Districts as its representatives on the Governing Board.

(2) Designation of Alternate Governing Board Representatives. The city council or the Mayor (if the Mayor is so authorized by the Member's charter, ordinances or rules) of each of the city Members except for the City of Los Angeles, shall designate one or more persons to serve as the Member's alternate representative

on the Governing Board ("Alternate Governing Board Representative"). The 15th Council District Representative of the City of Los Angeles shall designate their chief of staff or a senior staff person from their office as the City of Los Angeles's Alternate Governing Board Representative. The Supervisors from the 2nd and 4th Supervisorial Districts shall each designate their chief of staff or a senior staff person from their office as the County's Alternate Governing Board Representatives.

(3) Eligibility. No person shall be eligible to serve as a Governing Board Representative or Alternate Governing Board Representative unless that person is, at all times during the tenure of that person as a Governing Board Representative or Alternate Governing Board Representative, a member of the legislative body of one of the appointing Members, except for the City of Los Angeles and the County of Los Angeles Alternate Governing Board Representatives. Should any person serving on the Governing Board fail to maintain the status required by this Section 5, that person's position on the Governing Board shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 5, and the Member shall be entitled to appoint a qualified replacement.

b. Creation of General Assembly. A General Assembly for the Council ("General Assembly") is created to discuss issues and make recommendations to the Governing Board. All elected officials of the legislative bodies of all Members shall be members of the General Assembly. The Chair of the Governing Board shall be the Chair of the General Assembly. A General Assembly may be called by the Chair of the Governing Board or by a majority of the Governing Board representatives.

Section 6. Use of Public Funds and Property. The Council shall be empowered to utilize for its purposes, public and/or private funds, property and other resources received from the Members and/or from other sources. Where applicable, the Governing Board of the Council may permit one or more of the Members to provide in-kind services, including the use of property, in lieu of devoting cash to the funding of the Council's activities.

Section 7. Functioning of Governing Board.

a. Voting and Participation. Through its Governing Board Representative, each Member may cast only one vote for each issue before the Governing Board except for the County of Los Angeles, which shall have two votes – one for District 2 and one for District 4. An Alternate Governing Board Representative may vote in the proceedings of the Governing Board only in the absence of that Member's Governing Board

Representative. A Governing Board Representative or Alternate Governing Board Representative seated on the Governing Board shall be entitled to participate and vote on matters pending before the Governing Board only if such person is physically present at the meeting of the Governing Board and if the Member which that Governing Board Representative or Alternate Governing Board Representative represents is not on inactive status (as defined in Section 21.b of this Fifth Amended and Restated Agreement).

b. Proxy Voting. No absentee ballot or proxy shall be permitted.

c. Quorum. A quorum of the Governing Board shall consist of not less than fifty percent (50%) plus one (1) of its total membership excluding inactive and suspended members.

d. Committees. As needed, the Governing Board may create permanent or ad hoc advisory committees to give advice to the Governing Board on such matters as may be referred to such committees by the Governing Board. All committees shall have a stated purpose before they are formed. Standing committees shall remain in existence until they are dissolved by the Governing Board. Ad hoc committees shall be dissolved upon completion of their designated functions. Committees, unless otherwise provided by law, this Fifth Amended and Restated Agreement, the Bylaws or by direction of the Governing Board, may be composed of representatives to the Governing Board and nonrepresentatives to the Governing Board.

e. Actions. Actions taken by the Governing Board shall be by not less than fifty percent (50%) plus one (1) of the voting representatives of the Governing Board who are present provided that a quorum has been established, unless by a provision of applicable law, this Fifth Amended and Restated Agreement, the Bylaws or by direction of the Governing Board, a higher number of votes is required to carry a particular motion.

Section 8. Duties of the Governing Board. The Governing Board shall be deemed, for all purposes, the policy making body of the Council. All of the powers of the Council, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Fifth Amended and Restated Agreement, the Bylaws or by direction of the Governing Board, shall be exercised by and through the Governing Board.

Section 9. Roberts Rules of Order. The substance of Roberts Rules of Order shall apply to proceedings of the Governing Board, except as may otherwise be provided by provisions of applicable law, this Fifth Amended and Restated Agreement, the Bylaws or by direction of the Governing Board.

Section 10. Meetings of Governing Board. The Governing Board shall by resolution establish the dates and times of regular meetings of the Governing Board. The location of each such meeting shall be as directed by the Governing Board.

Section 11. Election of Chair and Vice-Chairs. The Chair of the Governing Board shall conduct all meetings of the Governing Board and perform such other duties and functions as required of such person by provisions of applicable law, this Fifth Amended and Restated Agreement, the Bylaws or by direction of the Governing Board. The 1st Vice-Chair shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by provisions of applicable law, this Fifth Amended and Restated Agreement, the Bylaws, or by the direction of the Governing Board or the Chair. The 2nd Vice-Chair shall serve as Chair in the absence of the Chair and the 1st Vice-Chair and shall perform such duties as may be required by provisions of applicable law, this Fifth Amended and Restated Agreement, the Bylaws, or by the direction of the Governing Board or the Chair. In addition, the 2nd Vice-Chair shall supervise the Treasurer in the performance of the duties assigned to him or her by Section 14 of the Fifth Amended and Restated Agreement.

A Governing Board Representative shall be elected annually to the position of Chair of the Governing Board, a second Governing Board Representative shall be elected to the position of 1st Vice-Chair of the Governing Board and a third Governing Board Representative shall be elected to the position of 2nd Vice-Chair of the Governing Board, at the first regular meeting of the Governing Board held in June of each calendar year. The terms of office of the Chair, 1st Vice-Chair and 2nd Vice-Chair shall commence on July 1 and expire of the succeeding June 30.

If there is a vacancy, for any reason, in the position of Chair, 1st Vice-Chair or 2nd Vice-Chair, the Governing Board shall forthwith conduct an election and fill such vacancy for the unexpired term of such prior incumbent. A vacancy shall be declared in the event the Member represented by Chair, 1st Vice-Chair or 2nd Vice-Chair is suspended or becomes inactive as provided in Section 21.

Section 12. Executive Director. The Governing Board may appoint by a vote of fifty percent (50%) plus one (1) of the total voting membership a qualified person to be Executive Director, on any basis it desires including, but not limited to, a contract or employee basis. The Executive Director shall be neither a Governing Board Representative, nor an Alternate-Governing Board Representative, nor an elected official of any Eligible Public Entity (as defined in Section 21(c) of this Fifth Amended and Restated Agreement). The Executive Director shall be the chief administrative officer of the Council. The Executive Director shall receive such compensation as may be fixed by the Governing Board. The Executive

Director shall serve at the pleasure of the Governing Board and may be relieved from such position at any time, without cause, by a vote of fifty percent (50%) plus one (1) of the total voting membership of the Governing Board taken at a regular, adjourned regular or special meeting of the Governing Board. The Executive Director shall perform such duties as may be imposed upon that person by the provisions of applicable law, this Fifth Amended and Restated Agreement, the Bylaws, or by the direction of the Governing Board.

Section 13. Designation of Treasurer. The Governing Board shall, in accordance with applicable law, designate a qualified person to act as the Treasurer of the Council. The compensation, if any, of a person or persons holding the office of Treasurer shall be set by the Governing Board.

Section 14. Duties of Treasurer. The person holding the position of Treasurer of the Council shall have charge of the depositing and custody of all funds held by the Council. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Section 6505.5 of the Government Code, and such duties as may be required by the Governing Board. The Governing Board may engage a qualified person to assist the Treasurer in the performance of his or her duties.

Section 15. Designation of Other Officers and Employees. The Governing Board may appoint or employ such other officers or employees as it deems appropriate and necessary to conduct the affairs of the Council.

Section 16. Obligations of Council. The debts, liabilities and obligations of the Council shall be the debts, liabilities or obligations of the Council alone. No Member of the Council shall be responsible, directly or indirectly, for any obligation, debt or liability of the Council, whatsoever.

Section 17. Control and Investment of Council Funds. The Governing Board shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.

Section 18. Implementation Agreements. When authorized by the Governing Board, affected Members may execute an Implementation Agreement for the purpose of authorizing the Council to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by the Council in implementing a program, including indirect costs, shall be assessed only to those Members who are parties to that Implementation Agreement.

Section 19. Term. The Council created pursuant to this Fifth Amended and Restated Agreement shall continue in existence until such time as this Fifth Amended and Restated Agreement is terminated. This Fifth Amended and Restated Agreement may not be terminated except by an affirmative vote of not less than fifty percent (50%) plus one (1) of the then total voting membership of the Governing Board.

Section 20. Application of Laws to Council Functions. The Council shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act. (Section 54950 et seq. of the Government Code.)

Section 21. Members.

a. Withdrawal. A member may withdraw from the Council by filing its written notice of withdrawal with the Chair of the Governing Board 60 days before the actual withdrawal. Such a withdrawal shall be effective at 12:00 o'clock a.m. on the last day of that 60-day period. The withdrawal of a Member shall not in any way discharge, impair or modify the voluntarily- assumed obligations of the withdrawn Member in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. A withdrawn Member shall not be entitled to the return of any funds or other assets belonging to the Council, until the effective date of termination of this Fifth Amended and Restated Agreement, except that a withdrawn Member shall be entitled to the balance of the annual dues paid for the year by that Member which were intended for the remaining part of that year. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from the Council.

b. Suspension/Inactive Status. A Member will be placed on Suspension or Inactive Status if the following events occur:

(1) Non-Payment of Dues. If a Member fails to pay dues within three months of the annual dues assessment as required under Section 23 of this Fifth Amended and Restated Agreement and the Bylaws, and after a 30-day written notice is provided to that Member, the Member shall be deemed to be suspended from this Fifth Amended and Restated Agreement and the Council. When a Member is suspended, no representative of that Member shall participate or vote on the Governing Board. Such a Member shall be readmitted only upon the payment of all dues then owed by the Member, including dues incurred prior to the suspension and during the suspension.

(2) Failure to Attend Meetings. If a Member is not represented by its Governing Board Representative or Alternate Governing Board Representative for three consecutive

regular meetings of the Governing Board, that Member will be placed on Inactive Status until such time as its Governing Board Representative or Alternate Governing Board Representative next attends a regular meeting of the Governing Board.

c. Admitting Eligible Public Entities. Eligible public entities whose names are set forth on Exhibit C to this Fifth Amended and Restated Agreement ("Eligible Public Entities") shall be admitted to the Council by 1) adopting this Fifth Amended and Restated Agreement by a majority vote of the legislative body of the Eligible Public Entity and 2) properly signing this Fifth Amended and Restated Agreement. An Eligible Public Entity may be admitted regardless of whether it adopted and signed this Fifth Amended and Restated Agreement before or after the Effective Date (as defined in Section 28 of this Fifth Amended and Restated Agreement). No vote of the Governing Board shall be required to admit an Eligible Public Entity.

d. Admitting Additional Members. Additional Members who are not Eligible Public Entities may be admitted to the Council upon an affirmative vote of not less than fifty percent (50%) plus one (1) of the total voting membership of the Governing Board provided that such a proposed new Member is a city whose jurisdiction, or part thereof, lies immediately adjacent to one or more of the Eligible Public Entities. Admission shall be subject to such terms and conditions as the Governing Board may deem appropriate.

Section 22. Non-Interference with Function of Members. The Governing Board shall not take any action that constitutes an interference with the exercise of lawful powers by a Member of the Council.

Section 23. Limitation of Liability. All agreements entered into by the Council shall contain a limitation of liability provision, providing that, except as voluntarily assumed by a particular Member, Members shall not be liable to employees, contractors and other third parties.

Section 24. Dues of Members. The Members of the Council shall be responsible for the payment to the Council, annually, of dues in the amounts periodically budgeted by the Governing Board, as and for the operating costs of the Council ("Dues"), as provided in the Bylaws.

Section 25. Disposition of Assets. Upon termination of this Fifth Amended and Restated Agreement, after the payment of all obligations of the Council, any assets remaining shall be distributed to the Members in proportion to the then obligation of those Members' obligation to participate in the funding of the Council.

Section 26. Amendment. This Fifth Amended and Restated Agreement may be amended at any time with the consent of two-thirds (2/3) of all of the legislative bodies of the Members.

Section 27. Incorporation by Reference. Each Exhibit to this Fifth Amended and Restated Agreement is incorporated into the agreement by this reference, as though it were fully set forth in the body of the agreement.

Section 28. Effective Date. The effective date ("Effective Date") of this Fifth Amended and Restated Agreement shall be the first day of the first month following the date on which two-thirds (2/3) of the legislative bodies of the Members adopt and sign this Fifth Amended and Restated Agreement.

That the Members of this Fifth Amended and Restated Agreement have caused this agreement to be executed on their behalf, respectively, as follows:

/
/
/

CITY OF REDONDO BEACH,
a chartered municipal corporation

By _____
James A. Light, Mayor

Date _____

ATTEST:

By _____
Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

By _____
Joy A. Ford, City Attorney

EXHIBIT A

[List of Member Agencies]

Carson
County of Los Angeles
El Segundo
Gardena
Hawthorne
Hermosa Beach
Inglewood
Lawndale
Lomita
Los Angeles (15th Council District Representative)
Manhattan Beach
Palos Verdes Estates
Rancho Palos Verdes
Redondo Beach
Rolling Hills
Rolling Hills Estates
Torrance

EXHIBIT B

[List of Member Agencies in the South Bay Corridor JPA]

Carson
El Segundo
Gardena
Hawthorne
Hermosa Beach
Inglewood
Lawndale
Lomita
City of Los Angeles
Manhattan Beach
Palos Verdes Estates
Rancho Palos Verdes
Redondo Beach
Rolling Hills
Rolling Hills Estates
Torrance

EXHIBIT C

[List of Eligible Public Entities]

Carson
El Segundo
Gardena
Hawthorne
Hermosa Beach
Inglewood
Lawndale
Lomita
Los Angeles (15th Council District Representative)
Manhattan Beach
Palos Verdes Estates
Rancho Palos Verdes
Redondo Beach
Rolling Hills
Rolling Hills Estates
Torrance
County of Los Angeles

JOINT EXERCISE OF POWERS AGREEMENT

of the

SOUTH BAY REGIONAL HOUSING TRUST

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made this ____ day of _____, 2026 (the "Effective Date"), by and between the public agencies listed in Exhibit A, attached hereto and incorporated herein by reference (each a "Party" and, collectively, the "Parties").

RECITALS

A. The Parties are authorized to and have a strong interest in promoting the health, safety, and welfare of the residents within their geographic boundaries.

B. The Parties acknowledge that the State has declared the existence of a shortage of affordable housing.

C. The Parties find it in their mutual interest to increase the availability of affordable housing, workforce housing and supportive housing and to reduce homelessness in a coordinated manner on a regional level.

D. An adequate supply of housing throughout the South Bay subregion will provide social and economic benefits to residents and taxpayers of the Parties.

E. California Government Code section 6500 *et seq.* ("Joint Exercise of Powers Act" or "Act") permits two or more public agencies to create joint powers authorities for the purposes cited herein and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities.

F. The Parties find that each of them has the individual power to implement the housing projects contemplated by this Agreement making them eligible under the Act to enter into this Agreement.

G. In 2022, the Act was amended by the addition of California Government Code section 6539.9, which expressly authorizes the creation of a South Bay Regional Housing Trust by way of approval of this Agreement in order to promote public-private partnerships, nonprofit collaborations and otherwise to fund housing to assist the homeless population and persons and families of extremely low, very low, and low income as defined in Section 50093 of the California Health and Safety Code within the South Bay subregion.

H. This Agreement shall not be interpreted to limit any Party's authority over land use decision making or otherwise limit their respective sovereign powers within their respective jurisdictions.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

Section 1. Creation and Purpose.

(a) Creation of SBRHT. Pursuant to the Joint Exercise of Powers Act, including Government Code section 6539.9, there is hereby created a public entity to be known as the "South Bay Regional Housing Trust" ("SBRHT"). Pursuant to Section 6503.5 of the California Government Code, SBRHT shall be a public entity separate and apart from the Parties and shall administer this Agreement.

(b) Purpose. This Agreement is made pursuant to the Joint Exercise of Powers Act for the purpose of creating the SBRHT as a public entity separate from the Parties to exercise common powers with respect to receiving and leveraging public and private financing and funds for the planning and construction of housing of all types and tenures for persons and families of extremely low-, very low-, and low- income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing. The purpose of this Agreement shall be accomplished, and common powers exercised in the manner set forth in this Agreement. Nothing contained in this Agreement shall preclude any Party from establishing, maintaining, or providing social programs or services to its respective residents as it deems proper and necessary.

Section 2. Term and Termination

(a) Term. This Agreement shall become effective, and SBRHT shall come into existence, upon the approval of this Agreement by the governing bodies of four eligible Parties. The Effective Date will be the date of approval by the fourth Party. This Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.

(b) Termination. This Agreement may be terminated by agreement of a majority vote of the Parties. Upon termination of this Agreement, SBRHT shall be dissolved and, after payment of or provision for payment of all liabilities, the assets of SBRHT shall be distributed to the Parties in proportion to the contributions of each Party to SBRHT and the amounts paid by each Party in connection with SBRHT's activities.

Section 3. Powers and Duties of SBRHT.

(a) General Powers. SBRHT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified, or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in this

Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act, including without limitation all powers set forth in Government Code section 6539.9, and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the City of Redondo Beach, a chartered city and municipal corporation, in the exercise of similar powers.

(b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, SBRHT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:

1. to make and enter into contracts;
2. to hire employees or contract for staff assistance, including but not limited to contracting with other public agencies;
3. to sue and be sued in its own name;
4. to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America, the State of California, Los Angeles County, a Party to this Agreement, or any other agency providing funding related to the purposes of this Agreement;
5. to invest any money in the treasury pursuant to Section 6505.5 of the Joint Exercise of Powers Act that is not required for the immediate necessities of SBRHT, as SBRHT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
6. to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
7. to incur and discharge debts, liabilities, and obligations, subject to the limitations set forth in this Agreement and to the extent permitted by law;
8. to assume ownership of affordability covenants governing a property from another entity in order to preserve the units as affordable;
9. to engage the services of private consultants to render professional and technical assistance and advice in carrying out the purposes of this Agreement;
10. to employ and compensate legal counsel determined appropriate by SBRHT in carrying out the purposes of this Agreement;
11. to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by SBRHT in connection with the accomplishment of the purposes of this Agreement;

to, for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which SBRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement; provided, however, that any such acquisition shall be structured to avoid any assumption of liability by a Party;

12. for the purposes of renting space for SBRHT to operate, to lease to, and to lease from, a Party or any other person or entity, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which SBRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
13. to solicit charitable contributions from private sources;
14. to acquire, hold or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and government entities;
15. to partner with Parties on funding solicitations and other opportunities for the purposes set forth in this Agreement, including but not limited to jointly exercising powers with a Party pursuant to the Joint Exercise of Powers Act;
16. to authorize and issue bonds, certificates of participation, or other debt instruments; provided, however, that any such debt shall be payable solely from funds and revenues of SBRHT and shall not constitute a debt, liability, or obligation of any Party, and no such debt shall be secured by or payable from any tax, assessment, fee, or other revenue of a Party unless approved by that Party's governing body and in compliance with all applicable legal requirements, including any voter approval required by law;
17. to propose amendments to this Agreement;
18. to the extent not herein specifically provided for, to exercise any and all other powers as may be provided for SBRHT in the Joint Exercise of Powers Act or any other applicable law; and
19. to carry out and enforce all the provisions of this Agreement.

(c) Limitation on Powers. This Agreement does not authorize SBRHT to do any of the following:

1. Regulate land use, zoning, or development approvals within the jurisdiction of any Party;

2. Levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition of approving the funding for or approval of a development project;
3. Require or incentivize inclusionary zoning requirements;
4. Require the Parties to dedicate or assign funding for any SBRHT obligations or programs;
5. Fund or approve a housing project or program that is not supported by the governing body of the jurisdiction (a city or the county) in which the proposed project is sited nor shall the SBRHT commit or expend funds for such a project or program within a Party's jurisdiction unless and until such project or program has been approved by the governing body of that Party, with the exception of expenditures for services requested by a Party's staff for the purpose of evaluating the viability of potential housing projects or programs within the Party's jurisdiction;
6. Require the Parties to accept or provide any number of housing units as a prerequisite to joining or remaining a member of SBRHT; and
7. Affect the individual power of each Party separately to implement affordable housing projects and programs generated within its jurisdictional boundaries.

Section 4. Members

The members of SBRHT shall be the Parties to this Agreement, and such other public agencies as may join SBRHT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Los Angeles and cities within the jurisdiction of the South Bay Cities Council of Governments may be a party to this Agreement and a member of SBRHT. The SBRHT bylaws may provide for affiliate memberships or other categories of membership for eligible entities which do not want to be full members.

Section 5. Board of Directors

(a) Selection of Directors. SBRHT shall be governed by a Board of Directors selected as follows:

1. One elected official from each Party to this Agreement, appointed by that Party's governing body and ratified by the governing board of the South Bay Cities Council of Governments. Each Party may also appoint one of its elected officials as an Alternate Director, who may serve in the absence of the Party's appointed Director. The elected official from the County of Los Angeles must be from a Board of Supervisors District that is located wholly or partially within the territory of the South Bay Cities Council of Governments.

2. Two Directors that are experts in homelessness or housing policy appointed by the South Bay Cities Council of Governments City Managers Committee and ratified by the governing board of the South Bay Cities Council of Governments.

(b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of SBRHT shall be vested in and exercised by, and its property and its affairs administered by, the Board of Directors.

(c) Advisory Bodies. The Board of Directors may appoint advisory bodies that may include such persons as are designated by the Board of Directors. The Board of Directors shall adopt bylaws that govern the appointment of advisory bodies should it determine in its discretion to appoint such advisory bodies.

(d) Compensation. Members of the Board shall serve without compensation but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as Director; provided such expenses have been previously approved by the Board of Directors and incurred in accordance with any SBRHT policies or procedures governing the same.

(e) Term. Members of the Board shall serve for a two-year term. There is no limit to the number of consecutive terms members may serve. In the event of a vacancy, the Party whose appointee has vacated the position shall appoint a replacement within 60 days of the effective date of the vacancy, subject to ratification by the governing board of the South Bay Cities Council of Governments. The replacement will serve out the remainder of the term of the Director that they replaced. The two Directors that are experts in homelessness or housing policy may be removed with or without cause at any time by a majority vote of the Board of Directors.

(f) Meetings of the Board of Directors.

1. Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code sections 54950 *et seq*.

2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board may fix by resolution from time to time. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour, unless otherwise determined by the Board. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.

3. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors. Notice of special meetings shall be provided to all Parties.

4. Quorum. A majority of the seated members of the Board of Directors shall constitute a quorum at any meeting of the Board except that less than a quorum may adjourn a meeting to another time and place. Unless otherwise provided in this Agreement, actions and decisions of the Board of Directors may be taken by a majority of the quorum present at any meeting.

5. Minutes. The Board of Directors shall cause minutes of all regular, adjourned regular, and special meetings to be kept and presented to the Board for approval at a subsequent meeting.

6. Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each calendar year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director's meetings.

7. Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations, and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

Section 6. Staff and Treasurer

(a) Staff

1. SBRHT may contract with a Party or the SBCCOG for staff pursuant to Section 6(d), hire its own employees, or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of SBRHT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in SBRHT's budget and are appropriated by SBRHT therefor.

2. None of the officers, agents, or staff, if any, directly contracted by SBRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by the Parties.

(b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.6, the Board of Directors shall appoint an officer or employee of SBRHT, or an officer or employee of a public agency that is a Party, or a certified public accountant to hold the offices of treasurer and auditor for SBRHT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for SBRHT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of SBRHT. The treasurer and auditor shall assure that there shall

be strict accountability of all funds and reporting all receipts and disbursements of SBRHT. The treasurer and auditor of SBRHT shall be required to file an official bond with the Board of Directors in an amount which shall be established by the Board. Should the existing bond or bonds or any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of SBRHT.

(c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to SBRHT who shall perform such duties as may be prescribed by the Board.

(d) Administrative Services and Reimbursement of Costs.

1. The Board of Directors may contract with a Party to provide necessary administrative services to SBRHT, including the services described in Section 6(a), (b) and (c). The amount charged by the Party to provide such services to SBRHT shall be fixed by agreement between the Board of Directors and the governing body of the Party providing such services. In the absence of an agreement on costs, the Party providing services to SBRHT under this Section 6 may charge SBRHT the amounts necessary to recover the direct and indirect costs of such services.

2. If SBRHT contracts with a Party to provide SBRHT with administrative services through persons who are employees and officers of the Party, then any retirement liabilities associated with that Party's employees and officers shall not constitute a liability of SBRHT or any other Party. This Section 6(d)(2) shall not preclude a Party providing administrative services to SBRHT pursuant to a contract with SBRHT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge SBRHT for providing such services.

Section 7. Financial Provisions

(a) Fiscal Year. The Fiscal Year of SBRHT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of SBRHT shall commence on the Effective Date and end on the immediately following 30th day of June.

(b) Budget.

1. General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of the total membership of the Board of Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating SBRHT) and Program costs (i.e., the financing of the programs funded or sponsored by SBRHT). Thereafter, at or prior to the last meeting of the Board of Directors for each fiscal year, a general

budget shall be adopted for the ensuing fiscal year or years by a vote of at least a majority of the total membership of the Board.

2. Expenditures for the Approved Budget. The payment of all SBRHT obligations is limited to the amount of appropriations allowed in SBRHT's approved budget, except as it may be revised with the approval of a majority of the total membership of the Board of Directors.

(c) Contributions by the Parties.

1. Administrative Cost Contributions. In consideration of the mutual promises contained herein, the Parties agree that they shall make annual contributions (each a "Fee" and collectively the "Fees") towards the budgeted administrative costs of SBRHT as set forth in a duly adopted Board resolution. The Fees shall be assessed annually. After the first fiscal year, the Fees shall increase annually in an amount equal to the U.S. Bureau of Labor Statistics consumer price index for all urban consumers in the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the Fees are assessed. Payment of the Fees shall be due within 30 days of receipt of an invoice from the SBRHT. The invoice shall indicate how the Fees were calculated. A Party's contribution to SBRHT's administrative costs shall be in the form of money, unless the Board of Directors approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions may be used to offset in whole or part a Party's contribution as determined in the sole and absolute discretion of the Board of Directors. Notwithstanding the above, after the first fiscal year the Board of Directors may establish Fees in an amount the Board of Directors deems financially prudent.

2. Program Cost Contribution. The particular programs and program budget, funded, sponsored or operated by SBRHT, as well as the level of and mechanisms for the involvement of SBRHT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors.

(d) Accounts and Reports.

1. Books and Records. There shall be strict accountability of all SBRHT funds and accounts and report of all SBRHT receipts and disbursements. Without limiting the generality of the foregoing, SBRHT shall establish and maintain such funds and accounts as may be required by good government accounting practice. The books and records of SBRHT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.

2. Annual Audit. The person appointed by the Board of Directors to perform the auditor function for SBRHT shall cause an annual independent audit of the accounts and records of SBRHT and records to be made by a certified public accountant or firm of certified

public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.

3. Annual Financial Report. Pursuant to section 6539.9(d) of the Government Code, SBRHT shall publish an Annual Financial Report that shall describe the funds received by SBRHT and the use of such funds by SBRHT. The Annual Financial Report shall describe how the funds received by SBRHT have furthered the purposes of SBRHT.

(e) Funds. Subject to the applicable provisions of any instrument or agreement which SBRHT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse SBRHT funds, the person appointed by the Board of Directors to perform the treasurer function for SBRHT shall receive, have the custody of and disburse SBRHT funds as nearly as possible in accordance with generally accepted accounting principles, shall make the disbursements required by this Agreement in order to carry out any of the provisions or purposes of this Agreement.

Section 8. Amendments.

(a) This Agreement may be amended or modified with the approval of two-thirds of all the Parties through formal action approving such an amendment by the Parties' respective governing bodies.

(b) No addition to, or alteration of, the terms of this Agreement, whether by written or oral understanding of the Parties, their officers, employees or agents, shall be valid or effective unless made in the form of a written amendment which is formally adopted and executed by the Parties as provided in subparagraph (a) of this Section.

Section 9. Non-Liability for Obligations of SBRHT.

(a) The debts, liabilities, and obligations of SBRHT shall not be considered the debts, liabilities and obligations of any of the Parties or their respective officers, employees, agents or volunteers, or the personal debts, liabilities and obligations or the Directors, officers or employees of SBRHT.

1. Indemnification. The SBRHT shall defend, indemnify and hold harmless each Party, its officials, officers, agents, employees, representatives and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature (collectively, "Claims") brought by a third party which arises out of or in connection with SBRHT's administration of this Agreement, including such third party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative or volunteer of SBRHT. The SBRHT's duty to defend and indemnify under this Section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence or willful misconduct, whether in whole or part. The SBRHT shall finance its obligation pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as

determined by the Board. In the event the SBRHT's financial obligations to indemnify, defend and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the SBRHT (hereinafter "Unfunded Liability"), a Party or Parties may meet and confer with SBRHT in good faith to negotiate alternative means or mechanisms by which SBRHT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit or waive SBRHT's obligations of indemnity or defense to each Party as first set forth above in this Section. Nothing herein shall obligate any Party to indemnify or hold harmless SBRHT for any Unfunded Liability.

2. Assignment. To the extent SBRHT has satisfied its obligations to defend and indemnify a Party under this Section, such Party shall cooperate with SBRHT in the pursuit of recovery of damages for Claims arising out of this Agreement from any third party, provided that nothing herein shall require a Party to assign or waive any legal rights, compromise its insurance coverage, or relinquish control over its claims without its express written consent.

3. Survival. SBRHT's duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any Party from this Agreement, including as to the withdrawing Party, or termination of this Agreement for any reason with respect to any Claims that occurred before the date of such withdrawal or termination.

Section 10. Admission and Withdrawal of Parties.

(a) Admission of New Parties. It is recognized that additional public agencies other than the original Parties, may wish to join SBRHT after the Effective Date. The County of Los Angeles and any city within the SBCCOG may become a Party to SBRHT upon such terms and conditions as are established by the Board of Directors. As a condition precedent to becoming a Party more than six months after the Effective Date, an eligible entity may thereafter become a Party to this Agreement; provided that (1) this Agreement is adopted by its governing body and (2) the eligible entity pays a late joining fee. The late joining fee shall be calculated by totaling the annual fee the eligible entity would have paid under this Agreement had it been a Party in all years prior and up until the Effective Date. Notwithstanding the foregoing, an eligible entity's late joining fee shall not exceed two times the amount of the applicable annual administrative fee existing at the time it becomes a Party. Payment shall be due within 30 days of receipt of an invoice from SBRHT.

(b) Withdrawal from SBRHT. A Party may withdraw from SBRHT at any time upon its governing body's adoption of a resolution stating the Party's intent to withdraw from SBRHT and written notice of withdrawal accompanied by an executed copy of the resolution of intent to the SBRHT. The withdrawal of any Party, unless otherwise provided by the Board of Directors, shall be subject to the following prerequisites and conditions:

1. The withdrawal shall be effective immediately upon receipt by the SBRHT of the written notice of withdrawal, subject to subsection (2) below.
2. If the withdrawal notice is received by the SBRHT less than ninety (90) days before the start of a fiscal year or after the commencement of a fiscal year but before payment of that year's Section 7(c) contribution, the withdrawal shall not be effective unless and until the withdrawing Party has fully paid that fiscal year's contribution; otherwise, the notice of withdrawal shall be null and void.
3. Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of that Party's rights and claims relating to distribution of property and funds upon termination of SBRHT as set forth in Section 2 above. Withdrawn members shall not be entitled to any reimbursement of Fees.
4. Withdrawal of a Party will not relieve that Party of prior financial obligations of liabilities unless otherwise approved by the Board.

Section 11. Notices.

(a) Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed at the addresses set forth in Exhibit A, or to such other address as may be designated in writing to SBRHT for formal notice.

Section 12. Miscellaneous.

(a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

(c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.

(d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the Agreement the Parties intended to enter into in the first instance.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties. No Party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

Section 13. Sunset Date.

In the event that a source of funding is not identified and funding not obtained to cover SBRHT's administrative costs on or before December 31, 2026, this Agreement will on that date expire automatically and be null and void without further action of the Parties.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as follows:

DRAFT

CITY OF,

_____
Mayor

_____
Date

ATTEST:

_____
City Clerk

_____
Date

APPROVED AS TO FORM:

_____
City Attorney

_____
Date

DRAFT

Administrative Report

N.2., **File #** 25-1753 **Meeting Date:** 2/3/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S TRANSIENT OCCUPANCY TAX RATE AND PROPOSED DRAFT BALLOT MEASURE LANGUAGE

DISCUSSION AND POSSIBLE ACTION REGARDING A POSSIBLE UPDATE TO THE CITY'S UTILITY USERS TAX ORDINANCE

EXECUTIVE SUMMARY

On November 18, 2025, staff provided a presentation to the City Council on the City's current transient occupancy tax (TOT) rate and options to consider increasing the existing tax rate. At that time, Council directed staff to return with a proposed ballot measure to raise the City's TOT rate to up to 15% and provide additional information on TOT measure passage rates, feedback from Redondo Beach hoteliers, and the potential impacts of increases to wages for hotel employees in the City of Los Angeles. This report addresses questions raised by the Council and includes a draft ballot measure with accompanying ordinance revision. It also provides updated information regarding the timing and options to present a TOT measure to voters, including the recommendation to propose a TOT increase to voters at the City's March 2, 2027 regular general election.

Also worth discussing is the Utility Users Tax (UUT) court case filed by the City of Santa Barbara seeking to assess UUT on video streaming services that, if the current ruling holds, would increase all cities' ability to collect UUT. This report shares an update on the status of the Santa Barbara case and provides an opportunity for the City Council to provide direction on possible changes to the City's UUT Ordinance, referenced in Title 8, Chapter 9 of the Redondo Beach Municipal Code, and specifically described as the "Telephone, Gas, Electricity, Water, and Video Users' Tax Law," that if approved by voters, would allow the City to collect UUT on video streaming services and protect/increase General Fund revenue.

Staff recommends the City Council:

1) Receive and file the requested information
2) Review and provide direction on the proposed draft TOT ballot language
3) Review the Santa Barbara UUT case and provide direction regarding possible modifications to the City's UUT Ordinance found in Title 8, Chapter 9 of the RBMC
4) Provide direction on election timing and other next steps

BACKGROUND

During the FY 2025-26 budget adoption process, the City Council directed staff to prepare an item to discuss adjusting the City's TOT rate. On November 18, 2025, staff provided a report providing information on the City's TOT rate in the context of neighboring cities, potential exemptions or alternatives to a broadly applied tax rate, results of research on potential impacts to tourism related to TOT increases, and the process and next steps to increase the TOT rate. Council requested staff return with a proposed ballot measure and additional information that was requested in the course of the discussion.

Transient Occupancy Tax Passage Rates

Staff shared information with Council regarding the overall passage rate of TOT measures across California over the past three election cycles (2020, 2022, and 2024). Council also requested the margins that TOT measures passed by in 2024.

Of the 28 transient occupancy tax measures that went to California voters in the November 2024 election, 23 passed. Of those that passed, 10 passed with a 70% or greater approval; eight with between 60% and 70% of votes, and five with below 60% of the vote, the lowest passage rate was 52.1%. One additional hotel tax measure went to voters in March 2024 which was not included in staff's original count; this passed with 77.6% of the vote. Detailed tables from The California Local Government Finance Almanac <https://www.californiacityfinance.com/index.php> are included as an attachment to this report.

As general-purpose taxes, TOT measures require a simple majority (50%+1 vote) to pass.

Redondo Beach Hotel Feedback

Leading up to the November report, staff contacted the Redondo Beach Tourism Management District (RBTMD) and hotel operators for their input on the matter. Staff mentioned reaching out to the hotels with which the City has a site-specific tax agreement, and Council requested staff return with that group's feedback. Staff spoke with the representatives the investment firm (Mogul) that owns and manages these properties. Mogul indicated that they do not consider TOT increases, especially at rates consistent with or closely matching the nearby market, to impact hotel performance. They also indicated that the TOT rate is not something they would consider as an important factor in evaluating sites for new hotel development.

Citywide Hotel Worker Minimum Wage Increase

On May 27, 2025, the City of Los Angeles passed amendments to its Hotel Worker Minimum Wage Ordinance (HWMO), including increases to the minimum wage for hotel workers, an hourly benefit payment, and training for covered hotel workers. These changes apply to City of Los Angeles hotels with 60 or more rooms. The increases became effective starting July 1, 2025 (with the new minimum wage rate being set at $22.50 per hour), with annual scheduled annual increases to $30 per hour on July 1, 2028. The wage would then increase annually by CPI in July in following years. The wage increase was reinstated in September following a June referendum petition against the ordinance, which the Los Angeles City Clerk determined was insufficient.

Council requested that staff review potential impacts to the Redondo Beach hotels related to these increases, which would be effective coincident with a proposed TOT increase. While the HWMO does not apply directly to Redondo Beach hotels, as they are outside of the City of Los Angeles, there could be related increased wage pressure as hotels seek to retain staff.

Staff reviewed literature related to the effect of local wage increases on surrounding areas. There are numerous studies, often with conflicting results regarding local wage measures' impact on wages and employment, both for the implementing location and surrounding areas. While evidence is mixed, most results suggest that local wage increases do impact the surrounding areas, with wages in these areas increasing relative to where they were before the nearby increase, but by a smaller margin than in the target market.

One study reviewed attempts to look specifically at the wage impact on surrounding areas, and finds that the impact depends on both how integrated the labor markets are and the size of the increase. The study shows that more integrated labor markets and larger wage changes are associated with a stronger effect on surrounding areas. Based on this assumption, it is likely that the Los Angeles City hotel wage will have some impact to Redondo Beach hotel labor costs. However, as this is pressure that will affect neighboring cities to the same or a similar extent, it should not put Redondo Beach at a competitive disadvantage in the local market. Therefore, staff does not consider this to be a significant factor in evaluating a proposed TOT increase.

Ballot Measure

Staff has prepared a proposed ballot measure including revised ordinance language. Ballot measure text commonly includes detail to frame the measure and provide voters with information regarding use of resulting revenue, who pays the tax, and the estimated amount raised. Staff has prepared the draft language below, which is also included in the attached Draft Resolution. Staff has also included sample language from other recent municipal TOT measures.

Proposed TOT Ballot Measure Language:

> "To maintain critical City services, such as street and pothole repair, police and fire 911 emergency response and preparedness, park and landscape maintenance, senior and youth recreation programs; and for general government use; shall the City of Redondo Beach Ordinance raising the transient occupancy tax, paid only by hotel and lodging guests, from 12% to up to 15%, providing an estimated $750,000 of revenue annually per 1% increase, and all funds staying local, be adopted?"

As discussed at the November meeting, setting a not to exceed rate in the Ordinance provides Council the ability to set a rate at or below the maximum amount, if voters approve the measure.

As currently drafted, Council would also set the tax increase effective date following the measure's passage. Council could alternatively choose to identify an effective date in the measure. For the City's 2005 TOT Measure, the ballot measure language included an effective date of July 1, 2005 following a March 8, 2005 election.

Utility Users Tax

In 2022, the City of Santa Barbara billed streaming services providers Hulu, BAMtech, and Disney for unpaid taxes related to the City's video users' tax. The providers appealed the action, first through an independent hearing officer, and then to a trial court. In December 2025, the California Court of Appeal in the Second Appellate District, Division Six affirmed the initial judgment in favor of the City of Santa Barbara. The Case, broadly, defines the term "channel" as well as "video services" to provide clarity in what had been considered a grey area in the application of UUT. The decision provides a confirmed Ordinance application useful in forming and enforcing UUT with regard to

streaming services. Lastly, the Court of Appeal resolved constitutional concerns raised in parallel proceedings. The Court's opinion is included as an attachment. The Appellate Court granted a motion for rehearing on January 12, 2026, and on January 30, 2026 affirmed the decision. The appellants have until April 1, 2026 to appeal the decision to the California Supreme Court.

The City's UUT consultant, Avenu, has mentioned this case as potentially setting a precedent that would allow cities to collect UUT from streaming service providers, similar to the way the law currently applies to cable providers. While UUT remains a significant General Fund revenue source, revenue has flattened in the past five years, in part, due to an ongoing decrease in cable subscriptions. Levying UUT to streaming services would require review and potential revision of the City's UUT Ordinance titled "Telephone, Gas, Electricity, Water, and Video Users' Tax Law" in Chapter 9 of the Redondo Beach Municipal Code, with specific focus on section 8-9.09, Video Users' Tax. The current video users' tax rate is 4.75% of charges made for video services.

Pending the final outcome of the Santa Barbara case, and Council direction, staff would review the City's UUT Ordinance, with consultant support, to identify whether the City's ordinance would need to change to accommodate the collection of UUT from streaming services. While the proposed changes to the City's Ordinance would not necessarily change the tax rate, because they could be viewed to expand who pays the video tax, staff anticipates the ordinance revisions would be subject to Proposition 218 requirements (established in Article XIII C of the California Constitution) and therefore require voter approval. If Council directs staff to proceed with this review, the City could present updates to the UUT Ordinance to the voters along with a proposed TOT Measure in March of 2027.

In its November 18, 2025 administrative report, staff identified the June 2, 2026 statewide primary election as a possible date to place the proposed TOT tax measure before the voters. After further review, the only way the City can include a tax measure on a ballot that is not part of its regular general election cycle (March) is if the City Council were to also unanimously declare a fiscal emergency. Staff does not recommend that action at this time, and therefore proposes the TOT measure be scheduled for consideration by voters as part of the City's March 2, 2027 election.

If Council concurs with this schedule, staff will return with an item in the fall to formally place the TOT ballot measure on the City's March 2027 election.

COORDINATION

This report was coordinated with the City Manager's Office, the City Clerk's Office, the City Treasurer's Office, and the City Attorney's Office.

FISCAL IMPACT

Should Council direct staff to pursue an update to the current TOT rate, it is estimated that each 1% increase in the City's TOT rate would increase annual General Fund revenue by $750,000. Revenue impacts associated with changes to the City's UUT Ordinance require further study.

APPROVED BY:
Mike Witzansky, City Manager

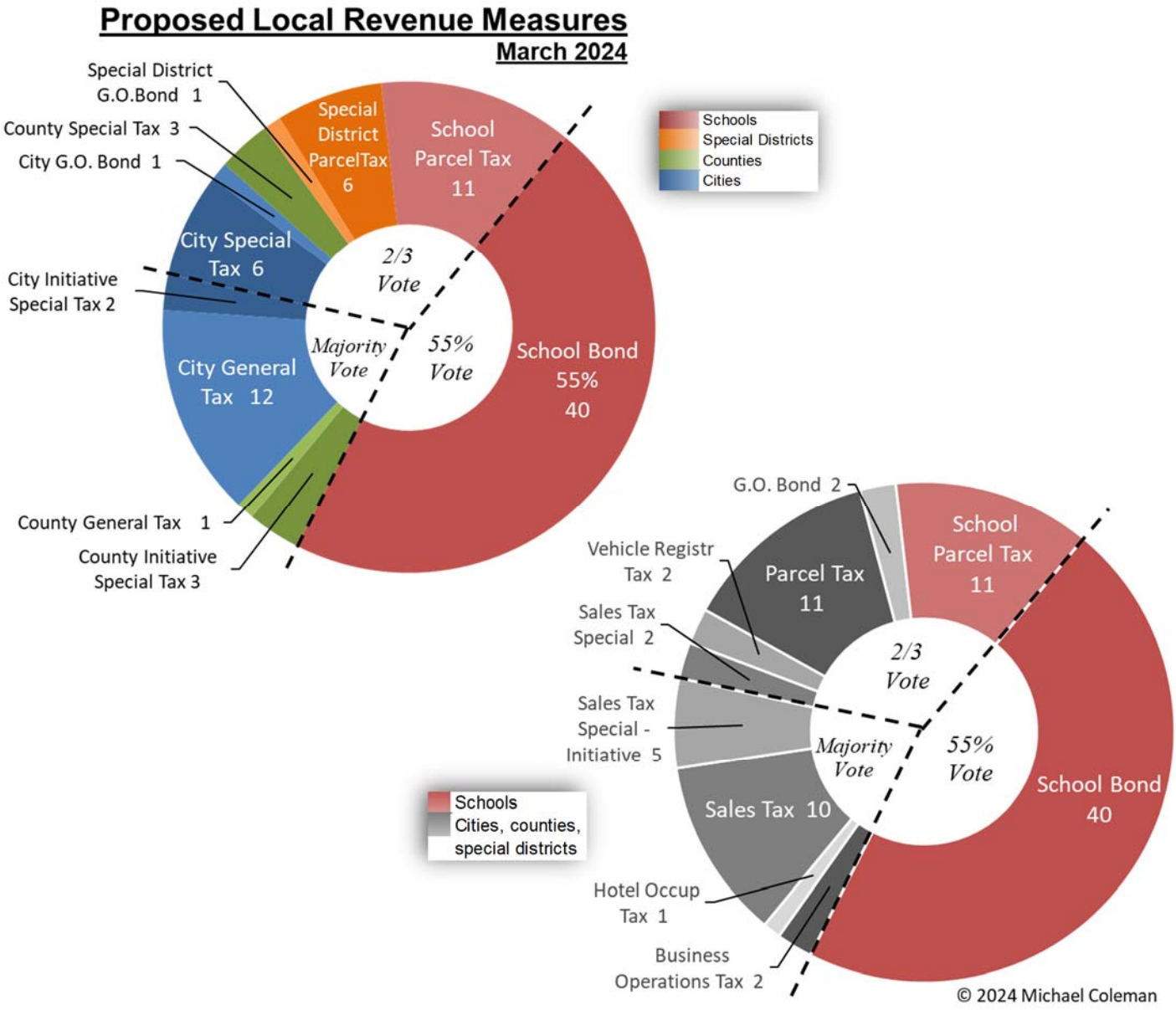
ATTACHMENTS

- March 2024 California Election Results - The California Local Government Finance Almanac <https://www.californiacityfinance.com/index.php>), April 5, 2024
- November 2024 California Election Results - The California Local Government Finance Almanac <https://www.californiacityfinance.com/index.php>), December 6, 2024
- Reso - DRAFT TOT Ballot Measure
- Reso - DRAFT Exhibit A - Ordinance Amendment
- Reso - No. CC-0412-146 Submitting a TOT Ballot Measure to Redondo Beach Voters on March 5, 2005
- Tax Measure Ballot Measure Examples (Source: Balletopedia)
- Disney Platform Distribution, Inc. v. City of Santa Barbara Second Appellate District Ruling, December 17, 2025
- Redondo Beach Municipal Code - Title 8, Chapter 9

Local Revenue Measure Results
March 2024

There were over 130 local measures on the March 5, 2024 election in California. Among these were 86 measures affecting local taxes, fees or charges.

Among the 86 measures were 51 school measures including 40 school bond measures seeking a total of $3.9 billion in school construction bond financing. There were 35 city, county and special district fiscal measures including 18 majority vote measures and 17 special taxes and bond measures requiring two-thirds voter approval. Among these were 17 add-on sales tax measures and 11 parcel taxes.



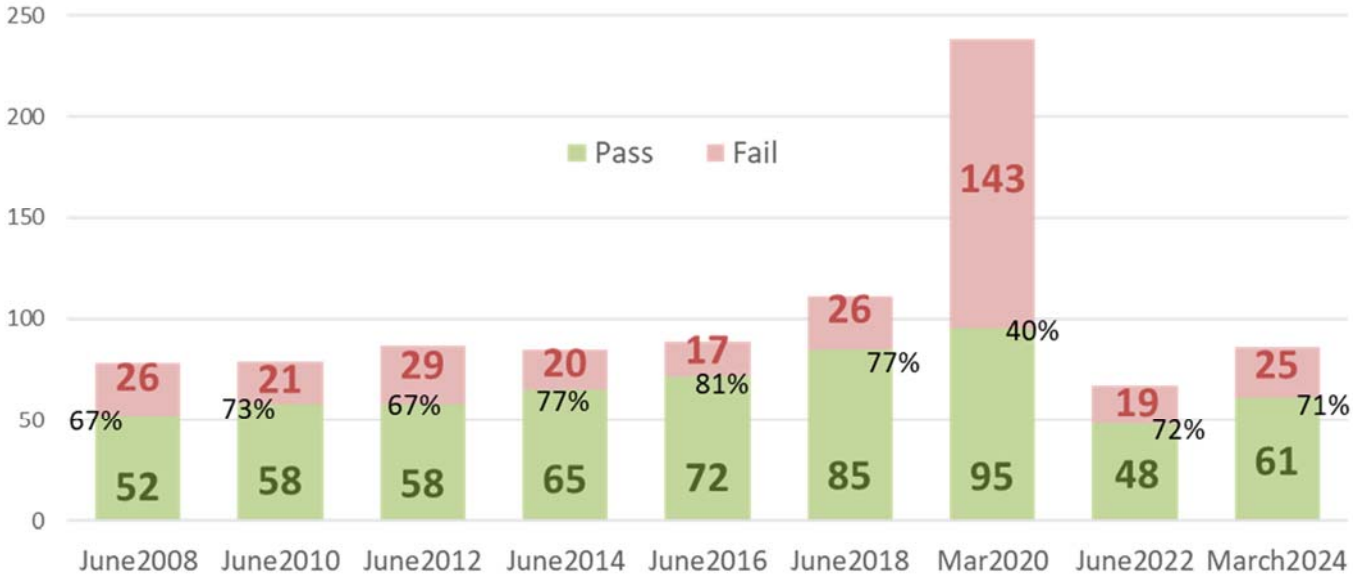
2217 Isle Royale Lane • Davis, CA • 95616-6616
Phone: 530.758.3952 • Fax: 530.758.3952

Election Results

With over 7.7 million votes cast and about 56,000 votes still to count statewide, most contests can be called. With millions of ballots counted after the initial election night returns, eight tax or bond measures flipped, seven from fail to pass, one from pass to fail.

Local Revenue Measures March 2024

	Total	Pass	Passing
City General Tax (Majority Vote)	12	10	83%
County General Tax (Majority Vote)	1	1	100%
City Init. Special Tax (Majority Vote)*	2	2	100%
County Init. Special Tax (Majority Vote)*	3	2	67%
City SpecialTax or G.O.bond (2/3 Vote)	7	4	57%
County Spec.Tax, G.O.bond (2/3 Vote)	3	1	33%
SpecDistrict Tax, G.O.bond (2/3 Vote)	7	7	100%
School ParcelTax (2/3 vote)	11	10	91%
School Bond (55% vote)	40	24	60%
Total	86	61	71%



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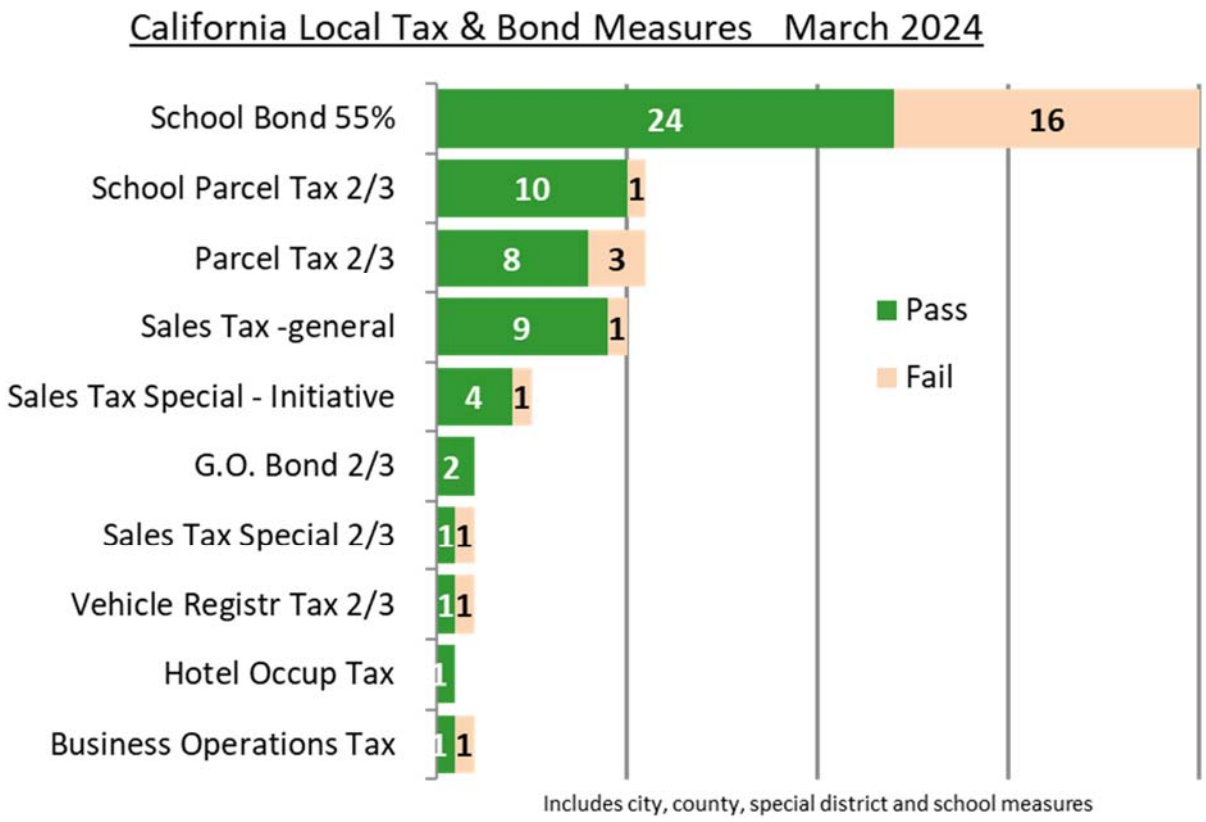
Local Revenue Measures in California

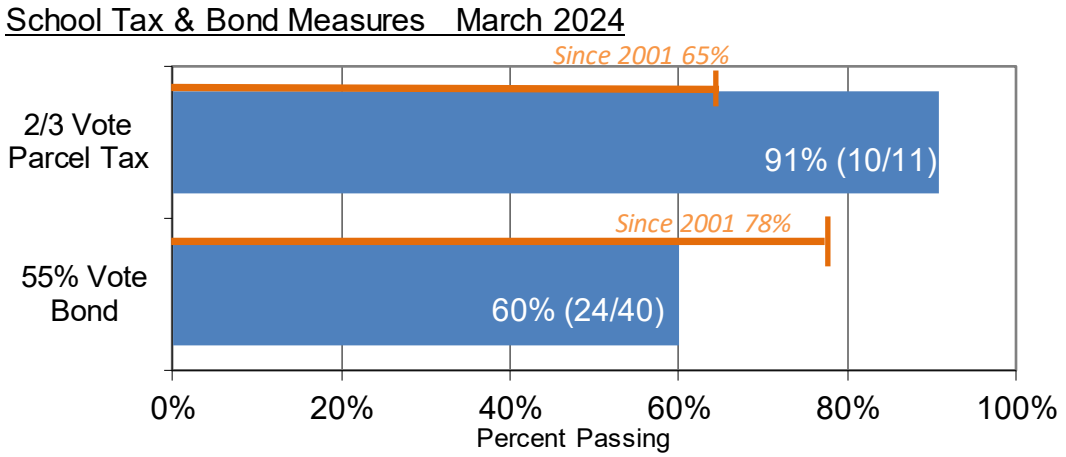
	June2014		June2016		June 2018		March 2020		June 2022		**March 2024**	
City General Tax (majority vote)	8/8	100.0%	13/13	100.0%	17/18	94.4%	23/34	67.6%	2/5	40.0%	**10/12**	**83.3%**
County General Tax (majority vote)	/		0/2	0.0%	7/10	70.0%	3/9	33.3%	4/4	100.0%	**1/1**	**100.0%**
Special District Fee (majority vote)	/		/		1/1	100.0%	/		/		**/**	
City Initiative Special Tax (majority vote)			/		1/1	100.0%	/		/		**/**	
County Initiative Special Tax (majority vote)			/		/		/		0/1	0.0%	**2/3**	**66.7%**
Special District Initiative Special Tax (majority vote)			/		/		/		1/1	100.0%	**/**	
City SpecialTax or G.O.bond (2/3 vote)	8/11	72.7%	7/10	70.0%	6/9	66.7%	8/16	50.0%	7/9	77.8%	**4/7**	**57.1%**
County Special Tax (2/3 vote)	2/5	40.0%	1/5	20.0%	0/2	0.0%	0/4	0.0%	4/6	66.7%	**1/3**	**33.3%**
Special District (2/3 vote)	9/12	75.0%	2/6	33.3%	9/18	50.0%	3/26	11.5%	7/12	58.3%	**7/7**	**100.0%**
School Parcel Tax (2/3 vote)	5/5	100.0%	7/7	100.0%	10/11	90.9%	14/28	50.0%	7/7	100.0%	**10/11**	**90.9%**
School Initiative ParcelTax (majority vote	/		/		1/1	100.0%	/		0/1	0.0%	**/**	
School Bond 2/3 vote	1/1	100.0%	1/1	100.0%	0/2	0.0%	1/2	50.0%	0/1	0.0%	**/**	
School Bond 55% vote	32/43	74.4%	41/45	91.1%	33/38	86.8%	43/119	36.1%	16/20	80.0%	**24/40**	**60.0%**
Total	65/85	76.5%	72/89	80.9%	85/111	76.6%	95/238	39.9%	48/67	71.6%	**61/86**	**70.9%**



School Measures: Bonds and Parcel Taxes

School bonds are used for capital facilities and involve a borrowing that is paid back over time with an increase in the *ad valorem* property tax rate. The passage rate this election for school bonds is lower than in prior elections.

Parcel taxes are non-*ad valorem* (rate per parcel) taxes. Proceeds from parcel taxes may be used to pay for operations.



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School Parcel Taxes ✓

Parcel taxes are non ad-valorem taxes on property (rate per parcel). Proceeds from parcel taxes may be used to pay for operations.

In this election, there were eleven school parcel tax measures including eight extensions / increases of existing rates. All but one passed. Two measures that were trailing after initial election night tallies passed after all votes were counted.

School Parcel Taxes (2/3 voter approval)

Agency Name	County			Rate	Term	YES%	
Berkeley Unified School District	Alameda	Measure H	extend	$0.54/sf/yr	8 yrs	88.1%	PASS
Happy Valley Elementary School District	Santa Cruz	Measure G	extend	$99/yr	8 yrs	84.0%	PASS
Albany Unified School District	Alameda	Measure G	extend	$0.55/sf/yr	none	78.8%	PASS
Alameda Unified School District	Alameda	Measure E		$0.585/sf/yr	9 yrs	76.0%	PASS
Martinez Unified School District	Contra Costa	Measure C	extend	$75/yr	8 yrs	75.0%	PASS
Cotati-Rohnert Park Unified School District	Sonoma	Measure A	extend	$89/yr	8 yrs	75.0%	PASS
Jefferson Elementary School District	San Mateo	Measure C	extend	$88/yr	9 yrs	69.8%	PASS
Petaluma City (Elementary) School District	Sonoma	Measure E		$89/yr	8 yrs	68.5%	PASS*FLIP*
Davis Joint Unified School District	Yolo / Solano	Measure N	extend	$768/yr	none	68.2%	PASS
Manhattan Beach Unified School District	Los Angeles	Measure MB	extend	$225/yr	6 yrs	67.8%	PASS*FLIP*
Petaluma Joint Union High School District	Sonoma / Marin	Measure B		$89/yr	8 yrs	63.4%	FAIL

School Bonds ✓

There were 40 local school bonds on the ballot this election, all requiring 55 percent approval. Just 24 passed, approving a total of $2.962 billion in bond financing for new school facilities. Two measures that were trailing after election night tallies passed when all votes were counted. The Wheatland UHSD SFID#1 measure failed by just 8 votes.

School Bond Measures

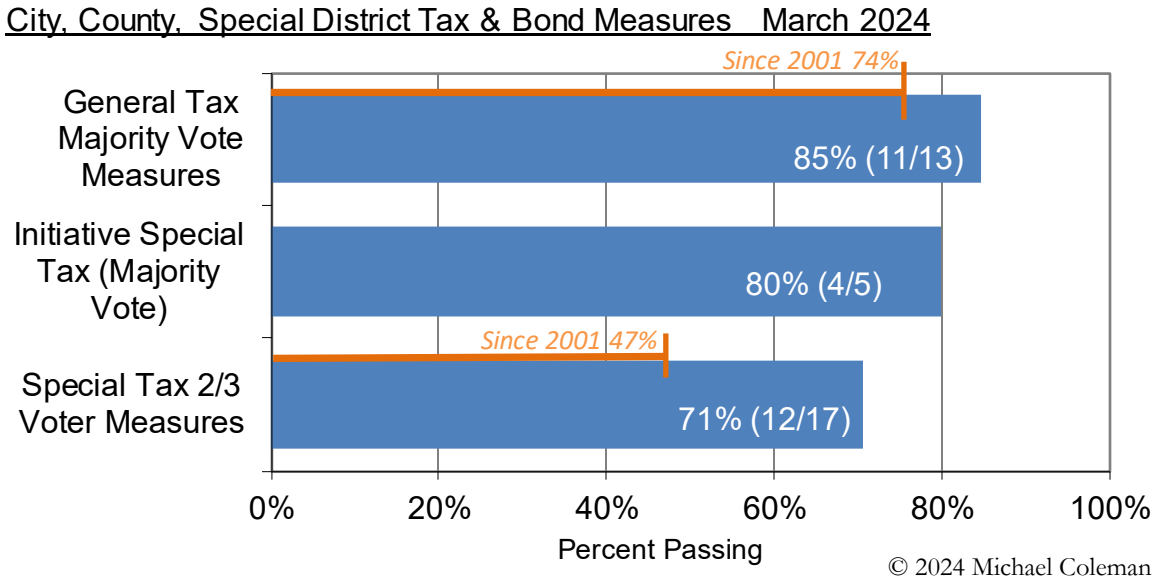
School District	County	Measure	Amount	Rate	YES%	
Arcata School District	Humboldt	Measure B	$ 12,500,000	$30/$100k	73.4%	PASS
Twin Ridges Elementary School	Nevada	Measure A	$ 2,600,000	$30/$100k	72.1%	PASS
Moraga School District	Contra Costa	Measure D	$ 52,000,000	$30/$100k	67.4%	PASS
Pacific Elementary School District	Santa Cruz	Measure J	$ 675,000	$18/$100k	67.1%	PASS
Sunnyvale School District	Santa Clara	Measure C	$ 214,000,000	$15/$100k	67.0%	PASS
Hueneme Elementary School District	Ventura	Measure C	$ 53,700,000	$30/$100k	66.4%	PASS
Woodside Elementary School District	San Mateo	Measure E	$ 36,000,000	$30/$100k	65.4%	PASS
Live Oak Elementary School District	Santa Cruz	Measure H	$ 44,000,000	$30/$100k	64.6%	PASS
Hayward Unified School District	Alameda	Measure I	$ 550,000,000	$60/$100k	64.1%	PASS
Fowler Unified School District	Fresno	Measure G	$ 44,000,000	$50/$100k	62.6%	PASS
Benicia Unified School District	Solano	Measure C	$ 122,500,000	$60/$100k	62.4%	PASS
San Leandro Unified School District	Alameda	Measure J	$ 174,000,000	$37/$100k	62.3%	PASS
Culver City Unified School District	Los Angeles	Measure E	$ 358,000,000	$60/$100k	61.9%	PASS
Garvey School District	Los Angeles	Measure G	$ 60,000,000	$30/$100k	61.7%	PASS
Pacifica School District	San Mateo	Measure G	$ 70,000,000	$30/$100k	61.2%	PASS
Pacific Elementary School District	Santa Cruz	Measure I	$ 1,300,000	$30/$100k	60.6%	PASS
San Carlos School District	San Mateo	Measure H	$ 176,000,000	$30/$100k	59.4%	PASS
Rincon Valley Union School District	Sonoma	Measure G	$ 65,600,000	$30/$100k	59.4%	PASS
South Whittier School District	Los Angeles	Measure K	$ 37,500,000	$30/$100k	58.5%	PASS
Antioch Unified School District	Contra Costa	Measure B	$ 195,000,000	$48/$100k	57.9%	PASS
Desert Sands Unified School District	Riverside	Measure A	$ 675,000,000	$60/$100k	57.8%	PASS
Riverbank Unified School District	Stanislaus	Measure N	$ 2,100,000	$60/$100k	57.4%	PASS
Harmony Union School District	Sonoma	Measure D	$ 13,500,000	$30/$100k	56.6%	PASS*FLIP*
Fort Ross School District	Sonoma	Measure C	$ 2,100,000	$30/$100k	55.6%	PASS*FLIP*
Wheatland Union High School District SFID#1	Yuba	Measure T	$ 20,000,000	$30/$100k	54.7%	FAIL
Plumas Lake Elementary School District	Yuba	Measure W	$ 18,000,000	$30/$100k	54.1%	FAIL
Plumas Lake Elementary School District	Yuba	Measure V	$ 18,000,000	$30/$100k	53.9%	FAIL
Tamalpais Union High School District	Marin	Measure A	$ 517,000,000	$30/$100k	53.8%	FAIL
Sutter Union High School District	Sutter	Measure B	$ 13,800,000	$25/$100k	53.3%	FAIL
Plumas Lake Elementary School District	Yuba	Measure X	$ 18,000,000	$30/$100k	53.1%	FAIL
Mammoth Unified School District	Mono	Measure I	$ 70,000,000	$37/$100k	53.0%	FAIL
Santa Paula Unified School District	Ventura	Measure B	$ 36,000,000	$28/$100k	51.6%	FAIL
Santa Paula Unified School District	Ventura	Measure A	$ 55,900,000	$60/$100k	50.5%	FAIL
Kelseyville Unified School District	Lake	Measure Q	$ 35,500,000	$60/$100k	50.2%	FAIL

School Bond Measures

School District	County	Measure		Amount	Rate	YES%	
Delhi Unified School District	Merced	Measure E	$	17,000,000	$60/$100k	49.7%	FAIL
Howell Mountain Elementary School District	Napa	Measure D	$	9,000,000	$30/$100k	49.6%	FAIL
Chualar Union School District	Monterey	Measure O	$	5,600,000	$30/$100k	49.0%	FAIL
Mountain Empire Unified School District	San Diego	Measure B	$	20,000,000	$40/$100k	48.4%	FAIL
Wheatland Union High School District SFID#2	Yuba	Measure U	$	8,700,000	$28/$100k	42.4%	FAIL
Marysville Joint Unified School District	Butte / Yuba	Measure S	$	97,000,000	$49/$100k	37.2%	FAIL

City, County and Special District Measures

The passage rate of local non-school majority vote tax measures was better than prior elections.



General Obligation Bonds ✓

There were two non-school general obligation bonds. Both passed. The Pajaro Health Care District measure was failing after election night but has now passed with nearly all votes counted.

City, County and Special District General Obligation Bond Measures (2/3 vote)

Agency	County			Amount		Rate	YES%	
San Francisco	San Francisco	Measure A	$	300,000,000	Housing	$57/$100k	70.4%	PASS
Pajaro Valley Health Care District	Santa Cruz / Monterey	Measure N	$	116,000,000	Hospital	$24/$100k	68.2%	PASS *FLIP*

Parcel Taxes and Special Taxes (non-school) ✓

There were eleven non-school parcel taxes all placed on the ballot by city councils or special district governing boards, requiring two-thirds voter approval. All but three were extensions/increases of existing rates. Eight passed. The Rincon Ranch measure passed with 38 yes of 57 ballots, exactly two-thirds. The Orange Cove measure fell just two votes short of passage.

City, County and Special District Parcel Taxes (2/3 vote)

Agency Name	County			Amount	Purpose	Term	YES%	
Sierra City Fire District	Sierra	Measure B	extend	$60/yr	fire	none	92.4%	PASS
Highlands CSA (County Svc A	San Mateo	Measure B	extend	$65/yr	fire/police	4 yrs	87.8%	PASS
Downeyville Fire Protection Di	Sierra	Measure A	extend	$60/yr	fire	none	86.9%	PASS
Fieldbrook Glendale Communit	Humboldt	Measure C	extend	$95/yr	fire/EMS	10 yrs	86.5%	PASS
Bel Marin Keys Community Se	Marin	Measure G		$1800+/yr	waterways	21 yrs	79.6%	PASS
Ross	Marin	Measure E	extend	$1201.50+/yr	fire/police	10 yrs	78.1%	PASS
Piedmont	Alameda	Measure F	extend	$743-$1254/yr	general	4 yrs	75.9%	PASS
Rincon Ranch Community Ser	San Diego	Measure C		$250+$10/acre	roads		66.7%	PASS
Orange Cove	Fresno	Measure O	extend	$95/yr	fire/police	none	66.4%	FAIL
California City	Kern	Measure A	extend	$146/yr	general	5 yrs	42.0%	FAIL
Adelanto	San Bernardino	Measure U		$50to$600/acre	general	20 yrs	34.9%	FAIL

Local Add-On Sales Taxes (Transaction and Use Taxes) ✓

Voters in eight cities and one county unincorporated area considered general purpose majority vote add-on sales tax rates ranging from 1/2 percent to one percent. All but one passed. The City of Bell's measure, narrowly passing after election night, failed after all votes were counted.

Pomona voters considered dueling measures regarding the extension of their previously approved ¾ cent add-on transactions tax. Measure P prevailed, extending the ¾ percent tax without sunset.

Transactions and Use Tax (Add-on Sales Tax) - General Tax - Majority Approval

City	County	Measure	incr/e	Rate	Term	YES%	
Benicia	Solano	Measure B	$ -	3/4 cent	12 yrs	72.2%	PASS
Santa Cruz	Santa Cruz	Measure L	$ -	1/2 cent	none	61.7%	PASS
Westminster	Orange	Measure E	$ -	1/2 cent	none	61.6%	PASS
Chino	San Bernardino	Measure V	$ -	1 cent	none	60.2%	PASS
Pomona	Los Angeles	Measure P	extend	3/4 cent	none	60.1%	PASS
La Canada Flintridge	Los Angeles	Measure LCF	$ -	3/4 cent	none	59.0%	PASS
Pomona	Los Angeles	Measure X	reduce /extend	reduce by 1/4 to 1/2	none	54.8%	PASS
County of Santa Cruz - Uninc		Measure K	$ -	1/2 cent	none	54.6%	PASS
Grass Valley	Nevada	Measure B	$ -	3/8 cent	7 yrs	50.2%	PASS
Bell	Los Angeles	Measure I	$ -	3/4 cent	none	46.9%	FAIL *FLIP*

There were also two special add-on sales tax measures for specific purposes. Nevada City's measure for wildfire prevention and response passed.

Transactions and Use Tax (Add-on Sales Tax) - Special Tax - Two-Thirds Approval

Agency Name	County		Rate	Purpose	Term	YES%	
Nevada City	Nevada	Measure C	1/2 cent	Fire	5 yrs	69.2%	PASS
County of Plumas	Plumas	Measure A	3/4 cent	Sheriff		59.5%	FAIL

Five add-on sales tax measures were placed on the ballot by citizens' initiative. Under recent court rulings, the Proposition 218 state constitutional requirement for a two-thirds vote for a special tax does not apply to a measure placed on the ballot by citizens' initiative. Nevertheless, the measures in Amador City and Merced achieved more than two-thirds approval.

The sales tax for the California state university in Fresno County was defeated. This would have been an unprecedented use of local sales taxes for a state program.

Transactions and Use Tax (Add-on Sales Tax) - Initiative Special Tax - Majority Vote

Agency Name	County		Rate	Purpose	Term	YES%	
Amador City	Amador	Measure K	1/4 cent	Transportation	10 yrs	85.6%	PASS
Merced	Merced	Measure C	same 1/2 cent	Police/Fire/EMS ext to 2044		68.6%	PASS
County of Sonoma		Measure H	1/2 cent	Fire	none	61.7%	PASS
County of Calaveras		Measure A	1 cent	Fire	none	57.2%	PASS
County of Fresno		Measure E	1/4 cent	CalStateUniv	25yrs	42.6%	FAIL

Vehicle Registration Taxes ✓

Two counties submitted measures to continue existing local vehicle registration taxes used for abandoned vehicle abatement. Since Proposition 26 of 2010, these are now legally taxes - not fees - and require two-thirds voter approval to increase or extend. Mendocino's measure passed but Calaveras' measure narrowly failed.

Abandoned Vehicle Abatement Tax
(Fees prior to Prop26 of 2010) - 2/3 voter approval required

Agency Name	Measure	Rate	Term	YES%	Pass/Fail
County of Mendocino	Measure R	$1/veh	10 yrs	80.0%	PASS
County of Calaveras	Measure B	$1/veh	10 yrs	66.1%	FAIL

Business Operations Taxes ✓

Voters in the City of Sacramento rejected a revision of the City's business operations tax. Voters in Riverside approved a cannabis business tax.

Business License Tax Measures
General Business License Tax Revisions - Majority Vote General Use

Agency Name	County		Rate	Sunset	YES%	
City of Sacramento	Sacramento	Measure C	varies	none	38.5%	FAIL

Cannabis Tax - Majority Vote General Use

Agency Name	County		Rate	Sunset	YES%	
City of Riverside	Riverside	Measure B	10%grossRcpts	none	61.5%	PASS

Hotel Occupancy Tax ✓

A hotel occupancy tax increase was approved in the City of Benecia.

Hotel Occupancy Tax Tax Measures: Majority Vote General Use

Agency Name	County		Rate	Term	YES%	
Benicia	Solano	Measure A	by 4% to 13%	12 yrs	77.6%	PASS

Other Municipal Measures of Note ✓

Voters in five cities considered having city councils appoint city clerk and treasurer positions rather than having them elected. Only the measure in Martinez, with active support from that city's currently elected City Clerk, passed.

The City of Santa Clara remains the only city in California to elect its police chief. Voters in Lassen County turned back a proposal to improve the professionalism of important county financial functions by consolidating the Auditor, Controller, Tax Collector and Treasurer office and making that office appointed, rather than elected. The idea was not popular with the voters.

Appointed City Clerk / City Treasurer / etc.

Agency Name	County		Proposal	YES%	
Martinez	Contra Costa	Measure A	Appoint Clerk	65.7%	PASS
Loomis	Placer	Measure A	Appoint Clerk	49.9%	FAIL
Colton	San Bernardino	Measure T	Appoint Clerk	49.6%	FAIL
Los Banos	Merced	Measure G	Appoint Clerk & Treasurer	38.3%	FAIL
Santa Clara	Santa Clara	Measure A	Appoint Clerk	32.4%	FAIL
Santa Clara	Santa Clara	Measure B	Appoint Police Chief	27.6%	FAIL
County of Lassen		Measure T	Consolidate Auditor/ Controller/ TaxCollector/ Treasurer	22.2%	FAIL
County of Lassen		Measure U	Appoint Finance Director	26.0%	FAIL

Voters in Huntington Park agreed to a citywide public parking regulation study.

Parking

Agency Name	County		YES%	
Huntington Park	Los Angeles	Measure PP	68.1%	PASS

Proposal

To provide Huntington Park residents access to overnight parking, reduce 9-1-1 emergencies response times by preventing parking violations that block streets and make it difficult for ambulances, fire engines, police, paramedics and other emergency personnel to navigate city streets; improve trash collection and street sweeping services, shall Huntington Park be directed to conduct a citywide study to develop, implement and enforce a parking permit program on public streets to improve residents quality of life.

Voters in San Bernardino County Fire Protection Zone FP-5 turned back a referendum to repeal a $117 per parcel per year special parcel tax for fire services approved by voters in 2006.

Tax Repeal Referendum

Agency Name	County		YES%	
San Bernardino County Fire Protection District Service Zone FP-5	San Bernardino	Measure W	43.5%	FAIL

The community of Mountain House in San Joaquin County voted to become an incorporated city, Californias first new city since 2011.

City Incorporation

Mountain House NEW	San Joaquin	Measure D	90.9%	PASS

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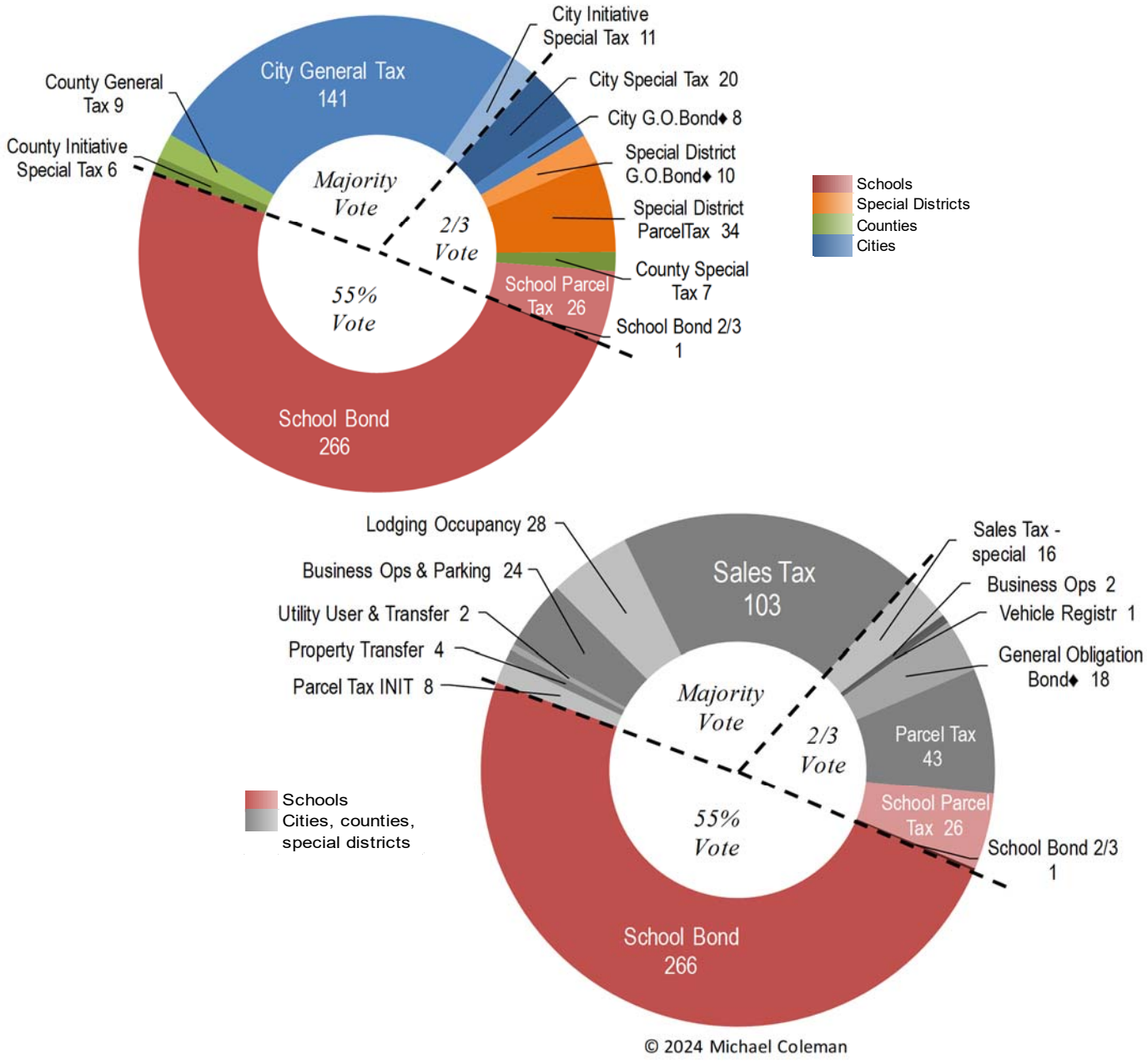
For more information: Michael Coleman 530-758-3952. coleman@muniwest.com

Local Revenue Measure Results
November 2024

There were over 700 measures on local ballots in California for the November 5, 2024 election including 539 local tax and bond measures. Well over half of these measures (293) were school● tax or bond measures. A third (180) were proposed by or for cities●. There were also 22 county● and 44 special district● measures. Among the measures were 285 general obligation bonds, 267 for schools. There were 119 measures to increase or extend local sales taxes, 77 parcel taxes, and 28 lodging occupancy tax increases.

Proposed Local Revenue Measures November 2024



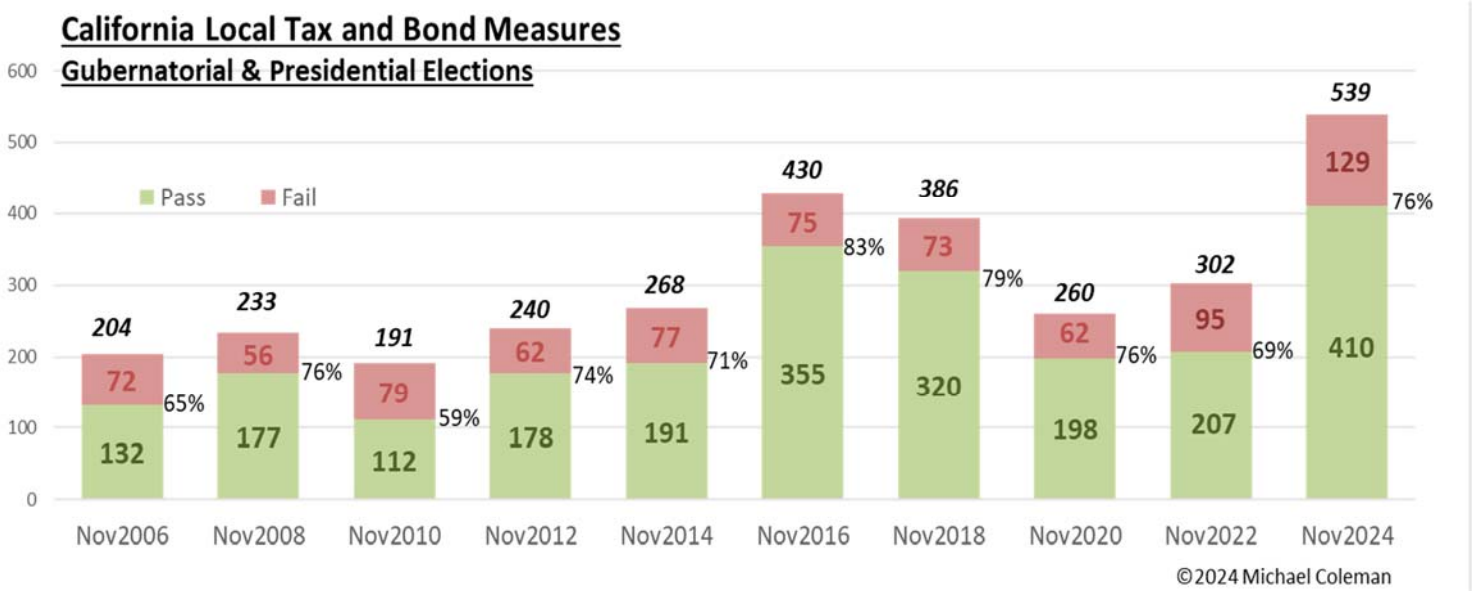
Overall Passage Rates

With final tallies completed, 410 of the 539 tax and bond measures passed. The overall (preliminary) 76% passage rate is within the range of the last few election cycles. With about 10 million ballots counted on election night, 388 measures were passing. But as an additional 6 million ballots were tabulated, some results shifted.

Local Revenue Measures November 2024

	Total	Pass	Passing%
City General Tax (Majority Vote)	141	121	86%
County General Tax (Majority Vote)	9	7	78%
City Initiative Special Tax -MajorityVote*	11	4	36%
County Init. Special Tax -Majority Vote*	6	5	83%
City SpecialTax or G.O.bond (2/3 Vote)	28	17	61%
County Spec.Tax, G.O.bond (2/3 Vote)	7	3	43%
SpecDistrict Tax, G.O.bond (2/3 Vote)	44	24	55%
School ParcelTax (2/3 vote)	26	24	92%
School Bond 2/3 vote	1	1	100%
School Bond 55% vote	266	204	77%
Total	539	410	76%

The City/County of San Francisco is counted as a city

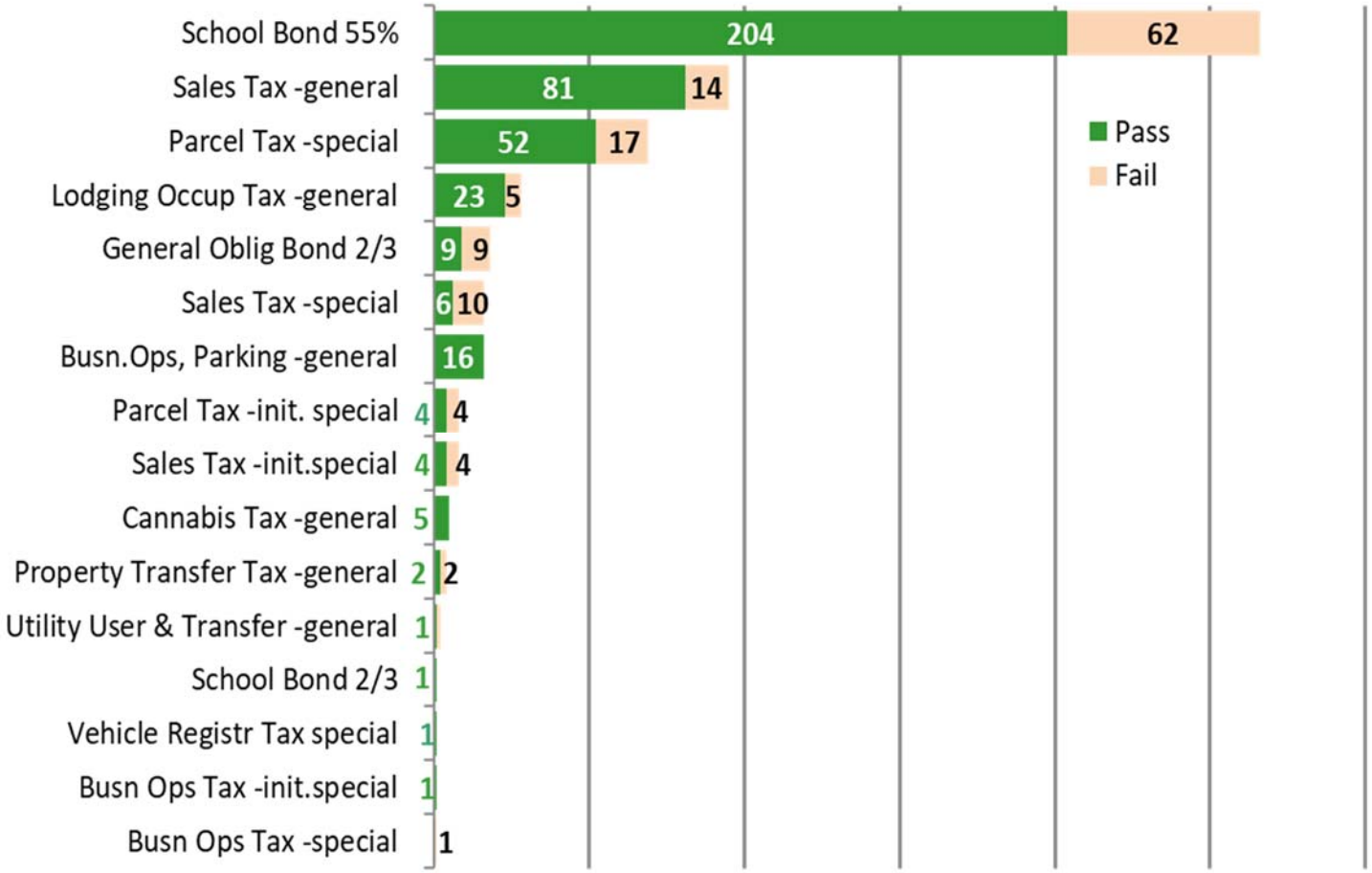


This is the largest number of local tax and bond measures passed at one election in California history. It was also the largest number proposed. This high number reflects a rebound from voter's fiscal anxiety coming through the Covid-19 pandemic. It does not necessarily indicate a trend. At this same election, Californians approved Proposition 2, a $10 billion education school bond that will provide matching funds for many local school projects. In March 2020, as the pandemic emerged, voters defeated a $15 billion state bond proposal and most local school construction bonds. In the lingering anxiety from the pandemic, local agencies have been reluctant to go to voters with tax and bond measures since.

Measure Outcome by Category

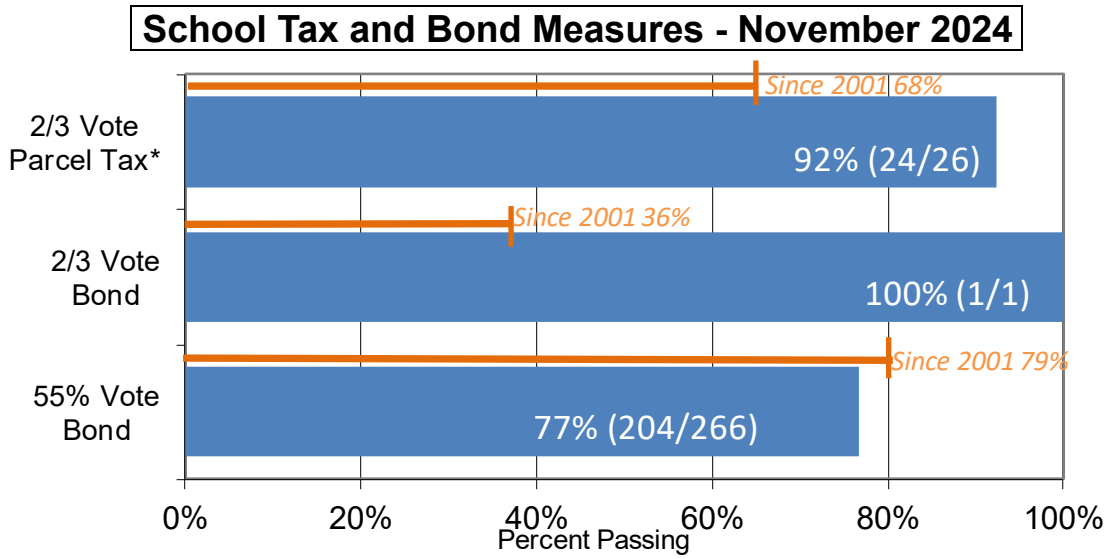
Most school bond measures are designed to meet the tax rate limits in the California Constitution for approval with 55 percent of voters. 205 of 267 school bond measures passed (including one two-thirds vote measure), a 77 percent passage rate that is typical of elections prior to the pandemic in 2022. Majority-vote general purpose tax measures, mostly sales tax increases were common and did well. Two-thirds vote special taxes and non-school bonds not so well.

Passing and Failing Measures by Type November 2024



School Measures

There were 267 school bond measures this election, all but one requiring 55% voter approval. Pleasant View Elementary School District's Measure J exceeds the tax rate limits stipulated in Proposition 39 (2000) to be passed with 55% approval. It still passed with more than the two-thirds approval it needed. Voters approved $45.4 billion of local school construction bonds of the $50 billion proposed from $9 billion for Los Angeles Unified School District, $790 million for San Francisco Unified School District, and $3.5 billion for San Diego Community College District. The Kingsburg High School (Fresno) and Elverta (Sacramento) measures each failed by just three votes. Weed Elementary (Siskiyou) failed by four votes.



School Bonds ✓

School District	County	Measure		Amount	Tax Rate	YES%	
Earlimart Elementary SD	Tulare	H	$	8,500,000	$30/$100k	**81.6%**	PASS
San Ysidro SD SFID#1	San Diego	MM	$	12,900,000	$30/$100k	**78.0%**	PASS
Merced Community College D	Merced	P	$	46,000,000	$17/$100k	**76.8%**	PASS
Local Public Schools Funding Authority (JF	Los Angeles	LP	$	89,000,000	$16/$100k	**76.8%**	PASS
Delano Union Elementary SD	Kern	J	$	41,800,000	$25/$100k	**76.4%**	PASS
Palm Springs Unified SD	Riverside	S	$	465,000,000	$40/$100k	**74.8%**	PASS
Paramount Unified SD	Los Angeles	Q	$	190,000,000	$60/$100k	**74.6%**	PASS
Greenfield Unified SD	Kern	L	$	25,000,000	$30/$100k	**74.6%**	PASS
Sacramento City Unified SD	Sacramento	D	$	543,000,000	$35/$100k	**74.1%**	PASS
San Francisco Unified SD	San Francisco	A	$	790,000,000	$13/$100k	**72.9%**	PASS
Pacific Grove Unified SD	Monterey	B	$	78,000,000	$32/$100k	**72.9%**	PASS
Los Nietos SD	Los Angeles	RU	$	28,500,000	$30/$100k	**72.7%**	PASS
Orchard SD	Santa Clara	GG	$	30,000,000	$12/$100k	**72.5%**	PASS
Albany Unified SD	Alameda	L	$	63,800,000	$60/$100k	**72.2%**	PASS
Los Nietos SD	Los Angeles	ST	$	26,500,000	$28/$100k	**72.1%**	PASS
San Marino Unified SD	Los Angeles	M	$	200,000,000	$60/$100k	**71.8%**	PASS
Pleasant View Elementary SD	Tulare	J	$	3,000,000	$59/$100k	**71.6%**	PASS
Keyes Union SD	Stanislaus	U	$	8,500,000	$29/$100k	**71.3%**	PASS
Pittsburg Unified SD	Contra Costa	P	$	140,000,000	$60/$100k	**71.2%**	PASS

School District	County	Measure		Amount	Tax Rate	YES%	
Menlo Park City SD	San Mateo	U	$	123,600,000	$19/$100k	**70.7%**	PASS
Bayshore Elementary SD	San Mateo	HH	$	12,500,000	$30/$100k	**70.6%**	PASS
Pomona Unified SD	Los Angeles	UU	$	385,000,000	$60/$100k	**70.6%**	PASS
Mount Pleasant Elementary SD - renovatior	Santa Clara	T	$	24,000,000	$26/$100k	**70.5%**	PASS
Cotati-Rohnert Park Unified SD	Sonoma	BB	$	91,500,000	$35/$100k	**70.4%**	PASS
Perris Elementary SD	Riverside	H	$	38,000,000	$30/$100k	**70.3%**	PASS
Mount Pleasant Elementary SD - STEAM	Santa Clara	S	$	28,000,000	$29/$100k	**70.1%**	PASS
Moreno Valley Unified SD	Riverside	X	$	240,000,000	$40/$100k	**69.7%**	PASS
Long Beach Community College D	Los Angeles	AC	$	990,000,000	$25/$100k	**69.3%**	PASS
Glendale Community CD	Los Angeles	GCC	$	600,000,000	$25/$100k	**69.2%**	PASS
Weaver Union SD	Merced	K	$	20,000,000	$28/$100k	**69.0%**	PASS
Parlier Unified SD	Fresno	P	$	14,100,000	$60/$100k	**69.0%**	PASS
Santa Ana Unified SD	Orange	I	$	355,000,000	$30/$100k	**68.9%**	PASS
Colton Joint Unified SD	SanBernardino Riverside	BB	$	225,000,000	$40/$100k	**68.6%**	PASS
Modesto City Elementary SD	Stanislaus	X	$	85,000,000	$29/$100k	**68.5%**	PASS
Compton Community CD	Los Angeles	CC	$	200,000,000	$20/$100k	**68.5%**	PASS
Victor Valley Union High SD - upgrades	San Bernardino	X	$	180,000,000	$23/$100k	**68.2%**	PASS
Heber Elementary SD	Imperial	H	$	4,000,000	$29/$100k	**68.1%**	PASS
Los Angeles Unified SD	Los Angeles	US	$	9,000,000,000	$25/$100k	**68.0%**	PASS
Mission Union Elementary SD	Monterey	N	$	1,500,000	$30/$100k	**67.9%**	PASS
Riverbank Unified SD	Stanislaus	E	$	21,600,000	$53/$100k	**67.7%**	PASS
Whittier City SD	Los Angeles	W	$	99,000,000	$30/$100k	**67.7%**	PASS
Newark Unified SD	Alameda	O	$	205,000,000	$50/$100k	**67.6%**	PASS
South Bay Union SD - Repair	San Diego	QQ	$	58,000,000	$30/$100k	**67.6%**	PASS
Buena Park SD	Orange	M	$	84,000,000	$30/$100k	**67.5%**	PASS
New Haven Unified SD	Alameda	N	$	272,000,000	$60/$100k	**67.5%**	PASS
Redondo Beach Unified SD	Los Angeles	S	$	278,000,000	$30/$100k	**67.5%**	PASS
Bonny Doon Elementary SD	Santa Cruz	L	$	7,000,000	$30/$100k	**67.5%**	PASS
Buttonwillow Unified SD	Kern	I	$	4,000,000	$15/$100k	**67.5%**	PASS
Victor Valley Union High SD - overcrowdir	San Bernardino	A	$	180,000,000	$23/$100k	**67.5%**	PASS
Roseland SD	Sonoma	M	$	12,000,000	$30/$100k	**67.3%**	PASS
Petaluma Elementary SD	Sonoma	Z	$	70,000,000	$30/$100k	**67.0%**	PASS
Anaheim Union High SD	Orange	K	$	496,000,000	$30/$100k	**66.9%**	PASS
Folsom Cordova SD SFID#4 Elementary	Sacramento	R	$	144,000,000	$60/$100k	**66.9%**	PASS
San Jacinto Unified SD	Riverside	C	$	78,000,000	$60/$100k	**66.9%**	PASS
Tustin Unified SD	Orange	J	$	261,000,000	$30/$100k	**66.9%**	PASS
Sierra Unified SD	Fresno	U	$	24,150,000	$45/$100k	**66.9%**	PASS
Manhattan Beach Unified SD	Los Angeles	RLS	$	200,000,000	$32/$100k	**66.7%**	PASS
Lancaster SD	Los Angeles	LS	$	122,100,000	$30/$100k	**66.7%**	PASS
San Lorenzo Unified SD	Alameda	Q	$	195,000,000	$60/$100k	**66.5%**	PASS
Fontana Unified SD	San Bernardino	I	$	408,000,000	$52/$100k	**66.4%**	PASS
Jurupa Unified SD	Riverside	V	$	180,000,000	$40/$100k	**66.4%**	PASS
Los Gatos Union SD	Santa Clara	CC	$	163,000,000	$30/$100k	**66.4%**	PASS
Ceres Unified SD	Stanislaus	Y	$	114,000,000	$60/$100k	**66.4%**	PASS
Folsom Cordova SD SFID#4 Middle/High	Sacramento	S	$	144,000,000	$60/$100k	**66.3%**	PASS
San Gabriel Unified SD	Los Angeles	SG	$	178,000,000	$44/$100k	**66.3%**	PASS
Santa Barbara Community CD	Santa Barbara	P	$	198,000,000	3.50/$100k	**66.2%**	PASS
South Bay Union SD - STEAM	San Diego	PP	$	67,000,000	$30/$100k	**66.0%**	PASS
King City Union SD - rennovations	Monterey	K	$	19,800,000	$26/$100k	**65.8%**	PASS

School District	County	Measure		Amount	Tax Rate	YES%	
King City Union SD - safety/tech	Monterey	L	$	21,600,000	$29/$100k	**65.8%**	PASS
Merced City SD	Merced	O	$	80,000,000	$30/$100k	**65.8%**	PASS
Tamalpais Union High SD	Marin	B	$	289,000,000	$18/$100k	**65.8%**	PASS
Firebaugh-Las Deltas Unified SD	Fresno Madera	F	$	25,000,000	$60/$100k	**65.6%**	PASS
La Habra City SD	Orange	O	$	73,000,000	$25/$100k	**65.5%**	PASS
Bishop Elementary SD	Inyo	S	$	14,200,000	$18/$100k	**65.4%**	PASS
Pasadena Unified SD	Los Angeles	R	$	900,000,000	$59/$100k	**65.3%**	PASS
Owens Unified SD	Inyo	T	$	7,500,000	$49/$100k	**65.2%**	PASS
Rio Hondo Community College D	Los Angeles	RH	$	442,200,000	$25/$100k	**65.1%**	PASS
Belmont-RedwoodShores SD	San Mateo	P	$	171,000,000	$29/$100k	**65.1%**	PASS
Wasco Union High SD	Kern	D	$	35,400,000	$30/$100k	**64.9%**	PASS
Healdsburg Unified SD SFID#1	Sonoma	R	$	49,500,000	$29/$100k	**64.8%**	PASS
Campbell Union High SD	Santa Clara	P	$	474,000,000	$24/$100k	**64.7%**	PASS
San Jose Unified SD	Santa Clara	R	$	1,150,000,000	$60/$100k	**64.7%**	PASS
Brea Olinda Unified SD	Orange	H	$	160,000,000	$39/$100k	**64.6%**	PASS
East Whittier City SD	Los Angeles	C	$	97,000,000	$30/$100k	**64.5%**	PASS
Salida Union SD	Stanislaus	Q	$	16,000,000	$19/$100k	**64.5%**	PASS
Lemon Grove SD	San Diego	EE	$	30,000,000	$25/$100k	**64.5%**	PASS
Fresno Unified SD	Fresno	H	$	500,000,000	$60/$100k	**64.5%**	PASS
Banning Unified SD	Riverside	O	$	74,000,000	$51/$100k	**64.4%**	PASS
Stanislaus Union SD	Stanislaus	R	$	45,000,000	$29/$100k	**64.3%**	PASS
Fremont Unified SD	Alameda	M	$	919,000,000	$49/$100k	**64.3%**	PASS
Denair Unified SD	Stanislaus	Z	$	34,300,000	$60/$100k	**64.2%**	PASS
Central Unified SD	Fresno	X	$	109,000,000	$50/$100k	**64.2%**	PASS
Bishop Union High SD	Inyo Mono	R	$	46,300,000	$52/$100k	**64.1%**	PASS
Monterey Penninsula Unified SD	Monterey	A	$	340,000,000	$50/$100k	**63.9%**	PASS
San Ysidro SD SFID#2 improvement	San Diego	KK	$	68,500,000	$30/$100k	**63.9%**	PASS
Antelope Valley Joint Union High SD	LosAngeles Kern	AVH / C	$	398,000,000	$20/$100k	**63.8%**	PASS
Siskiyou Union High SD	Siskiyou	Z	$	22,000,000	$29/$100k	**63.8%**	PASS
Mountain View SD - SFID#3	San Bernardino	H	$	56,000,000	$26/$100k	**63.8%**	PASS
Chualar Union SD	Monterey	J	$	5,600,000	$30/$100k	**63.7%**	PASS
Tracy Unified SD	San Joaquin	O	$	190,000,000	$50/$100k	**63.7%**	PASS
El Monte Elementary SD	Los Angeles	ME	$	105,000,000	$30/$100k	**63.7%**	PASS
Burbank Unified SD	Los Angeles	ABC	$	458,205,000	$41/$100k	**63.7%**	PASS
Chico Unified SD	Butte	C	$	239,000,000	$60/$100k	**63.6%**	PASS
San Ysidro SD SFID#2 safety	San Diego	LL	$	66,500,000	$30/$100k	**63.4%**	PASS
Warner Unified SD	San Diego	TT	$	3,800,000	$38/$100k	**63.4%**	PASS
Pollock Pines Elementary SD	El Dorado	P	$	11,500,000	$30/$100k	**63.0%**	PASS
Santa Monica - Malibu Unified SD	Los Angeles	QS	$	495,000,000	$30/$100k	**62.9%**	PASS
Petaluma Joint Union High SD	Sonoma Marin	AA	$	159,000,000	$30/$100k	**62.9%**	PASS
Salinas Union High SD	Monterey	G	$	115,000,000	$19/$100k	**62.9%**	PASS
Dinuba Unified SD	Tulare Fresno	D	$	42,000,000	$60/$100k	**62.7%**	PASS
Soledad Unified SD	Monterey	E	$	42,000,000	$60/$100k	**62.6%**	PASS
Lemon Grove SD	San Diego	CC	$	30,000,000	$25/$100k	**62.5%**	PASS
Lynwood Unified SD	Los Angeles	U	$	200,000,000	$32/$100k	**62.4%**	PASS
Cottonwood Union SD	Shasta	E	$	21,700,000	$30/$100k	**62.4%**	PASS
Sebastopol Union SD	Sonoma	N	$	24,000,000	$29/$100k	**62.4%**	PASS
Santa Maria-Bonita SD	Santa Barbara	K	$	77,000,000	$30/$100k	**62.3%**	PASS
Armona Elementary SD	Kings	A	$	9,000,000	$29/$100k	**62.3%**	PASS
Santa Monica - Malibu Unified SD	Los Angeles	MM	$	395,000,000	$40/$100k	**62.3%**	PASS

School District	County	Measure		Amount	Tax Rate	YES%	
Hermosa Beach City SD	Los Angeles	HV	$	28,700,000	$13/$100k	**62.1%**	PASS
South Monterey County Joint Union High	Monterey SanBenito	H	$	35,000,000	$30/$100k	**61.8%**	PASS
South Monterey County Joint Union High	Monterey SanBenito	I	$	35,000,000	$30/$100k	**61.8%**	PASS
Chula Vista Elementary SD	San Diego	AA	$	360,000,000	$29/$100k	**61.7%**	PASS
Lone Pine Unified SD	Inyo	U	$	7,500,000	$27/$100k	**61.7%**	PASS
West Hills Community CD - Dist#2	Fresno Monterey SanBenito	C	$	19,000,000	$24/$100k	**61.6%**	PASS
Newman-Crows Landing Unified SD - repa	Stanislaus	T	$	27,000,000	$43/$100k	**61.4%**	PASS
Arcadia Unified SD	Los Angeles	AS	$	358,000,000	$60/$100k	**61.3%**	PASS
Lake Tahoe Unified SD	El Dorado	U	$	127,000,000	$35/$100k	**61.2%**	PASS
Fullerton SD	Orange	N	$	262,000,000	$30/$100k	**61.2%**	PASS
Sweeetwater Union High SD	San Diego	RR	$	647,000,000	$30/$100k	**61.1%**	PASS
Sierra Sands Unified SD	Kern SanBernardino	AA	$	42,000,000	$60/$100k	**61.1%**	PASS
Cupertino Union SD	Santa Clara	Z	$	347,000,000	$21/$100k	**61.1%**	PASS
Redlands Unified SD	San Bernardino	D	$	500,000,000	$45/$100k	**61.0%**	PASS
Rim of the World Unified SD	San Bernardino	E	$	71,000,000	$30/$100k	**60.9%**	PASS
Cabrillo Unified SD	San Mateo	K	$	153,400,000	$55/$100k	**60.9%**	PASS
McKinleyville Union SD	Humboldt	N	$	18,500,000	$29/$100k	**60.9%**	PASS
San Juan Unified SD	Sacramento	P	$	950,000,000	$60/$100k	**60.9%**	PASS
Tulare Joint Union High SD	Tulare Kings	E	$	80,000,000	$29/$100k	**60.9%**	PASS
Millbrae Elementary SD	San Mateo	J	$	95,000,000	$30/$100k	**60.8%**	PASS
Corning Union Elementary School	Tehama	J	$	13,700,000	$29/$100k	**60.7%**	PASS
Elk Grove Unified SD	Sacramento	N	$	542,000,000	$34/$100k	**60.7%**	PASS
Fruitvale SD	Kern	K	$	36,000,000	$30/$100k	**60.7%**	PASS
San Diego Community College D	San Diego	HH	$	3,500,000,000	$25/$100k	**60.6%**	PASS
Hughson Unified SD	Stanislaus	B	$	46,000,000	$60/$100k	**60.5%**	PASS
Kentfield SD	Marin	E	$	48,000,000	$29/$100k	**60.4%**	PASS
Bellevue Union SD	Sonoma	P	$	38,500,000	$30/$100k	**60.4%**	PASS
Morongo Unified SD	San Bernardino	C	$	88,300,000	$36/$100k	**60.4%**	PASS
Lake Elsinore Unified SD	Riverside	T	$	198,000,000	$28/$100k	**60.3%**	PASS
Konocti Unified SD	Lake	S	$	50,000,000	$60/$100k	**60.0%**	PASS
Lompoc Unified SD	Santa Barbara	M	$	160,000,000	$50/$100k	**59.7%**	PASS
Laton Joint Unified SD	Fresno Kings	L	$	9,700,000	$57/$100k	**59.6%**	PASS
Nuview Union SD	Riverside	K	$	15,000,000	$30/$100k	**59.5%**	PASS
Shasta Union High SD	Shasta	M	$	56,600,000	$14/$100k	**59.5%**	PASS
Newman-Crows Landing Unified SD - clas	Stanislaus	S	$	30,000,000	$45/$100k	**59.4%**	PASS
Hope SD	Santa Barbara	Y	$	40,300,000	$18/$100k	**59.4%**	PASS
San Joaquin Delta Community CD SFID#1	SanJoaquin Alameda Sacramento	K	$	598,000,000	$16/$100k	**59.2%**	PASS
Southwestern Community College D	San Diego	SW	$	800,000,000	$25/$100k	**59.0%**	PASS
Romoland SD	Riverside	I	$	58,455,000	$30/$100k	**58.9%**	PASS
Maxwell Unified SD	Colusa	A	$	9,100,000	$60/$100k	**58.8%**	PASS
Shaffer Elementary SD	Lassen	W	$	2,000,000	$30/$100k	**58.8%**	PASS
Aromas-San Juan Unified SD	SanBenito Monterey SantaCruz	D	$	44,000,000	$55/$100k	**58.7%**	PASS
Williams Unified SD	Colusa	B	$	23,000,000	$60/$100k	**58.6%**	PASS

School District	County	Measure		Amount	Tax Rate	YES%	
Cascade Union Elementary SD	Shasta	I	$	16,500,000	$28/$100k	**58.6%**	PASS
Travis Unified SD	Solano	R	$	65,000,000	$60/$100k	**58.3%**	PASS
Black Oak Min Unified SD	El Dorado	A	$	12,700,000	$40/$100k	**58.2%**	PASS
Oakdale Joint Unified SD	Stanislaus SanJoaquin	G	$	105,500,000	$58/$100k	**58.2%**	PASS
Riverside Community College D	Riverside	CC	$	954,000,000	$19/$100k	**58.1%**	PASS
Hanford Elementary SD	Kings	U	$	23,000,000	$18/$100k	**58.1%**	PASS
Colusa Unified SD	Colusa	C	$	13,800,000	$60/$100k	**58.0%**	PASS
Wright SD	Sonoma	X	$	29,200,000	$30/$100k	**58.0%**	PASS
Southern Kern Unified SD	Kern	H	$	59,000,000	$60/$100k	**58.0%**	PASS
Snowline Joint Unified SD	SanBernardino LosAngeles	J	$	70,600,000	$40/$100k	**57.9%**	PASS
San Marcos Unified SD	San Diego	JJ	$	324,000,000	$40/$100k	**57.8%**	PASS
Bella Vista Elementary SD	Shasta	G	$	4,400,000	$29/$100k	**57.7%**	PASS
Clovis Unified SD	Fresno	A	$	400,000,000	$50/$100k	**57.6%**	PASS
Sanger Unified SD	Fresno	M	$	175,000,000	$60/$100k	**57.6%**	PASS
Durham Unified SD	Butte	B	$	24,500,000	$60/$100k	**57.6%**	PASS
Galt Joint Union SD	Sacramento SanJoaquin	H	$	27,000,000	$30/$100k	**57.6%**	PASS
Fullerton Jount Union High SD	Orange LosAngeles	L	$	284,000,000	$21/$100k	**57.5%**	PASS
Delhi Unified SD	Merced	J	$	17,000,000	$60/$100k	**57.5%**	PASS
Palos Verdes Penninsula Unified SD	Los Angeles	SOS	$	297,800,000	$29/$100k	**57.4%**	PASS
Encinitas Union SD	San Diego	Z	$	158,300,000	$19/$100k	**56.9%**	PASS
Lassen View Elementary School	Tehama	K	$	3,500,000	$30/$100k	**56.8%**	PASS
Thermalito Union Elementary SD	Butte	D	$	6,800,000	$30/$100k	**56.8%**	PASS
Biggs Unified SD	Butte	A	$	16,500,000	$60/$100k	**56.7%**	PASS
Cutten SD	Humboldt	K	$	5,000,000	$30/$100k	**56.7%**	PASS
Oxnard Union High SD	Ventura	E	$	285,000,000	$18/$100k	**56.7%**	PASS
Atascadero Unified SD	San Luis Obispo	B	$	110,000,000	$46/$100k	**56.6%**	PASS
Lowell Joint SD	LosAngeles Orange	P	$	54,000,000	$30/$100k	**56.5%**	PASS
Piner-Olivet Union SD	Sonoma	K	$	29,500,000	$30/$100k	**56.3%**	PASS
Soquel Elementary SD	Santa Cruz	P	$	73,000,000	$30/$100k	**56.3%**	PASS
Menefee Union SD	Riverside	R	$	205,000,000	$30/$100k	**56.2%**	PASS
Los Altos SD	Santa Clara	EE	$	350,000,000	$30/$100k	**56.2%**	PASS
Burton Elementary SD	Tulare	G	$	7,100,000	$18/$100k	**56.2%**	PASS
Briggs Elementary SD	Ventura	G	$	4,900,000	$30/$100k	**56.0%**	PASS
Brawley Elementary SD	Imperial	L	$	20,000,000	$30/$100k	**55.9%**	PASS
State Center CCD	Fresno Madera Kings	Q	$	698,000,000	$20/$100k	**55.9%**	PASS
Martinez Unified SD	Contra Costa	O	$	90,000,000	$38/$100k	**55.8%**	PASS
Templeton Unified SD	San Luis Obispo	D	$	52,300,000	$60/$100k	**55.7%**	PASS
Mt San Antonio Community College D	Los Angeles	V	$	750,000,000	$15/$100k	**55.6%**	PASS
College of the Redwoods CCD	Humboldt DelNorte Trinity	I	$	120,000,000	$25/$100k	**55.5%**	PASS
Mammoth Unified SD	Mono	J	$	70,000,000	$37/$100k	**55.5%**	PASS
Lucia Mar SD	San Luis Obispo	H	$	143,220,000	$20/$100k	**55.3%**	PASS
Scotts Valley SD	Santa Cruz	O	$	85,000,000	$49/$100k	**55.3%**	PASS
Gateway Unified SD	Shasta	J	$	65,000,000	$49/$100k	**55.1%**	PASS
Bryon Union SD	Contra Costa	R	$	24,000,000	$18/$100k	**55.1%**	PASS
Kingsburg Joint Union High SD	Fresno Tulare Kings	K	$	20,000,000	$23/$100k	54.9%	FAIL
Elverta Joint Elementary SD	Sacramento Placer	J	$	4,300,000	$29/$100k	54.8%	FAIL
Weed Union Elementary SD	Siskiyou	Y	$	6,500,000	$30/$100k	54.8%	FAIL
Pajaro Valley Unified SD	SantaCruz Monterey	M	$	315,000,000	$60/$100k	54.7%	FAIL

School District	County	Measure		Amount	Tax Rate	YES%	
Ferndale Unified SD	Humboldt	J	$	9,800,000	$60/$100k	54.4%	FAIL
Imperial Unified SD	Imperial	K	$	70,000,000	$52/$100k	54.4%	FAIL
Oroville City Elementary SD	Butte	E	$	18,000,000	$21/$100k	53.8%	FAIL
Santa Maria Joint Union High SD	Santa Barbara	J	$	194,000,000	$24/$100k	53.4%	FAIL
Washington Union Elementary SD	Monterey	P	$	18,200,000	$19/$100k	53.3%	FAIL
Ripon Unified SD	San Joaquin	J	$	32,000,000	$30/$100k	53.1%	FAIL
Beaumont Unified SD	Riverside	E	$	148,000,000	$28/$100k	53.1%	FAIL
Alta Loma SD	San Bernardino	G	$	71,000,000	$30/$100k	53.1%	FAIL
Waterford Unified SD	Stanislaus	W	$	14,000,000	$43/$100k	52.9%	FAIL
Placer Union High SD SFID#3	Placer	H	$	21,000,000	$30/$100k	52.8%	FAIL
Santa Paula Unified SD - high school	Ventura	N	$	36,000,000	$24/$100k	52.6%	FAIL
Kelseyville Unified SD	Lake	R	$	36,000,000	$56/$100k	52.5%	FAIL
Columbia Elementary SD	Shasta	K	$	12,900,000	$30/$100k	52.4%	FAIL
Santee SD	San Diego	NN	$	30,620,000	$12/$100k	52.4%	FAIL
Red Bluff Jt Union High SD	Tehama Shasta	L	$	33,600,000	$30/$100k	52.2%	FAIL
College SD	Santa Barbara	L	$	18,000,000	$19/$100k	52.1%	FAIL
Napa Valley Unified SD SFID#1	Napa	B(sch)	$	230,000,000	$22/$100k	52.0%	FAIL
Santa Paula Unified SD - middle school	Ventura	M	$	28,400,000	$34/$100k	51.9%	FAIL
Ducor Elementary SD	Tulare	M	$	2,900,000	$30/$100k	51.9%	FAIL
Junction Elementary SD	Shasta	H	$	6,100,000	$23/$100k	51.3%	FAIL
Red Bluff Union Elementary	Tehama	M	$	19,000,000	$30/$100k	51.2%	FAIL
Pacheco Union SD SFID#1	Shasta	N	$	14,500,000	$30/$100k	51.2%	FAIL
Sutter Union High SD	Sutter	C	$	13,800,000	$25/$100k	51.2%	FAIL
Rancho Santiago Community CD	Orange	G	$	720,000,000	$25/$100k	51.0%	FAIL
Ackerman Charter SD	Placer	G	$	4,000,000	$27/$100k	51.0%	FAIL
Spreckels Union SD	Monterey	O	$	27,000,000	$30/$100k	51.0%	FAIL
Woodland Joint Unified SD	Yolo Sutter	P	$	160,000,000	$58/$100k	50.8%	FAIL
San Benito High SD - upgrades	SanBenito SantaClara	M	$	70,000,000	$19/$100k	50.7%	FAIL
Exeter Unified SD	Tulare	I	$	26,600,000	$45/$100k	50.5%	FAIL
Arcohe Union SD	Sacramento	M	$	5,800,000	$30/$100k	50.4%	FAIL
Windsor Unified SD	Sonoma	V	$	98,000,000	$48/$100k	50.3%	FAIL
Loomis Union SD	Placer	E	$	48,000,000	$27/$100k	50.2%	FAIL
Escalon Unified SD	San Joaquin	L	$	27,700,000	$29/$100k	50.0%	FAIL
Rosedale Unified SD	Kern	M	$	52,000,000	$19/$100k	50.0%	FAIL
Valley Center - Pauma Unified SD	San Diego	SS	$	84,600,000	$54/$100k	50.0%	FAIL
Fallbrook Union High SD	San Diego	BB	$	56,000,000	$24/$100k	49.8%	FAIL
San Benito High SD - vocational	SanBenito SantaClara	L	$	70,000,000	$19/$100k	49.7%	FAIL
Sequoia Union Elementary SD	Tulare	L	$	3,400,000	$30/$100k	49.7%	FAIL
Pleasant Ridge Elementary SD	Nevada	D	$	25,000,000	$30/$100k	49.2%	FAIL
Saugus Union SD	Los Angeles	N	$	187,000,000	$30/$100k	48.8%	FAIL
Del Norte Unified SD	Del Norte	H	$	59,000,000	$59/$100k	48.5%	FAIL
Pacheco Union SD SFID#2	Shasta	O	$	14,700,000	$30/$100k	48.1%	FAIL
Live Oak SD	Santa Cruz	N	$	45,000,000	$30/$100k	48.1%	FAIL
Bonsall Unified SD	San Diego	V	$	59,000,000	$40/$100k	48.0%	FAIL
Vacaville Unified SD	Solano	E	$	317,000,000	$48/$100k	48.0%	FAIL
Summerville Union High SD	Tuolumne	B	$	13,000,000	$17/$100k	47.9%	FAIL
Cajon Valley Union SD	San Diego	W	$	280,000,000	$27/$100k	47.7%	FAIL
Paradise Unified SD	Butte	G	$	43,000,000	$50/$100k	46.4%	FAIL
Ramona Unified SD	San Diego	GG	$	26,700,000	$59/$100k	45.5%	FAIL

School District	County	Measure		Amount	Tax Rate	YES%	
Wheatland Union HSD -SFID#1	Yuba	B	$	19,700,000	$27/$100k	44.3%	FAIL
Plumas Lake Elementary SD - STEAM	Yuba	E	$	18,000,000	$30/$100k	44.2%	FAIL
Plumas Lake Elementary SD - health/athlet	Yuba	F	$	18,000,000	$30/$100k	43.9%	FAIL
Plumas Lake Elementary SD - classrooms	Yuba	D	$	18,000,000	$30/$100k	43.3%	FAIL
Wheatland Union HSD -SFID#2	Yuba	A	$	9,000,000	$28/$100k	41.9%	FAIL
Wheatland Union HSD -SFID#1	Yuba	C	$	20,300,000	$27/$100k	40.2%	FAIL
Dehesa SD	San Diego	Y	$	3,300,000	$25/$100k	39.7%	FAIL
Alpine Union SD	San Diego	U	$	6,300,000	$30/$100k	39.4%	FAIL
Hilmar Unified SD	Merced	M	$	43,000,000	$56/$100k	31.2%	FAIL

School Parcel Taxes ✓

There were 26 school parcel tax measures including 17 extensions. All but two passed.

School Parcel Taxes - 2/3 voter approval

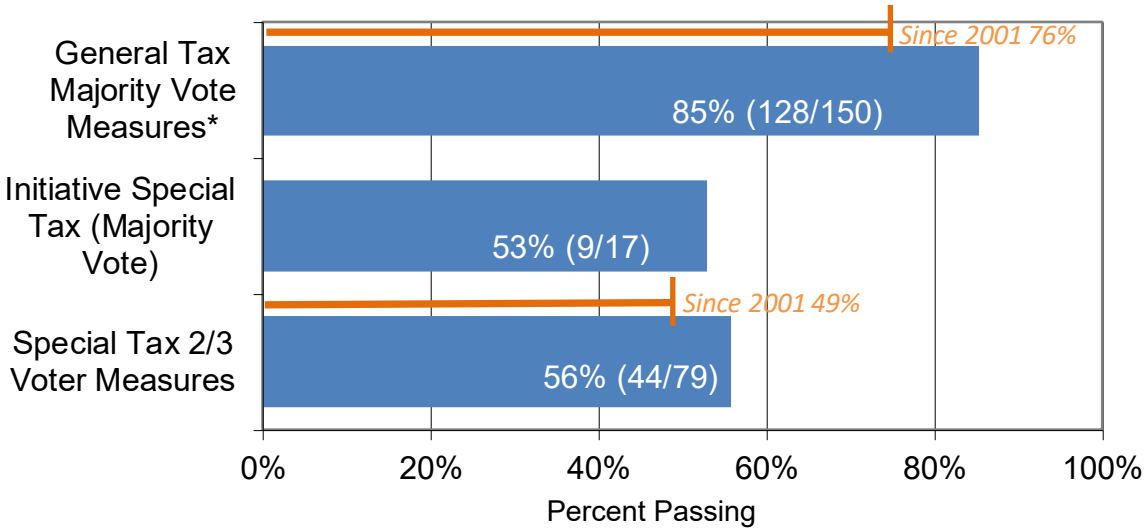
Agency Name	County	Title	Rate		Sunset	YES%	NO%	
Culver City Unified SD	Los Angeles	O	$189/parcel	extend	8yrs	**83.4%**	16.6%	PASS
Arcata Elementary SD	Humboldt	G	$69/parcel	extend	8yrs	**82.5%**	17.5%	PASS
Sunnyvale SD	Santa Clara	Y	$59/parcel	extend	8yrs	**82.2%**	17.8%	PASS
Piedmont Unified SD	Alameda	P	$0.50/sf	extend	8yrs	**81.1%**	18.9%	PASS
Local Classroom Funding Authority*	Los Angeles	CL	2¢+/SqFt resid, 7.5¢+/SqFt other	extend	none	**78.3%**	21.7%	PASS
Ravenswood City SD	San Mateo	S	$434+/parcel	extend	8yrs	**78.1%**	21.9%	PASS
Franklin-McKinley SD	Santa Clara	W	$192/parcel	extend	9yrs	**77.4%**	22.6%	PASS
Moreland SD	Santa Clara	U	$142/parcel	extend	8yrs	**77.2%**	22.8%	PASS
Woodside Elementary SD	San Mateo	Y	$367+/parcel	extend	12yrs	**75.6%**	24.4%	PASS
Mountain View Whisman SD	Santa Clara	AA	$0.15/sf cap:$1750	extend	8yrs	**75.3%**	24.7%	PASS
Jefferson Union High SD	San Mateo	Z	$95/parcel	extend	10yrs	**74.8%**	25.2%	PASS
San Ramon Unified SD	Contra Costa	Q	$144/parcel	extend	9yrs	**74.8%**	25.2%	PASS
Eastside Union High SD	Santa Clara	N	$49/parcel	new	5yrs	**72.9%**	27.1%	PASS
San Bruno Park SD	San Mateo	X	$68/parcel	new	8yrs	**72.8%**	27.2%	PASS
Bolinas-Stinson Union SD	Marin	C	$390+/parcel	new	5yrs	**72.0%**	28.0%	PASS
Burlingame SD	San Mateo	GG	14¢/sf	new	8yrs	**71.9%**	28.1%	PASS
Milpitas Unified SD	Santa Clara	Q	$119/parcel	new	8yrs	**71.3%**	28.7%	PASS
Union SD	Santa Clara	V	$148/parcel	extend	7yrs	**70.5%**	29.5%	PASS
Sausalito Marin City SD	Marin	G	15¢/sf	new	8yrs	**70.1%**	29.9%	PASS
Pacifica SD	San Mateo	EE	$98+/parcel	new	8yrs	**69.9%**	30.1%	PASS
Cabrillo USD	San Mateo	N	$198/parcel	extend	8yrs	**69.6%**	30.4%	PASS
Evergreen Elementary SD	Santa Clara	X	$125/parcel	extend	7yrs	**69.5%**	30.5%	PASS
Pasadena Unified SD	Los Angeles	EE	$90/parcel	new	8yrs	**69.4%**	30.6%	PASS
Lakeside Joint SD	SantaCruz SantaClara	HH	$647/parcel	extend	8yrs	**67.0%**	33.0%	PASS
Ventura Unified SD	Ventura	H	$59/parcel	extend	8yrs	66.5%	**33.5%**	FAIL
Waugh SD	Sonoma	L	$89/parcel	new	4yrs	62.7%	**37.3%**	FAIL

*JPA: Centinela Vy UHSD, Wiseburn SD, Hawthorne SD, Lawndale SD, Lennox SD

City, County and Special District Measures

Most non-school majority vote general tax measures are passed, meeting or surpassing the success of these sorts of measures compared to prior general elections. Of the 150 majority vote general tax measures, only 22 failed. As usual, special taxes, earmarked for specific purposes, did not fare as well.

City, County, Special District Tax and Bond Measures – November 2024



Local Add-On Sales Taxes (Transaction and Use Taxes) ✓

Voters in 91 cities and four counties (two unincorporated areas, two countywide) considered adding or extending general purpose majority vote add-on sales tax rates ranging from 0.25 percent to 1.75 percent. Eighty-one passed.

City	County	Measure	Rate	Annual $	incr/ext	Sunset	YES%	
Yucca Valley	San Bernardino	Measure Y	1/2cent	$ 3,000,000	extend	none	**83.2%**	PASS
Hayward	Alameda	Measure K1	1/2cent	$ 20,000,000	extend	20yrs	**83.1%**	PASS
West Hollywood	Los Angeles	Measure WH	1/4cent	$ 5,000,000	preempti	none	**82.0%**	PASS
La Mesa	San Diego	Measure L	3/4cent	$ 12,000,000	extend	20yrs	**81.4%**	PASS
El Cerrito	Contra Costa	Measure G	1cent	$ 4,000,000	extend	none	**80.9%**	PASS
Milpitas	Santa Clara	Measure J	1/4cent	$ 7,000,000	extend	8yrs	**80.2%**	PASS
Colma	San Mateo	Measure AA	1/2cent	$ 2,300,000	new	none	**79.2%**	PASS
Point Arena	Mendocino	Measure X	7/8cent	$ 90,000	increase	none	**78.8%**	PASS
Desert Hot Springs	Riverside	Measure P	1cent	$ 2,400,000	new	none	**78.4%**	PASS
Mill Valley	Marin	Measure L	1cent	$ 4,200,000	new	10yrs	**77.3%**	PASS
Marysville	Yuba	Measure G	1cent	$ 3,900,000	extend	none	**75.0%**	PASS
Escalon	San Joaquin	Measure P	1cent	$ 900,000	new	none	**74.4%**	PASS
Moreno Valley	Riverside	Measure U	1cent	$ 30,000,000	extend	none	**74.2%**	PASS
Cathedral City	Riverside	Measure W	1/2cent	$ 5,000,000	increase	none	**73.5%**	PASS
Chula Vista	San Diego	Measure P	1/2cent	$ 37,000,000	extend	10yrs	**73.4%**	PASS
Sebastopol	Sonoma	Measure U	1/2cent	$ 1,500,000	increase	12yrs	**72.1%**	PASS
Suisun City	Solano	Measure S	1.75cent	$ 6,766,000	increase/	15yrs	**72.1%**	PASS
Campbell	Santa Clara	Measure K	1/2cent	$ 7,000,000	increase	none	**72.1%**	PASS
Buena Park	Orange	Measure R	1cent	$ 20,000,000	new	none	**71.7%**	PASS
Lemon Grove	San Diego	Measure T	1cent	$ 5,957,000	new	10yrs	**71.6%**	PASS

City	County	Measure	Rate	Annual $	incr/ext	Sunset	YES%	
Loomis	Placer	Measure C	1/4cent	$ 925,000	extend	none	**71.4%**	PASS
Palm Springs	Riverside	Measure J	1cent	$ 22,000,000	extend	none	**70.9%**	PASS
Atascadero	San Luis Obispo	Measure L	1/2cent	$ 3,000,000	extend	none	**70.6%**	PASS
Oceanside	San Diego	Measure X	1/2cent	$ 19,000,000	extend	10yrs	**69.7%**	PASS
La Habra	Orange	Measure V	1cent	$ 15,600,000	increase/	none	**68.9%**	PASS
Artesia	Los Angeles	Measure AA	3/4cent	$ 2,500,000	new	none	**68.4%**	PASS
Fort Bragg	Mendocino	Measure T	3/8cent	$ 800,000	increase	none	**68.3%**	PASS
Ridgecrest	Kern	Measure V	1cent	$ 6,500,000	extend	none	**68.3%**	PASS
Seal Beach	Orange	Measure GG	1/2cent	$ 3,000,000	increase	none	**68.3%**	PASS
El Cajon	San Diego	Measure J	1/2cent	$ 13,000,000	extend	20yrs	**68.0%**	PASS
Irwindale	Los Angeles	Measure IR	1/4cent	$ 1,000,000	preempti	none	**67.9%**	PASS
Pinole	Contra Costa	Measure I	1/2cent	$ 2,500,000	increase	none	**67.9%**	PASS
County of Butte		Measure H	1cent	$ 44,000,000	new	none	**67.7%**	PASS
Azusa	Los Angeles	Measure ZZ	1/4cent	$ 2,500,000	preempti	none	**67.5%**	PASS
Lemoore	Kings	Measure S	1cent	$ 3,850,000	new	none	**67.5%**	PASS
Capitola	Santa Cruz	Measure Y	by 1/4 to 1/2cent	$ 2,200,000	increase	10yrs	**67.5%**	PASS
Trinidad	Humboldt	Measure L	3/4cent	???	extend	4yrs	**67.4%**	PASS
Downey	Los Angeles	Measure D	1/4cent	$ 6,000,000	increase	none	**67.3%**	PASS
Sutter Creek	Amador	Measure P	1cent	$ 579,000	new	none	**67.1%**	PASS
Clovis	Fresno	Measure Y	1cent	$ 28,000,000	new	none	**66.9%**	PASS
Orland	Glenn	Measure J	1/2cent	$ 1,500,000	increase	none	**66.8%**	PASS
Palm Desert	Riverside	Measure G	1cent	$ 25,000,000	new	none	**65.5%**	PASS
Brawley	Imperial	Measure J	1cent	$ 3,800,000	new	none	**65.5%**	PASS
Arcata	Humboldt	Measure H	3/4cent	$ 2,600,000	increase	none	**65.2%**	PASS
Lafayette	Contra Costa	Measure H	1/2cent	$ 2,400,000	new	7yrs	**65.1%**	PASS
Arroyo Grande	San Luis Obispo	Measure E	1cent	$ 6,000,000	increase	10yrs	**65.0%**	PASS
Apple Valley	San Bernardino	Measure P	1cent	$ 9,000,000	new	none	**64.3%**	PASS
Davis	Yolo	Measure Q	1cent	$ 11,000,000	increase	none	**64.2%**	PASS
Rio Vista	Solano	Measure K	1cent	$ 1,729,000	increase	5yrs	**64.0%**	PASS
Santa Barbara	Santa Barbara	Measure I	1/2cent	$ 15,600,000	increase	none	**63.4%**	PASS
County of Humboldt		Measure O	1cent	$ 24,000,000	increase	none	**63.4%**	PASS
Half Moon Bay	San Mateo	Measure R	1/2cent	$ 2,000,000	new	none	**63.2%**	PASS
California City	Kern	Measure N	1cent	$ 700,000	new	none	**62.9%**	PASS
Pismo Beach	San Luis Obispo	Measure F	1cent	$ 4,000,000	increase	12yrs	**62.5%**	PASS
South El Monte	Los Angeles	Measure SEM	1/4cent	$ 1,600,000	preempti	none	**62.3%**	PASS
Hanford	Kings	Measure H	1cent	$ 19,200,000	new	none	**62.3%**	PASS
Escondido	San Diego	Measure I	1cent	$ 28,000,000	new	20yrs	**61.1%**	PASS
San Marcos	San Diego	Measure Q	1cent	$ 20,000,000	new	10yrs	**60.4%**	PASS
Winters	Yolo	Measure S	1cent	$ 1,200,000	new	none	**60.3%**	PASS
Willows	Glenn	Measure I	1 ½ cent	$ 2,300,000	new	15yrs	**60.1%**	PASS
Yucaipa	San Bernardino	Measure S	1cent	$ 6,000,000	new	none	**60.0%**	PASS
Santa Paula	Ventura	Measure R	1cent	$ 4,500,000	increase	none	**60.0%**	PASS
Sonoma	Sonoma	Measure T	1/2cent	$ 3,000,000	increase	none	**58.5%**	PASS
Novato	Marin	Measure M	3/4cent	$ 10,300,000	increase	none	**57.9%**	PASS
Glendora	Los Angeles	Measure Z	1/4cent	$ 3,000,000	preempti	none	**57.7%**	PASS
Truckee	Nevada	Measure E	1/2cent	$ 3,500,000	increase	15yrs	**57.5%**	PASS
Manhattan Beach	Los Angeles	Measure MM	1/2cent	$ 5,000,000	new	none	**57.4%**	PASS
Cloverdale	Sonoma	Measure DD	3/4cent	$ 1,600,000	new	none	**57.0%**	PASS
San Ramon	Contra Costa	Measure N	1cent	$ 16,000,000	new	10yrs	**55.8%**	PASS
Napa	Napa	Measure G	1cent	$ 22,000,000	new	none	**55.8%**	PASS
El Monte	Los Angeles	Measure EM	by 1/4¢ to 3/4¢	$ 3,500,000	increase	none	**55.2%**	PASS
Palmdale	Los Angeles	Measure PD	1/4cent	$ -	preempti	none	**55.0%**	PASS
El Paso de Robles	San Luis Obispo	Measure I	1/2cent	$ 5,500,000	extend	none	**54.4%**	PASS

City	County	Measure	Rate	Annual $	incr/ext	Sunset	YES%	
Dixon	Solano	Measure J	1cent	$ 3,000,000	new	none	**54.0%**	PASS
Maricopa	Kern	Measure W	1cent	???	new	10yrs	**53.4%**	PASS
West Sacramento	Yolo	Measure O	1cent	$ 20,000,000	increase	none	**53.3%**	PASS
County of Monterey - Uninc		Measure AA	1cent	$ 29,000,000	new	none	**53.3%**	PASS
Yreka	Siskiyou	Measure V	1cent	$ 2,400,000	increase	none	**53.2%**	PASS
Lancaster	Los Angeles	Measure YM	max*	??	preempti	none	**52.2%**	PASS
Fontana	San Bernardino	Measure T	1cent	$ 46,000,000	new	none	**51.5%**	PASS
Manteca	San Joaquin	Measure Q	3/4cent	$ 13,000,000	increase	20yrs	**50.6%**	PASS
San Diego	San Diego	Measure E	1cent	$ 400,000,000	new	none	49.7%	FAIL
Yuba City	Sutter	Measure D	1cent	$ 17,500,000	new	none	49.1%	FAIL
Orange	Orange	Measure Z	1/2cent	$ 19,000,000	new	10yrs	48.9%	FAIL
Coalinga	Fresno	Measure J	1cent	$ 850,000	extend	14yrs	48.2%	FAIL
Grand Terrace	San Bernardino	Measure M	1cent	$ 1,000,000	new	none	48.2%	FAIL
Encinitas	San Diego	Measure K	1cent	$ 15,400,000	new	10yrs	48.1%	FAIL
Woodland	Yolo	Measure U	by 1cent to 1.75	$ 16,500,000	increase	8yrs	46.9%	FAIL
Pleasanton	Alameda	Measure PP	1/2cent	$ 10,000,000	new	10yrs	45.8%	FAIL
Gonzales	Monterey	Measure S	by 0.5 to 1.5cent	$ 800,000	increase	none	44.6%	FAIL
King City	Monterey	Measure T	by 0.5 to 1.5cent	$ 1,200,000	increase	12yrs	43.9%	FAIL
County of Tuolumne - Uninc		Measure Z	1cent	$ 6,200,000	new	20yrs	43.0%	FAIL
Hermosa Beach	Los Angeles	Measure HB	3/4cent	$ 3,000,000	new	20yrs	42.6%	FAIL
Fortuna	Humboldt	Measure P	by 3/4¢ to 1.5¢	$ 1,800,000	increase	8yrs	41.7%	FAIL
Upland	San Bernardino	Measure N	1cent	$ 20,000,000	new	???	34.8%	FAIL

There were sixteen add-on sales tax measures earmarked for specific purposes including five extensions of previously approved rates. The five extensions passed. All increases failed except a new one percent police/fire/EMX tax in Livingston.

Transactions and Use Tax (Add-on Sales Tax). Specific Use. 2/3 Vote.

Agency Name	County		Amount	Purpose	YES%	
Yucca Valley	San Bernardin	Measure Z	1/2cent	sewer	**82.2%**	PASS
Chowchilla	Madera	Measure N	1cent	police fire EMS	**81.5%**	PASS
Sanger	Fresno	Measure R	3/4cent	police/fire	**75.0%**	PASS
County of Napa (NapaVy Transp)		Measure U	1/2cent	transportation	**72.8%**	PASS
Livingston	Merced	Measure L	1cent	police fire EMS	**70.7%**	PASS
Sonoma County Library District		Measure W	1/8cent	libraries	**68.1%**	PASS
South Placer JPA (Lincoln, Rocklin, Roseville)	Placer	Measure B	1/2cent	roads	63.8%	FAIL
Red Bluff	Tehama	Measure R	3/4cent	roads	65.8%	FAIL
San Clemente	Orange	Measure BB	1/2cent	beaches	64.6%	FAIL
Gilroy	Santa Clara	Measure C	1/4cent	police fire	60.5%	FAIL
Williams	Colusa	Measure W	1/2cent	80%roads 10%parks 10%fire	58.7%	FAIL
County of Merced	Merced	Measure R	1/2cent	public safety	56.0%	FAIL
Mount Shasta	Siskiyou	Measure B	1cent	police fire	49.3%	FAIL
County of Plumas	Plumas	Measure D	3/4cent	sheriff	49.2%	FAIL
County of Lassen - Uninc		Measure V	1cent	public safety	46.1%	FAIL
County of Amador - Uninc		Measure Q	3/4cent	roads	43.2%	FAIL

There were also eight special sales tax measures qualified through citizen initiative. Under recent court rulings, these measures require majority voter approval for passage. Canyon Lake's measure was also a cannabis tax increase with restrictions on the spending for public safety services. It failed. Madera County's transportation sales tax is an extension of an existing rate.

Transactions and Use Tax (Add-on Sales Tax). Initiative Special. Majority Vote.

Agency Name	County		Amount	Purpose	YES%	
County of Sonoma INIT		Measure I	1/4cent	childcare	**62.8%**	PASS
Benicia INIT	Solano	Measure F	1/2cent	roads	**61.8%**	PASS
County of Los Angeles INIT		Measure A	by 1/4¢ to 1/2¢	homelessness	**57.8%**	PASS
County of Madera INIT		Measure T	1/2cent	transportation	**51.5%**	PASS
Canyon Lake INIT	Riverside	Measure Z	3/4cent	police fire EMS	49.8%	FAIL
County of San Diego INIT		Measure G	1/2cent	transportation	49.5%	FAIL
Santee INIT	San Diego	Measure S	1/2cent	fire EMS	47.7%	FAIL
Folsom INIT	Sacramento	Measure G	1cent	20%police,20%fire, 14%parks,15%street, 15%EcDev,15%CIP	37.8%	FAIL

Utility User Taxes ✓

Voters in Long Beach expanded their utility user tax to businesses but voters in McFarland rejected a new utility user tax there.

Utility User Taxes. General Use. Majority Vote.

City	County		Rate	Annual $		Sunset	YES%	
Long Beach	Los Angeles	Measure LB	5% on gas	$ 15,000,000	expand	none	**81.7%**	PASS
McFarland	Kern	Measure P	5% gas, electr, video, telecom	$ 750,000	-	none	36.1%	FAIL

Property Transfer Taxes ✓

Only charter cities may adopt property transfer taxes which are in lieu of the state statutory documentary transfer tax applicable in general law cities. Voters in the charter cities of Mountain View and Berkeley approved increases on taxes on transfers of real estate.

Property Transfer Tax measures in Saint Helena and Benicia were dependent on voter approval of those cities establishing city charters. Both failed.

City	County		Rate		Annual $	Sunset	YES%	
Mountain View	Santa Clara	Measure G	to $15/$1k >$6mAV	$	9,500,000	none	**72.3%**	PASS
Berkeley	Alameda	Measure W	2.5% if >$1.6m, 3% if >$1.9m,	$	4,000,000	none	**60.9%**	PASS
Benicia	Solano	Measure H	0.4%, 0.6% >$2m, 0.8%	$	850,000	none	41.8%	FAIL
Saint Helena	Napa	Measure A2	1.5%-3% >$3m	$	5,300,000	none	41.0%	FAIL

Transient (Lodging) Occupancy Taxes ✓

There were 28 measures to increase Transient (Lodging) Occupancy Taxes (TOT), all for general purposes (majority approval). Twenty-three passed. Avenal's unusual multi-tax measure failed (hotel occupancy tax, vacancy tax and business tax).

Agency Name	County		Rate		Annual $	Sunset	YES%	
Menlo Park	San Mateo	Measure CC	by 3.5% to 15.5%	$	3,600,000	none	**83.7%**	PASS
Fort Bragg	Mendocino	Measure U	by 2% to 14%	$	400,000	none	**81.5%**	PASS
Newark	Alameda	Measure LL	by 4% to 14%	$	2,100,000	none	**80.4%**	PASS
Pacifica	San Mateo	Measure M	by 3% to 15%	$	720,000	none	**77.1%**	PASS
Del Rey Oaks	Monterey	Measure R	by 4% to 14%	$	60,000	none	**76.4%**	PASS
Monterey Park	Los Angeles	Measure LG	by 1% to 13%	$	500,000	none	**76.2%**	PASS
Hemet	Riverside	Measure N	by 2% to 12%	$	200,000	none	**75.9%**	PASS
Carpenteria	Santa Barbara	Measure B	by 3% to 15%	$	750,000	none	**75.6%**	PASS
Dunsmuir	Siskiyou	Measure A	by 2% to 12%	$	60,000	none	**72.6%**	PASS
Del Mar	San Diego	Measure M	to short term rentals	$	775,000	none	**71.5%**	PASS
County of Alpine		Measure G	by 4% to 14%	$	400,000	none	**68.8%**	PASS
Fairfield	Solano	Measure M	by 2% to 12%	$	600,000	none	**67.9%**	PASS
Santa Rosa	Sonoma	Measure FF	by 2% to 11%	$	1,200,000	none	**67.6%**	PASS
Solvang	Santa Barbara	Measure E	by 2% to 14%	$	1,000,000	none	**67.2%**	PASS
County of Santa Barbara - Uninc		Measure H	by 2% to 14%	$	3,000,000	none	**67.1%**	PASS
Auburn	Placer	Measure F	by 2% to 10%	$	162,000	none	**65.5%**	PASS
Mammoth Lakes	Mono	Measure L	by 2% to 15%	$	4,000,000	none	**63.8%**	PASS
County of Mono - Uninc		Measure K	by 3% to 15%	$	1,100,000	none	**60.6%**	PASS
Rancho Cucamonga	San Bernardino	Measure Q	by 2% to 12%	$	1,000,000	none	**57.8%**	PASS
McFarland	Kern	Measure O	by 6% to 12%	$	500,000	none	**56.3%**	PASS
Buellton	Santa Barbara	Measure D	by 2% to 14%	$	600,000	25yrs	**54.2%**	PASS
Hollister	San Benito	Measure V	by 4% to 12%	$	300,000	none	**52.6%**	PASS
Coachella	Riverside	Measure Y	by 4% to 13%	$	350,000	none	**52.1%**	PASS
Mission Viejo	Orange	Measure Y	by 4% to 12%	$	670,000	none	46.7%	FAIL
Avenal	Kings	Measure B	TOT by 9% to 15%, vacancy tax, BLT	$	84,000	none	44.1%	FAIL
County of San Bernardino - uninc		Measure K	by 4% to 11%	$	9,400,000	none	43.4%	FAIL
Ukiah	Mendocino	Measure W	by 3% to 13%		???	none	42.0%	FAIL
Turlock	Stanislaus	Measure C	by 5% to 14%	$	1,100,000	none	37.6%	FAIL

Business Operations Taxes ✓

Thirteen cities proposed general revisions and updates of their business operations taxes. Berkeley and Santa Cruz voters approved taxes on sugary beverages. These are majority vote general purpose taxes.

Agency Name	County		Rate	Annual $	Sunset	YES%	
Belmont	San Mateo	Measure DD	various	$ 1,300,000	none	**83.7%**	PASS
Redwood City	San Mateo	Measure BB	head tax	$ 7,000,000	none	**82.6%**	PASS
Union City	Alameda	Measure QQ	various gr rcpts	$ 3,500,000	none	**81.6%**	PASS
Berkeley	Alameda	Measure Z	1¢/oz sugar beverage	$ 1,150,000	none	**79.9%**	PASS
South San Francisco	San Mateo	Measure W	various	$ 2,600,000	none	**79.7%**	PASS
Santa Monica	Los Angeles	Measure F	various	$ 3,000,000	none	**78.3%**	PASS
Paramount	Los Angeles	Measure LR	various	$ 350,000	none	**77.1%**	PASS
Foster City	San Mateo	Measure V	various	$ 1,400,000	none	**75.4%**	PASS
Scotts Valley	Santa Cruz	Measure X	$90/busn, various	$ 1,100,000	none	**72.1%**	PASS
Monterey Park	Los Angeles	Measure BE	$75min	$ 1,200,000	none	**70.5%**	PASS
Fairfield	Solano	Measure L	various	$ 1,000,000	none	**70.0%**	PASS
San Francisco	San Francisco	Measure M	various	$ 50,000,000	none	**69.2%**	PASS
Santa Rosa	Sonoma	Measure EE	various	$ 3,000,000	none	**64.6%**	PASS
Adelanto	San Bernardino	Measure R	various	$ 1,200,000		**63.9%**	PASS
Santa Cruz	Santa Cruz	Measure Z	2¢/oz sugar beverage	$ 1,300,000	none	**52.4%**	PASS

The City of Albany proposed a tax on the business of renting residential property with a tax rate of 0.36% of gross receipts for renting four or fewer units and 1% of gross receipts for renting five or more units. Proceeds were to be dedicated "to fund local tenant rental assistance programs, residential rental code enforcement, legal assistance for tenants and landlords, and to support rental providers to avoid financial hardship." The measure failed.

Business Opertions Tax (other than Cannabis). Specific Use. 2/3 Vote.

Agency Name	County		Amount	Purpose	YES%	
Albany	Alameda	Measure R	0.36% gr rcpts	renter assistance	44.9%	FAIL

San Francisco voters approved initiative Measure L, a tax on transportation network companies and autonomous vehicle businesses with the tax revenue dedicated to public transportation.

Business Opertions Tax. Initiative Special. Majority Vote.

Agency Name		Amount	Purpose	YES%	
San Francisco INIT	Measure L	• 1% on taxable gross receipts between $500,000.01 and $1 million • 2.5% on taxable gross receipts between $1,000,000.01 and $2.5 million • 3.5% on taxable gross receipts between $2,500,000.01 million and $25 million • 4.5% on taxable gross receipts over $25 million	public transportation	**56.2%**	PASS

Cannabis – Local Excise Taxes ✓

There were five measures taxing cannabis, all majority general purpose and all passing. Canyon Lake's Measure Z sales tax initiative also included a cannabis tax with proceeds earmarked for law enforcement. It failed. The others, placed on the ballot by their local agencies rather than citizen initiative, passed.

Agency Name	County		Rate	Annual $	Sunset	YES%	
San Pablo	Contra Costa	Measure M	7%grRcpt, $10/sf	$ 2,200,000	none	**73.8%**	PASS
Needles	San Bernardino	Measure O	5%grRcpts	???	???	**73.1%**	PASS
Visalia	Tulare	Measure O	10%grRcpts,	$ 500,000	none	**71.3%**	PASS
County of Stanislaus - uninc		Measure P	8%grRcpt, $8/sf	$ 1,700,000	none	**67.2%**	PASS
Duarte	Los Angeles	Measure QQ	10%grRcpts	$ 2,526,250	none	**52.1%**	PASS

Parking Taxes ✓

Voters in Santa Monica approved a tax on patrons of private parking lots to fund general city services. Oakland voters also approved extending their existing parking tax to fund law enforcement services as a part of a parcel tax extension (see parcel taxes).

Parking Tax. General Use. Majority Vote.

City	County		Rate	Annual $	Sunset	YES%	
Santa Monica	Los Angeles	Measure K	8%	$ 6,700,000	none	**74.3%**	PASS

Vehicle Registration Taxes ✓

Voters in Calaveras County approved a ten year extension of that county's abandoned vehicle abatement tax. The tax is a $1 per vehicle registration tax, $2 on commercial vehicles. State law requires the proceeds from such a tax to be used for abandoned vehicle abatement.

Abandoned Vehicle Abatement Tax (Fees prior to Prop26 of 2010). 2/3 Vote.

Agency Name		Amount	Purpose	sunse	YES%	
County of Calaveras	Measure C	$1/veh $3/commVeh	Abandoned vehicles	10yrs	**74.2%**	PASS

General Obligation Bonds ✓

There were 18 non-school general obligation bond measures totaling $2.4 billion. Nine passed, authorizing $1.6 billion in public facility construction and renovation bonds. If state Proposition 5 had passed on this election, lowering the approval threshold for these sorts of bonds to 55 percent, all but one of these bond measures would have passed. Proposition 5 failed.

Agency Name	County		Amount	Use	Tax Rate	YES%	
Cambria Community Health Care District	San Luis Obisp	Measure C	$ 5,900,000	hospital	$7.90/$100k	**76.8%**	PASS
Keyes Fire Protection District	Stanislaus	Measure H	$ 7,000,000	fire	$29/$100k	**74.3%**	PASS
Fulton-ElCamino Recreation and Park District	Sacramento	Measure Q	$ 24,000,000	parks/recreation	$19/$100k	**73.9%**	PASS
Pasadena	Los Angeles	Measure PL	$ 195,000,000	library	$29/$100k	**72.4%**	PASS
San Bruno	San Mateo	Measure Q	$ 102,000,000	streets/roads/fire	$30/$100k	**71.6%**	PASS
Redondo Beach	Los Angeles	Measure FP	$ 93,350,000	fire /police	$17/$100k	**71.4%**	PASS
San Francisco	San Francisco	Measure B	$ 390,000,000	hospitals, pedestrian safety projects, homeless shelters	$4/$100k	**71.2%**	PASS
Santa Clara	Santa Clara	Measure I	$ 400,000,000	various	$19/$100k	**69.4%**	PASS
Sacramento Metro Fire District	Sacramento Placer	Measure O	$ 415,000,000	fire	$19/$100k	**69.1%**	PASS
Pleasant Hill Recreation and Park District	Contra Costa	Measure S	$ 77,000,000	parks/recreation	$19/$100k	64.5%	FAIL
Orangevale Recreation and Park District	Sacramento	Measure L	$ 24,000,000	parks/recreation	$16/$100k	62.8%	FAIL
Fairfax	Marin	Measure J	$ 18,000,000	streets/roads	$30/$100k	62.0%	FAIL
Scotts Valley Fire Protection District	Santa Cruz	Measure S	$ 24,500,000	fire	$17/$100k	61.8%	FAIL
McFarland Recreation and Park District	Kern	Measure S	$ 15,000,000	parks/recreation	$23/$100k	60.3%	FAIL
Marina	Monterey	Measure U	$ 50,000,000	fire /police	$54.74/$100k	60.0%	FAIL
Sunnyvale	Santa Clara	Measure E	$ 290,000,000	library	$27.47/$100k	59.3%	FAIL
Central Fire District	Santa Cruz	Measure R	$ 221,000,000	fire	$29/$100k	57.5%	FAIL
Beach Cities Health District	Los Angeles	Measure BC	$ 30,000,000	hospital	$30/$100k	47.5%	FAIL

Parcel Taxes – Non-School ✓

There were 42 parcel tax measures for a variety of public services. Twenty-eight passed.

Agency Name	County		Amount	Purpose	YES%	
King of the Mountain Zone of Benefit	El Dorado	Measure H	by $300 to $550/parcel	roads	**86.7%**	PASS
Emerald Meadows Zone of Benefit	El Dorado	Measure K	$375+/parcel	drainage, lighting, landscape	**85.5%**	PASS
Penninsula Community Services District	Humboldt	Measure E	$155/SFDU	fire	**83.2%**	PASS
Stinson Beach Fire Protection I	Marin	Measure R	42¢/sf	fire EMS	**81.8%**	PASS
Mountains Recreation and Conservation Authority Div1	Los Angeles	Measure H	$65/parcel	habitat/wildlife	**80.9%**	PASS
Thornton Fire Protection Distri	San Joaquin	Measure S	8¢/sf	fire EMS	**79.0%**	PASS
Berkeley	Alameda	Measure X	by $0.06 to $0.34/sf	library	**78.6%**	PASS
Beyers Lane Community Service District	Nevada	Measure F	by $100 to $300/parcel	roads	**77.8%**	PASS
San Marino	Los Angeles	Measure SM		police, fire, EMS	**76.6%**	PASS
Berkeley	Alameda	Measure Y	by $0.0442 to $0.2652/sf	parks, landscaping	**75.2%**	PASS
Mountains Recreation and Conservation Authority Div2	Los Angeles	Measure GG	$38/parcel	habitat/wildlife	**75.0%**	PASS
Davis Library Community Facilities District	Yolo	Measure T	by $24.50 to $49/DU	library	**74.4%**	PASS
Sacramento	Sacramento	Measure E	$54.50/DU	library	**74.2%**	PASS
Santa Fe Springs	Los Angeles	Measure SFS	7+¢/sf commercial	roads	**73.7%**	PASS
Kneeland Fire Protection District	Humboldt	Measure D	$180/SFDU	fire	**73.7%**	PASS
Burney Fire Protection District	Shasta	Measure F	$75/SFDU	fire	**72.8%**	PASS
Mammoth Lakes Fire Protection District	Mono	Measure M	$98/parcel	fire	**72.4%**	PASS
Hickok Road Communidyt Services District	El Dorado	Measure T	by $200+ to $400+	roads	**72.4%**	PASS
Bear Valley Sommunity Healthcare District	San Bernardino	Measure U	$45/parcel	hospital	**72.2%**	PASS
Zayante Fire Protection District	Santa Cruz	Measure T	by $222 to $290/DU	fire	**71.7%**	PASS
Middle River Community Services District	Calaveras	Measure E	by $100 to $200/parcel	roads	**71.4%**	PASS

Agency Name	County		Amount	Purpose	YES%
Oakland	Alameda	Measure MM	$99+/SFDU	fire prevention	**71.2%** PASS
Greater Hayfork Valley Park and Recreation District	Trinity	Measure M	by $20 to $30/parcel	park recreation	**70.8%** PASS
Oakland	Alameda	Measure NN	$198/SFDU, 10% Parking	police	**70.8%** PASS
Albany	Alameda	Measure C	$0.017+/sf	sidewalks & pathways	**70.5%** PASS
Ryan Ranch Zone of Benefit	El Dorado	Measure E	$1000/parcel	roads	**69.3%** PASS
Puente Hills Habitat Preservation Authority	Los Angeles	Measure PH	1+¢/sf	habitat/wildlife	**68.1%** PASS
Tulelake Multi-County Fire Protection District	Modoc Siskiyou	Measure U	$75/parcel	fire	**66.9%** PASS
Walnut Drive Zone of Benefit	El Dorado	Measure C	by $360 to $685/parcel	roads	66.2% FAIL
West Stanislaus County Fire Protection District	Stanislaus	Measure V	$125/DU	fire	65.9% FAIL
Westside Community Health Care District	Stanislaus Merced	Measure A	$69+/parcel	EMS	63.5% FAIL
River Pines Zone of Benefit	El Dorado	Measure B	by $225 to $500/parcel	roads	63.0% FAIL
Ukiah Valley Fier District	Mendocino	Measure V	$33.50+/DU	fire	62.3% FAIL
North County Public Recreation District	Monterey	Measure EE	$82/parcel	parks, recereation	58.6% FAIL
Albion Little River Fire Protection District	Mendocino	Measure S	by $225 to $300+/DU	fire	56.7% FAIL
Pilot View Zone of Benefit	El Dorado	Measure G	$400/parcel	roads	45.9% FAIL
Broadmoor Police Protection I	San Mateo	Measure I	in ordinance	police	44.6% FAIL
Foresthill Fire Protection Distr	Placer	Measure D	$268+/parcel	fire EMS	44.0% FAIL
Blanchard Estates Zone of Ben	El Dorado	Measure J	$1000/parcel	road, drainage, landscape	40.0% FAIL
South Lake Tahoe	El Dorado	Measure N	$3k/DU, $6k+/DU	roads, housing	29.3% FAIL
Sundown Estates Zone of Bene	El Dorado	Measure M	by $250 to $350/DU	drainage	18.8% FAIL
Calvary Meadows Zone of Ben	El Dorado	Measure L	by $240 to $350/DU	drainage	0.0% FAIL

There were also eight citizen initiative parcel tax measures. Four passed.

Agency Name	County		Amount	Purpose	YES%	
Berkeley INIT	Alameda	Measure FF	$0.17+/sf	street, sidewalk, pathway	**60.9%**	PASS
County of Santa Cruz INIT		Measure Q	$87/parcel	water beaches wildfire	**60.2%**	PASS
County of Los Angeles INIT		Measure E	6¢+/sf	fire	**55.1%**	PASS
San Rafael INIT	Marin	Measure P	14.5¢/sf	Library / CommunityCenter	**52.0%**	PASS
Berkeley INIT	Alameda	Measure EE	$0.13+/sf	street, sidewalk, pathway	45.6%	FAIL
Sierra Madre INIT	Los Angeles	Measure PS	$480+/SDU	police fire EMS	44.9%	FAIL
National City - INIT	San Diego	Measure R	various	roads parks	33.7%	FAIL
Berkeley INIT	Alameda	Measure GG	$2.9647+/therm	building decarbonization	31.0%	FAIL

Other measures of Note

- Measures to impose term limits passed easily in ten cities and a school district. La Palma voters approved a measure to modify their term limit rules.
- There were 17 measures to convert elected city clerk or treasurer positions to appointed (by city council or manager). Eleven passed. Voters in Siskiyou County declined a proposal to appoint, rather than elect, their County Auditor-Controller.
- Bellflower becomes a charter city but Saint Helena and Benecia voters said ‘No’ when also offered property transfer tax measures.
- Voters in Stockton, forgetting one of the lessons of bankruptcy, approved a provision for binding arbitration for police and fire labor agreements in their city charter.
- A ballot-box-budgeting initiative in Pomona passed that requires ten percent of general revenues be dedicated to children and youth.
- Richmond approved rank choice voting.
- A water rate repeal referendum failed in San Lorenzo Water District, but passed in Grover Beach. Voters in the Riverpark community of Oxnard strongly rejected a measure to repeal various city taxes.
- Rent control failed in Larkspur and San Anselmo (Marin County) but passed in Santa Ana.
- An initiative in Ojai to require the city to allow pickleball at city hall courts passed narrowly.

Appointed City Clerk / City Treasurer / etc.

City	County			YES%	NO%	
San Carlos	San Mateo	Measure L	appoint Treasurer	**74.5%**	25.5%	PASS
Plymouth	Amador	Measure O	appoint clerk	**67.4%**	32.6%	PASS
Plymouth	Amador	Measure M	appoint treasurer	**67.4%**	32.6%	PASS
Maywood	Los Angeles	Measure MC	appoint clerk	**66.7%**	33.3%	PASS
Maywood	Los Angeles	Measure T	appoint treasurer	**65.6%**	34.4%	PASS
Compton	Los Angeles	Measure CA	appoint city attorney	**58.7%**	41.3%	PASS
Firebaugh	Fresno	Measure W	appoint treasurer	**57.8%**	42.2%	PASS
Red Bluff	Tehama	Measure P	appoint clerk & treasurer	**56.6%**	43.4%	PASS
Firebaugh	Fresno	Measure V	appoint clerk	**56.4%**	43.6%	PASS
Tehama	Tehama	Measure N	appoint clerk & treasurer	**56.1%**	43.9%	PASS
Corning	Tehama	Measure O	appoint clerk & treasurer	**51.5%**	48.5%	PASS
Atascadero	San Luis Obispo	Measure M	appoint Treasurer	49.0%	**51.0%**	FAIL
Calipatria	Imperial	Measure I	appoint treasurer	44.6%	**55.4%**	FAIL
Calipatria	Imperial	Measure M	appoint clerk	44.3%	**55.7%**	FAIL
Ione	Amador	Measure L	appoint clerk	43.4%	**56.6%**	FAIL
Fairfax	Marin	Measure H	appoint clerk	40.0%	**60.0%**	FAIL
County of Siskiyou	Siskiyou	Measure W	appoint auditor-controller	33.1%	**66.9%**	FAIL
Oroville	Butte	Measure J	appoint treasurer	27.2%	**72.9%**	FAIL

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For more information: Michael Coleman 530-758-3952. coleman@muniwest.com

mjgc rev 6Dec2024 17:50

RESOLUTION NO. CC-XXXX-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDERING SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY MEASURE X, RELATING TO AN INCREASE IN THE UNIFORM TRANSIENT OCCUPANCY TAX (TOT), AT A GENERAL MUNICIPAL ELECTION TO BE HELD ON MARCH 2, 2027, AS CALLED BY RESOLUTION NO. CC-XXX-XXX.

WHEREAS, Article XIII C of the California State Constitution requires that local governments submit tax measures to voters at a regularly scheduled election of the local governing body; and

WHEREAS, Redondo Beach City Charter Article IVIII, Section 18 states that General Municipal Elections shall be held in the City on the first Tuesday after the first Monday in March in each succeeding odd-numbered year; and

WHEREAS, this schedule would result in the next Redondo Beach General Municipal Election taking place on March 2, 2027; and

WHEREAS, the City Council desires to submit to the voters at the election a question relating to an increase in the Transient Occupancy Tax from 12 percent (12%) rate of tax to an amount not to exceed fifteen percent (15%), effective at a date to be established by Council; and

WHEREAS, the City of Redondo Beach called for an election to be held on March 2, 2027 for the purposes of placing a municipal taxation measure and other City of Redondo Beach measures before voters as called by Resolution No. CC-XXXX-XXX on ____, 202_;

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

SECTION 1. That the City Council, pursuant to its right and authority, does hereby order submitted to the voters at a General Election on March 2, 2027, the following question:

MEASURE X "To maintain critical City services, such as street and pothole repair, police and fire 911 emergency response and preparedness, park and landscape maintenance, senior and youth recreation programs; and for general government use; shall the City of Redondo Beach Ordinance raising the transient occupancy tax, paid only by hotel and lodging guests, from 12% to up to 15%, providing an estimated $750,000 of revenue annually per 1% increase, and all funds staying local, be adopted?"	YES	
	NO	

SECTION 2. That the proposed complete text of the Ordinance submitted to the voters is attached as Exhibit "A" and incorporated herein by reference.

SECTION 3. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 4. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in the time, form and manner required by law.

SECTION 5. That the City Clerk shall certify to the passage and adoption of this Resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC- 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 __ day of _____, 202_, 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

RESOLUTION NO. CC-XXXX-XXX

ORDINANCE NO. ****

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 8, CHAPTER 2, SECTION 8-2.03 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO TRANSIENT OCCUPANCY TAX

WHEREAS, the City of Redondo Beach imposes a Transient Occupancy Tax (TOT) charged to guests by hotel operators in order to provide a portion of the general fund revenues required to provide police, fire, general government, and a host of other essential services to the community; and

WHEREAS, the People of the City of Redondo Beach wish to amend the Municipal Code in order to increase the maximum rate charged for the TOT from up to twelve (12%) percent to up to fifteen (15%) percent, to be effective at a date established by Council, if approved by voters at the March 2, 2027 general municipal election; and

WHEREAS, the new rate would place the City of Redondo Beach in the same range as surrounding cities.

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

SECTION 1. Section 8-2.03 of Chapter 2, Title 8 of the Municipal Code is hereby amended to read as follows:

"8-2.03 Tax Imposed.

> For the privilege of occupancy in any hotel, each transient shall be subject to and shall pay a tax in the amount of up to ~~12%~~ 15% of the rent charged by the operator. Such tax shall constitute a debt owed by the transient to the City which debt shall be extinguished only by payment to the operator or to the City. The transient shall pay the tax to the operator of the hotel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's ceasing to occupy space in the hotel. If for any reason the tax due is not paid to the operator of the hotel, the Tax Collector may require that such tax shall be paid directly to the Tax Collector."

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

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

each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 4. PUBLICATION AND EFFECTIVE DATE. This ordinance shall be published by one insertion in the official newspaper of said city, or published in conformance with the alternative publication requirements pursuant to Redondo Beach City Charter §9.15 and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 20_.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

ATTEST:

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Ordinance No. _____ was introduced at a regular meeting of the City Council of the City of Redondo Beach, California, held on the _____the day of _____, 20_, and approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the _____ day of _____, 20_, and thereafter signed and approved by the Mayor and attested by the City Clerk and that said Ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, City Clerk

RESOLUTION NO. CC-0412-146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDERING SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY MEASURE G, RELATING TO AN INCREASE IN THE UNIFORM TRANSIENT OCCUPANCY TAX (TOT), AT THE GENERAL MUNICIPAL ELECTION, TO BE HELD ON MARCH 8, 2005, AS CALLED BY RESOLUTION NO. CC-0410-102

WHEREAS, a General Municipal Election is to be held in the City of Redondo Beach, California on Tuesday, March 8, 2005, for the election of certain officers as called by Resolution No. CC-0410-102 on October 5, 2004; and

WHEREAS, the City Council also desires to submit to the voters at the election a question relating to an increase in the Transient Occupancy Tax from a ten percent (10%) rate of tax to an amount not to exceed twelve percent (12%), effective July 1, 2005.

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

SECTION 1. That the City Council, pursuant to its right and authority, does hereby order submitted to the voters at the General Municipal Election of March 8, 2005, the following question:

MEASURE G "Shall an Ordinance amending Section 8-2.03 of the Redondo Beach Municipal Code to authorize increasing the transient occupancy tax charged to guests by hotel operators from the current ten percent (10%) to an amount not to exceed twelve percent (12%) of the rent charged by the operators effective July 1, 2005, be adopted?"	YES	
	NO	

SECTION 2. That the proposed complete text of the Ordinance submitted to the voters is attached as Exhibit "A" and incorporated herein by reference.

SECTION 3. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 4. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in the time, form and manner required by law.

SECTION 5. That the City Clerk shall certify to the passage and adoption of this Resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 7th day of December, 2004.

Gregory C. Hill, Mayor

ATTEST:

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

I, Sandy Forrest, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-0412-146 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 7th day of December, 2004, by the following roll call vote:

AYES: Bisignano, Cagle, Szerlip, Schmalz, Parsons

NOES: None

ABSENT: None

ABSTAIN: None

ATTEST:

Sandy Forrest, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

RESOLUTION NO. CC-0412-146

ORDINANCE NO. 2953-04

AN ORDINANCE OF THE PEOPLE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING SECTION 8-2.03 OF CHAPTER 2 OF TITLE 8 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO TRANSIENT OCCUPANCY TAX IMPOSED

WHEREAS, the City of Redondo Beach imposes a Transient Occupancy Tax (TOT) charged to guests by hotel operators in order to provide a portion of the general fund revenues required to provide police, fire, general government, and a host of other essential services to the community; and

WHEREAS, the People of the City of Redondo Beach wish to amend the Municipal Code in order to increase the maximum rate charged for the TOT from ten (10%) percent to up to twelve (12%) percent, effective July 1, 2005, if approved by voters at the March 8, 2005 municipal election; and

WHEREAS, the new rate would place the City of Redondo Beach in the same range as surrounding cities.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF REDONDO BEACH, CALIFORNIA, DO HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Section 8-2.03 of Chapter 2, Title 8 of the Municipal Code is hereby amended to read as follows:

"8-2.03 Tax Imposed.

For the privilege of occupancy in any hotel, each transient shall be subject to and shall pay a tax in the amount of ~~ten (10%)~~ **UP TO TWELVE (12%)** percent of the rent charged by the operator. Such tax shall constitute a debt owed by the transient to the City which debt shall be extinguished only by payment to the operator or to the City. The transient shall pay the tax to the operator of the hotel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's ceasing to occupy space in the hotel. If for any reason the tax due is not paid to the operator of the hotel, the Tax Collector may require that such tax shall be paid directly to the Tax Collector."

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

DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S TRANSIENT OCCUPANCY TAX RATE AND THE PROCESS TO CONSIDER INCREASING THE EXISTING TRANSIENT OCCUPANCY TAX RATE

Ballot Measure Examples

Menlo Park

To maintain critical City services, such as: street/ pothole repair; park/ recreation programs; enhance emergency preparedness for storms, flooding, wildfires; police 911 emergency response/preparedness; storm drain maintenance; and for general government use; shall the City of Menlo Park measure be adopted raising the transient occupancy (hotel) tax from 12 percent to 15.5 percent, paid only by hotel/ lodging guests until ended by voters, providing an estimated $3,600,000 annually, that cannot be taken by Sacramento, including citizen oversight?

Monterey Park

Shall the ordinance providing funding for City of Monterey Park's general services such as maintaining 911 emergency response and fire protection; increasing neighborhood police patrols; maintaining parks; supporting youth, afterschool, and senior programs; repairing streets and potholes; by increasing the City of Monterey Park's transient occupancy tax, paid only by hotel/motel and short-term rental guests, from 12% to 13%, providing approximately $500,000 annually until ended by voters; requiring spending disclosure, funds locally controlled, be adopted?

Malibu

Shall a measure be adopted increasing the transient occupancy tax paid by hotel and other lodging guests from 12% to 15% of rent charged, raising approximately $775,000 annually until ended by voters, with revenue to be controlled and used locally for general municipal services in Malibu?

Newark

To maintain local services/ facilities, such as: repairing potholes/ city streets; replacing seismically unsafe fire stations; maintaining neighborhood police patrols, 9-1-1 and emergency medical response/ fire protection; and for general government use; shall the City of Newark measure be adopted increasing the existing voter approved transient occupancy (hotel) tax from 10% to 14%, paid only by hotel/ lodging guests, until ended by voters, providing $2,100,000 more annually, that cannot be taken by Sacramento, including independent citizen oversight?

Paso Robles

Shall the measure to help maintain quality of life for residents; retain local small businesses, jobs; address homelessness; maintain wildfire prevention; keep public areas/ Downtown Paso Robles safe/clean; upgrade infrastructure; other general services, by increasing the transient occupancy tax (paid by hotel, motel, short term rental guests) from 10% to 11%, providing $750,000 annually until ended by voters, requiring public spending disclosure, all funds for Paso Robles, be adopted?

West Hollywood Local Control, Public Safety Measure (Sales Tax)

Shall the measure providing funding for general services, including keeping public areas safe/clean; preventing/responding to crime; retaining/attracting local businesses; addressing homelessness; by redirecting to West Hollywood a ¼¢ sales tax if a future district sales tax within the County qualifies for a ballot and is enacted, generating approximately $5,000,000 annually in locally controlled revenue for West Hollywood residents until ended by voters, requiring audits/spending disclosure, be adopted?

Source: Balletopedia

Filed 12/17/25

CERTIFIED FOR PUBLICATION

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION SIX

DISNEY PLATFORM DISTRIBUTION, INC., et al., Plaintiffs and Appellants, v. CITY OF SANTA BARBARA, Defendant and Respondent.	2d Civil No. B342211 (Super. Ct. No. 24CV02313) (Santa Barbara County)

This appeal involves the interpretation and validity of Ordinance 5471 (the Ordinance), which was adopted by the City of Santa Barbara (City) in 2008. The Ordinance is entitled, "Telecommunications and Video Users' Tax Reduction and Modernization Ordinance."

Appellants Disney Platform Distribution, Inc., BAMTech, LLC, and Hulu, LLC, are subsidiaries of the Walt Disney Company. They provide video streaming services to their customers. Appellants allege that they "offer live and on-demand

video content that millions of subscribers can stream over the Internet."[1]

In 2022 City's Tax Administrator sent appellants a "notice of deficiency determination for video users' taxes." The notice informed appellants that they had failed to collect and pay the video users' tax due under the Ordinance for the period from January 1, 2018 through December 31, 2020. The unpaid tax plus penalties and interest was as follows: Hulu – $506,117, BAMtech – $37,270, Disney Platform Distribution – $68,950.

Appellants appealed to the City Administrator, who appointed an independent hearing officer – retired Court of Appeal Associate Justice James R. Lambden – to preside at the administrative appeal hearing. (See Santa Barbara Municipal Code (SBMC) § 4.26.170.) The hearing officer upheld the Tax Administrator's decision. Appellants sought judicial review by

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[1] "Video streaming refers to the real-time transmission of video content over the internet. It allows users to watch videos instantly without having to download them to their devices. . . . [¶] . . . [V]ideo files are broken down into smaller chunks of data, which are then transmitted through the internet at lightning speed. The device on the viewer's end catches these packets in real-time and seamlessly puts them together, allowing viewers to enjoy non-stop playback of their . . . videos." <https://www.fastpix.io/blog/what-is-video-streaming-is-it-really-hard-to-stream-videos-online> [as of Oct. 21, 2025], at <https://perma.cc/5MPF-GNUU>.

filing a petition for a writ of administrative mandate in the trial court. They appeal from the judgment denying their petition.[2]

Appellants claim the Ordinance does not apply to video streaming. They reason: "[T]he [Ordinance] . . . taxes 'video services.' As defined by the [Ordinance], 'video service' requires use of 'one or more channels' and requires the service suppliers to provide or sell a channel to a home or business. 'Channel' has a well-understood technical definition of 'transmission path' that has always excluded Internet streaming."

Appellants also contend that, if the Ordinance applies to them, it violates (1) the anti-discrimination provisions of the federal Internet Tax Freedom Act, (2) the First Amendment of the United States Constitution, and (3) Article XIII C of the California Constitution. In addition, they argue that City failed to comply with the notice requirements of Public Utilities Code section 799.[3] We affirm.

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[2] Before judgment was entered, appellants prematurely filed a notice of appeal from the order denying their petition. "[W]e exercise our discretion to treat the appeal as having been taken from the judgment." (*Boonyarit v. Payless Shoesource, Inc.* (2006) 145 Cal.App.4th 1188, 1190, fn. 1; see also Cal. Rules of Court, rule 8.104(d)(2).)

[3] Three amicus curiae briefs were filed on behalf of appellants. The briefs were submitted by (1) the California Taxpayers Association; (2) the Motion Picture Association, Inc., and the Streaming Innovation Alliance; and (3) the Howard Jarvis Taxpayers Association. Two amicus briefs were filed on behalf of City: one by six law professors with expertise in taxation, and the other by the League of California Cities and the California State Association of Counties. We do not consider issues raised by amici that were not raised by the parties in their

The Ordinance

The Ordinance provides in relevant part: "Establishment of Video Users' Tax. There is hereby imposed a tax upon every person in the City using video services. The tax imposed by this section shall be at the rate of five and three/quarters percent (5.75 %) of the charges made for such services and shall be collected from the service user by the video service supplier or its billing agent. (SBMC § 4.26.050, subd. A.) The term "'charges"' includes charges for "[v]ideo programming and video services." (*Id*., subd. B.5.)

"Video services" is defined as "[v]ideo programming and any and all services related to the providing, recording, delivering, use or enjoyment of 'video programming' (including origination programming and programming using Internet Protocol, e.g., IPTV and IP-Video) using *one or more channels* by a 'video service supplier,' regardless of the technology used to deliver, store or provide such services . . . ." (SBMC § 4.26.020, italics added.)

"Video programming" means "[t]hose programming services commonly provided to subscribers by a 'video service

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appellate briefs. (See *California Building Industry Association v. State Water Resources Control Board* (2018) 4 Cal.5th 1032, 1048, fn. 12 [The general rule is that "'California courts will not consider issues raised for the first time by an amicus curiae"']; *People v. Hannon* (2016) 5 Cal.App.5th 94, 105 ["'California courts refuse to consider arguments raised by amicus curiae when those arguments are not presented in the trial court, and are not urged by the parties on appeal. "'Amicus curiae must accept the issues made and propositions urged by the appealing parties, and any additional questions presented in a brief filed by an amicus curie will not be considered"""].)

supplier' . . . ." (SBMC § 4.26.020.) "Video service supplier" means "[a]ny person, company, or service which provides or sells *one or more channels of video programming, or provides or sells the capability to receive one or more channels of video programming*, including any telecommunications that are ancillary, necessary or common to the provision, use or enjoyment of the video programming, to or from a business or residential address in the City, where some fee is paid . . . . A 'video service supplier' includes, but is not limited to . . . video services using internet protocol (e.g., IP-TV and IP-Video, which provide, among other things, broadcasting and video on demand), . . . whatever their technology." (*Ibid.*, italics added.)

Interpretation of Ordinance Adopted by the Voters

The City Council placed the Ordinance on the November 4, 2008 general election ballot. It was designated as "Measure G," which was approved by 70.98 percent of the voters.

The Ordinance imposes a general tax on video users. "'General tax' means any tax imposed for general governmental purposes." (Cal. Const., art. XIII C, § 1, subd. (a).) "No local government may impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote." (*Id.*, § 2, subd. (b).)

"'Where [as here] a law is adopted by the voters, "their intent governs." [Citation.] In determining that intent, "we turn first to the language of the statute, giving the words their ordinary meaning." [Citation.] But the statutory language must also be construed in the context of the statute as a whole and the overall statutory scheme. . . ."'" (*People v. Henderson* (2022) 14 Cal.5th 34, 50.)

"[T]he intent of the drafters may be considered by the court if there is reason to believe that the electorate was aware of that intent . . . ." (*Rossi v. Brown* (1995) 9 Cal.4th 688, 700, fn. 7; see *Taxpayers To Limit Campaign Spending v. Fair Pol. Practices Com.* (1990) 51 Cal.3d 744, 764, fn. 10 ["The opinion of drafters or of legislators who sponsor an initiative is not relevant since such opinion does not represent the intent of the electorate and we cannot say with assurance that the voters were aware of the drafters' intent"].)

"'When the language is ambiguous, "we refer to other indicia of the voters' intent, particularly the analyses and arguments contained in the official ballot pamphlet." . . . '" (*Robert L. v. Superior Court* (2003) 30 Cal.4th 894, 901; see also *People v. Morales* (2016) 63 Cal.4th 399, 406 ["we can . . . make the more realistic assumption that the voters, or at least some of them, read and were guided by the ballot materials concerning the proposition"].)

"'[W]e "select the construction that comports most closely with the apparent intent of the [electorate], with a view to promoting rather than defeating the general purpose of the statute, and avoid an interpretation that would lead to absurd consequences." . . .'" (*People v. Superior Court (Cervantes)* (2014) 225 Cal.App.4th 1007, 1014, brackets for "electorate" in original.) "'[W]e may not properly interpret the measure in a way that the electorate did not contemplate: the voters should get what they enacted, not more and not less.'" (*People v. Park* (2013) 56 Cal.4th 782, 796 (*Park*).)

Ballot Pamphlet

The official ballot pamphlet's "Impartial Analysis" stated: "Measure G would enact a City ordinance which amends the

City's 1970's era UUT [Utility Users Tax] ordinance with a modern 'telecommunication and video services' ordinance. . . . The modernized technical definitions in the Measure G ordinance would apply to all types of telecommunication regardless of whether the communication is intrastate, interstate, or international and regardless of the technology used to provide such communications. . . . The new ordinance would not apply to charges for internet services, including digital downloads like music, games, and ringtones."

The ballot pamphlet's argument for Measure G said: "Measure G is not a new tax. For almost 40 years, the current tax has helped ensure that our police and firefighters are there when we need them, and funded road repairs, youth and senior programs and other vital community services. However, the existing ordinance was enacted before the introduction of many modern telecommunication technologies. Yes on G simply replaces the existing ordinance with one that is consistent with new federal and state law, and modernizes definitions to close loopholes and ensure equal treatment for all taxpayers."

The ballot pamphlet's argument against Measure G said in part, "Santa Barbarans who believe that new technologies should not be taxed should vote No on Measure G."

Standard of Review

"'Section 1094.5 of the Code of Civil Procedure provides the basic framework by which an aggrieved party to an administrative proceeding may seek judicial review of any final order or decision rendered by a state or local agency.'" (*Poncio v. Department of Resources Recycling & Recovery* (2019) 34 Cal.App.5th 663, 668-669.) "We exercise independent judgment on legal issues, including the interpretation of municipal

ordinances." (*Harrington v. City of Davis* (2017) 16 Cal.App.5th 420, 434; see also *Meyers v. Board of Administration etc.* (2014) 224 Cal.App.4th 250, 256 ["We review questions of law, such as the interpretation of local ordinances and municipal codes, de novo"].)

The Ordinance Applies to Video Streaming

Appellants assert that the term "'[c]hannel' is the key to the [Ordinance]." They argue, "Internet streaming is excluded because streamers do not 'provide or sell one or more channels.'"

The Ordinance does not define "channel." Appellants claim "the technical meaning of 'channel'" should prevail, and that meaning is a "'transmission path.'" Thus, the Ordinance covers providers that "deliver[] video content over internet-protocol wirelines that consist of closed networks with transmission paths built directly into subscribers' homes." Such providers "control[] the path from the video distribution source all the way to the subscribers' homes."

Appellants continue: "If Hulu, Disney+, or ESPN+ delivered videos directly to subscriber's homes, they would be covered by the [Ordinance]."[4] But "[i]nternet streaming platforms do not provide or sell a transmission path to a customer's residence or place of work; rather, customers rely on their Internet service provider ('ISP') to deliver video through the ISP's own transmission path. . . . [T]he ISP, not the Internet streaming platform, provides or sells the 'channel.'" "The customer's independently procured ISP delivers the video . . . to any of the customer's Internet-connected devices over the ISP's

[4] Appellant Disney Platform Distribution operates Disney+. Appellant BAMTech operates ESPN+.

own facilities. [Record citations.] Customers can access Internet streaming services from any Internet-connected device, wherever they happen to be."

In support of their claim that the technical definition of "channel" includes a transmission path, appellants cite the federal Cable Communications Policy Act of 1984 (1984 Cable Act), 47 U.S.C. §§ 522 (4), (7). Section 522(4) provides, "[T]he term 'cable channel' or 'channel' means a portion of the electromagnetic frequency spectrum *which is used in a cable system* and which is capable of delivering a television channel (as television channel is defined by the Commission by regulation)." (Italics added.) Section 522(7) provides in part, "[T]he term 'cable system' means a facility, consisting of a set of *closed transmission paths* and associated signal generation, reception, and control equipment that is designed to provide *cable service* which includes video programming and which is provided to multiple subscribers within a community . . . ." (Italics added.)

Appellants contend that "FCC [Federal Communications Commission] regulators have . . . adopted [the 1984 Cable Act's] meaning [of 'channel']." (See *In the Matter of Sky Angel U.S., LLC* (2010) 25 F.C.C. Rcd. 3879, 3883 ["While Sky Angel appears to interpret the term 'channel' in a non-technical sense to mean a stream of video programming, it fails to address the definitions of that term in the Act and the Commission's rules, which appear to include a transmission path as a necessary element of a 'channel'"].)

The 1984 Cable Act "created a framework for regulating cable television." (*Massachusetts Department of Telecommunications and Cable v. Federal Communications Commission* (1st Cir. 2020) 983 F.3d 28, 30 (*Massachusetts*

Cable).) It was not intended to apply to video streaming, which did not exist when it was enacted. In his administrative appeal decision, the hearing officer noted, "The 'internet' was in its infancy and largely unavailable for public use at the time of the Federal Act in 1984." The trial court observed, "[I]t is by no means apparent that the technical meaning of 'channel' in the context of cable systems under the 1984 Act is the meaning intended by the City in enacting the . . . Ordinance."

The Ordinance covers "[v]ideo programming and any and all services related to the providing, recording, delivering, use or enjoyment of 'video programming' . . . using one or more channels by a 'video service supplier,' *regardless of the technology used to deliver, store or provide such services* . . . ." (SBMC § 4.26.020, italics added.) In other words, the Ordinance applies regardless of whether the technology includes a transmission path to a customer's home, as in cable-provided video, or the customer accesses video services through the customer's ISP, as in streaming. This point was emphasized in the ballot pamphlet's impartial analysis of the Ordinance: "The modernized technical definitions in the Measure G ordinance would apply to all types of telecommunication . . . regardless of the technology used to provide such communications."

Moreover, appellants' interpretation of "channel" is inconsistent with the following excerpt from the ballot pamphlet's argument in favor of the Ordinance: "Yes on G . . . modernizes definitions to close loopholes and ensure equal treatment for all taxpayers." City justifiably contends that appellants' interpretation would create a loophole and ensure unequal treatment: "A mandate that the [Ordinance] be applied in a technologically neutral manner cannot easily be squared with the

idea that the use of video services provided over the internet [via streaming] is exempt from taxation.[5] In Appellants' view, a *cable* subscriber in Santa Barbara who watches a game on ESPN, or a news program on CNN, or a kids show on the Disney Channel owes tax to the City, but a person watching [via streaming] the same game on ESPN+, the same news program on Hulu, or the same kids show on Disney+ does not. The . . . Ordinance was designed to eliminate, not codify, this type of preferential tax treatment."[6] (Italics added.)

The hearing officer concluded, "In the context of 'television' the ordinary meaning of the term 'channel' is a 'programming source' because channels are not understood to be technical transmission frequencies, but rather video programming collections offered by providers (e.g. traditional broadcasters such as NBC, CBS and ESPN)." In support of his conclusion, the hearing officer cited *Massachusetts Cable*, *supra*, 983 F.3d 28. This case involved DIRECTV NOW, "a video programming service that provides live television and on-demand programs via a broadband internet connection." (*Id.* at p. 32.) The FCC had "determined that the term 'channels' in the [applicable] FCC

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[5] In their opening brief, appellants assert that they "have absolutely no disagreement that the [Ordinance] mandates technological neutrality."

[6] In their amicus brief, the League of California Cities and the California State Association of Counties note: "In recent years, consumer behavior has shifted away from cable television service toward online video streaming, resulting in a substantial loss of cable user tax revenues for many jurisdictions. As a result, several cities now enforce taxes on the use of video streaming services that have replaced cable television."

regulation 'can refer to "programming sources"' based on its 'colloquial meaning.'" (*Id.* at p. 33.) The federal appellate court determined that "[t]he FCC was not unreasonable when it looked to the ordinary meaning of the regulatory term rather than the statutory definition of channel used for a different purpose in the 1984 Cable Act."[7] (*Id.* at p. 38.)

"'[O]ur task is to effectuate the voters' intent in adopting [the Ordinance]. [Citations.]' [Citation.] In performing this task, we look first to the words of the provision in question, giving them their natural and ordinary meaning, unless it appears they were used in some technical sense." (*Steinhart v. County of Los Angeles* (2010) 47 Cal.4th 1298, 1318.) ""The words must be understood, not as the words of the . . . city council, or the mayor, or the city attorney, but as the words of the voters who adopted the amendment. They are to be understood in the common

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[7] The FCC explained: "Although the Commission defines 'comparable programming' as 'at least 12 channels of video programming, including at least one channel of nonbroadcast service programming,' we conclude that the Commission did not intend this definition to incorporate the [1984 Cable] Act's definition of 'channel.' Indeed, in adopting the definition of 'comparable programming' in the *1993 Rate Regulation Order*, the Commission indicated that the term 'channels' can refer to 'programming sources' rather than physical channels. Thus, we find that the statutory context of the [matter before the FCC] makes clear that a colloquial meaning of 'channel' (i.e., a source of prescheduled video programming) applies to its use in our rule . . . ." (*In the Matter of Petition for Determination of Effective Competition in 32 Massachusetts Communities & Kauai, Hi (Hi0011)* (2019) 34 F.C.C. Rcd. 10229, 10242-10243.)

popular way, and, in the absence of some strong and convincing reason to the contrary, . . . they are not entitled to be considered in a technical sense inconsistent with their popular meaning.'"" (*Creighton v. City of Santa Monica* (1984) 160 Cal.App.3d 1011, 1018.)

Appellants argue, "The Impartial Analysis of the Ordinance, given to voters [in the ballot pamphlet] before election day, explained that the Ordinance would enact 'modernized technical definitions.'" Appellants are referring to the Impartial Analysis's statement, "The modernized technical definitions in the Measure G ordinance would apply to all types of telecommunication . . . ." But the Ordinance does not define the term "channel." Nothing in the Ordinance or the ballot pamphlet put voters on notice that "channel" in Measure G is used in the technical sense of the 1984 Cable Act.

Voters who were aware of the "channel" language must have had the ordinary, "colloquial" meaning of "channel" in mind when they approved Measure G in 2008. This meaning is consistent with appellants' advertisement, "Watch Live and On-Demand TV from 85+ top channels." (Bold omitted.)

Appellants claim that for 14 years, from 2008 until 2022, City failed to enforce the Ordinance against the providers of video streaming. Appellants argue: "The most obvious explanation for fourteen years of inaction is [that] . . . Santa Barbara never believed the [video users' tax] applied to Internet streaming – until it suddenly changed course in 2022. . . . That is strong evidence that the [tax], properly interpreted, does not apply to Appellants."

"But past nonenforcement does not necessarily reflect a formal administrative interpretation *precluding* enforcement. . . .

[¶] More importantly, taking it as true . . . that [City had] not previously enforced [the Ordinance against the providers of video streaming] . . . , that is an insufficient basis on which to find the statute *precludes* it from doing so. . . . Its previous lack of enforcement does not rewrite the [Ordinance]." (*Siskiyou County Farm Bureau v. Department of Fish & Wildlife* (2015) 237 Cal.App.4th 411, 443.) "Because [the Ordinance] was enacted by the electorate, it is the voters' intent that controls." (*Park*, *supra*, 56 Cal.4th at p. 796.)

Internet Tax Freedom Act

Appellants claim the Ordinance violates the anti-discrimination provisions of the federal Internet Tax Freedom Act (ITFA). (47 U.S.C. § 151 note.) The violation allegedly occurs because the Ordinance taxes video streaming but does not tax "those who watch the same video content [by purchasing or renting a DVD] from a brick-and-mortar retailer (*i.e.*, DVD stores or Redbox kiosks)." This is an issue of first impression.

"Section 1101(a)(2) of the ITFA prohibits a state from imposing 'discriminatory taxes on electronic commerce.' [Citation.] Section 1105(2)(A)(ii) defines a discriminatory tax, in pertinent part, as 'any tax imposed by a State or political subdivision thereof on electronic commerce that . . . is not generally imposed and legally collectible at the same rate by such State or such political subdivision on transactions involving similar property, goods, services, or information accomplished through other means.' [Citation.] 'Electronic commerce' is defined in section 1105(3) as 'any transaction conducted over the Internet . . . comprising the sale . . . of property, goods, [] services[, or information].' [Citation.] Thus, under the ITFA, a discriminatory tax exists only when similar property, goods,

services, or information are taxed when purchased electronically but not when purchased offline, or when the tax on electronic purchases is imposed at a different rate or on different persons." (*Labell v. City of Chicago* (Ill. App. 2019) 147 N.E.3d 732, 748.)

The trial court ruled that there was no violation of the ITFA because of the lack of similarity between a video streaming subscription and the purchase or rental of a DVD. The court reasoned: "When a consumer is involved in the purchase or rental of a DVD at a brick-and-mortar store, the transaction involves acquiring a physical DVD of a video (a good, rather than a service) for use with a DVD player. When a consumer is involved in the purchase of video streaming services as provided by [appellants], the transaction involves a subscription (a service, rather than a good). The subscription service acquired by such a consumer is qualitatively different in a real and substantial way from the good that is acquired by a consumer in the DVD transaction. [¶] By way of contrast, if a local agency imposed a tax on the purchase of DVDs over the internet, but did not impose such a tax on the purchase of DVDs at a brick-and-mortar store, that tax would be discriminatory because the goods involved in the transaction would be similar at the time of taxation. Indeed, the purpose of the . . . Ordinance was to . . . create a level playing field as between cable-supplied video services and internet-supplied video services, taxing these similar services equally."

In its amicus brief, the California Taxpayers Association (CalTax) disputes the trial court's "similarity" analysis. CalTax argues that, for purposes of the ITFA, what matters is video content, and the content is the same whether it is provided by internet streaming or by a DVD purchased from a brick-and-

mortar store: "The similarity test requires an examination of the actual content being delivered, regardless of whether the content is 'property,' a 'service,' 'goods,' or 'information.' In the instant case, the content is video entertainment, such as movies, and whether it should be construed as property, a service, or goods, it is in any event information." The ITFA applies to "any tax imposed . . . on electronic commerce that . . . is not generally [imposed and collectible or] imposed and . . . collectible at the same rate . . . on transactions involving similar property, goods, services, *or information* accomplished through other means . . . ." (ITFA, § 1105(2)(A)(i), (ii), italics added.)

In attempting to explain why the trial court's "similarity" analysis is flawed, CalTax presents the following hypothetical: "Consider . . . the consumer who wants to view the movie 'Jaws'. She has a television screen in her living room with two boxes connected to it; one an internet router and the other a DVD player. She has two choices in how she obtains access to the movie. One way is to go down to the local store and rent a copy of 'Jaws' on a DVD. The other way is to subscribe to one of Appellants' streaming services and stream 'Jaws' from the internet. Either way, she gets to watch the same movie. It cannot be argued credibly that the 'Jaws' movie the consumer watched while streaming it from the internet is not similar to the 'Jaws' movie she watched after putting the DVD in the player. Thus, even though the method of delivering the content here is different (internet compared to DVD), that same content satisfies the similar[ity] requirement."

We conclude the trial court has the better reasoned analysis. A DVD is tangible personal property that can store

video programs.[8] The ITFA does not preclude cities from taxing the online sale of tangible personal property, such as a DVD, so long as the same tax would be imposed if the property were sold offline. Video streaming delivers a service that is not tangible personal property. Irrespective of the content of the video streaming, the delivery of this service and the sale or rental of a digital storage device are not "similar" within the meaning of the ITFA.

Moreover, the sale or rental of a DVD from a brick-and-mortar store in Santa Barbara is subject to a 9.25 percent sales or use tax <https://cdtfa.ca.gov/taxes-and-fees/rates.aspx>[9] [as of Oct. 21, 2025], archived at <https://perma.cc/E27W-9Y96>. Imposing an additional 5.75 percent tax under the Ordinance would subject the sale or rental of DVDs to double taxation.

Thus, the absence of a video users' tax on the sale or rental of DVDs from brick-and-mortar stores does not discriminate against electronic commerce in violation of the ITFA. In their amicus brief the six law professors aptly observe, "[T[he local cable operator is already subject to [the video users' tax] and nothing in the ITFA requires that its online competitor [providers

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[8] "The DVD (digital video disc or digital versatile disc) is a digital_optical disc_data storage format. . . . The medium can store any kind of digital data and has been widely used to store video programs (watched using DVD players), software and other computer files" <https://en.wikipedia.org/wiki/DVD> [as of Oct. 21, 2025], archived at <https://perma.cc/LH75-SH2G>.

[9] We grant City's request to take judicial notice of Title 4, Chapters 4.12 and 4.14 of the Santa Barbara Municipal Code. These chapters concern City's imposition of sales and use tax on tangible personal property.

of video streaming services] remain immune from tax without unwarranted expansion of the clear meaning of the ITFA."[10]

First Amendment

Appellants contend the Ordinance violates the First Amendment of the United States Constitution because "[i]t taxes speech (Internet video) solely because of its speech-based characteristics" and "it levies a tax solely based on the content of what is distributed."

"The First Amendment, applicable to the States through the Fourteenth Amendment, prohibits the enactment of laws 'abridging the freedom of speech.' [Citation.] Under that Clause, a government, including a municipal government vested with state authority, 'has no power to restrict expression because of its message, its ideas, its subject matter, or its content.' [Citation.] Content-based laws—those that target speech based on its communicative content—are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests." (*Reed v. Town of Gilbert, Ariz.* (2015) 576 U.S. 155, 163 (*Reed*).)

"Cable television provides to its subscribers news, information, and entertainment. It is engaged in 'speech' under the First Amendment, and is, in much of its operation, part of the 'press.'" (*Leathers v. Medlock* (1991) 499 U.S. 439, 444

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[10] As requested by City, we decline to consider CalTax's argument that "[t]he trial court improperly failed to address the issue that, because the [video users' tax] collection requirement does not apply to satellite television providers, it discriminates against electronic commerce when applied to appellants." (Bold and capitalization omitted.) This argument was not made by appellants in their opening brief. (See *ante*, fn. 3 at pp. 3-4.)

(*Leathers*).) Providers of internet streaming, such as appellants, are similarly engaged in First-Amendment-protected speech.

The Ordinance's taxation of internet streaming is not a content-based regulation of speech. "Government regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed. [Citations.] This commonsense meaning of the phrase 'content based' requires a court to consider whether a regulation of speech 'on its face' draws distinctions based on the message a speaker conveys." (*Reed*, *supra*, 576 U.S. at p. 163.) The Ordinance does not apply to "particular speech because of the topic discussed or the idea or message expressed." (*Ibid.*)

"Our precedents have also recognized a separate and additional category of laws that, though facially content neutral, will be considered content-based regulations of speech: laws that cannot be "'justified without reference to the content of the regulated speech,'" or that were adopted by the government 'because of disagreement with the message [the speech] conveys,' . . . ." (*Reed*, *supra*, 576 U.S. at p. 164.) The Ordinance does not fall into this category of laws.

"[T]here is no indication . . . that [City] has targeted [internet streaming] in a purposeful attempt to interfere with [streamers'] First Amendment activities. Nor is the tax one that is structured so as to raise suspicion that it was intended to do so." (*Leathers*, *supra*, 499 U.S. at p. 448.) The Ordinance taxes video services regardless of their "'message, [their] ideas, [their] subject matter, or [their] content.'" (*Reed*, *supra*, 576 U.S. at p. 163.) As the hearing officer observed, "the [video users'] tax simply 'modernizes' and extends the former cable tax to video services that use other, newer technologies."

California Constitution

"In November 1996, the California voters adopted Proposition 218 and amended the California Constitution to limit local government taxation by adding article XIII C and article XIII D." (*AB Cellular LA, LLC v. City of Los Angeles* (2007) 150 Cal.App.4th 747, 755 (*AB Cellular*).) Article XIII C, section 2 provides that the electorate must approve by majority vote any increase in a local government general tax. The Ordinance was approved by the electorate in 2008, but City did not enforce the Ordinance against appellants until 2022. Appellants argue that the electorate must approve the delayed enforcement because "Santa Barbara changed its methodology with its decision to expand its tax base and collect the [video users' tax] from Internet Streamers."

Appellants rely on Government Code section 53750, subdivision (h)(1)(B), which provides that, for purposes of Article XIII C, a tax is increased if an agency "[r]evises the methodology by which the tax . . . is calculated, if that revision results in an increased amount being levied on any person . . . ." The word "'methodology[]' . . . refers to a mathematical equation for calculating taxes that is officially sanctioned by a local taxing entity. In most instances, the equation will be established by legislative action, such as the enactment of an ordinance." (*AB Cellular*, *supra*, 150 Cal.App.4th at p. 763.) "The word 'calculated' denotes the math behind a tax. The dictionary definition of 'revision' is 'alteration.' In practical terms, a tax is increased if the math behind it is altered so that either a larger tax rate or a larger tax base is part of the calculation." (*Ibid.*)

"Under this construction, a local taxing entity can enforce less of a local tax than is due under a voter-approved

methodology . . . and later enforce the full amount of the local tax due under that methodology without transgressing Proposition 218. While the settlement of local tax disputes and enforcement of local taxes may be taxpayer specific, the methodology for the maximum recovery of local taxes will remain constant. A local taxing entity could even revise its methodology to decrease local taxes and then do an about-face and return to the previously approved methodology. Proposition 218 allows it. The evil to be counteracted is the increase of local taxes beyond what was formerly approved." (*AB Cellular*, *supra*, 150 Cal.App.4th at pp. 763-764.)

City did not increase the video users' tax beyond what was approved by the electorate in 2008. The methodology or math behind the tax remained the same. By enforcing the tax against appellants, City did not enlarge the tax base. Appellants were included in the existing tax base because for a fee they provided video services to Santa Barbara homes and businesses.

Appellants assert, "Like the [tax] increase in *AB Cellular*, Santa Barbara's decision to tax Internet streaming was a tax 'increase,' and Proposition 218 required a vote." But *AB Cellular* is distinguishable on its facts. There, in 1993 before the enactment of article XIII C, the Los Angeles (L.A.) City Council amended its municipal code to impose a tax on cell phone use. "[L.A.] signaled that the cell tax would be calculated by multiplying the tax base of monthly charges plus charges for cell phone calls that originated or terminated in [L.A.] by 10 percent. At the same time, [L.A.] effectively announced that it would not enforce the cell tax as to charges for cell phone calls that originated or terminated in [L.A.] until the carriers developed the technology to track those calls. Then, in 2002, the final

instructions hailed a sea change and [without voter approval] revised the methodology to alter the tax base to include cell phone calls that neither originated nor terminated in [L.A.]. [L.A.'s] new equation for calculating the amount of cell tax due was to multiply the monthly charges plus charges for cell phone calls originating or terminating in [L.A.] *plus charges for cell phone calls that did not originate or terminate in [L.A.]* by 10 percent. In other words, a new variable was added. By any definition, adding a variable revised the methodology." (*AB Cellular*, *supra*, 150 Cal.App.4th at p. 761.) In contrast to *AB Cellular*, City's delayed enforcement of the tax against appellants did not add a "new variable" to the methodology for calculating the video users' tax.

Notice Requirements of Public Utilities Code section 799

Appellants assert: "[City] . . . failed to notify service suppliers when it decided to collect the [video users' tax] on the use of Internet video streaming. . . . According to Public Utilities Code section 799, . . . the City cannot seek any [video users' tax] amounts from Appellants until it cures this failure."[11] City's "decision . . . 'ma[de] . . . changes to the tax that would affect the collection and remittance of the tax,' and also 'change[d] the tax base,' so 60 days' notice was required" under section 799, subdivision (a)(5).[12] In addition, "City's decision to expand the

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[11] All further statutory references are to the Public Utilities Code.

[12] Section 799, subdivision (a)(5) provides in relevant part: "If a local jurisdiction repeals the tax, reduces an existing tax rate, changes the tax base, or makes any other changes to the tax that would affect the collection and remittance of the tax, the local jurisdiction shall submit, on and after the effective date of

[video users' tax] to Internet streaming effectively adopted a new tax . . . ." Thus, City violated section 799, subdivision (a)(6), which imposes a "90-day notice requirement [for a new tax]."[13] City acknowledges that it "did not send notices to Appellants under section 799."

The hearing officer responded to appellants' argument as follows: "The City did not send § 799 notices to Appellants because it had no reason to do so. . . . ESPN+ and Disney+ did not start operating in the City until 2018 and 2019, at least a

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the enactment of the change, a written notification and supply all requisite information to the public utility or service supplier, in accordance with the procedures established by the public utility or service supplier. The public utility or other service supplier shall not be required to implement the changes any earlier than 60 days from the date on which the public utility or other service provider receives the written notification and all other information required by the public utility or other service supplier."

[13] Section 799, subdivision (a)(6) provides: "If a local jurisdiction adopts a new tax, the local jurisdiction shall submit, on and after the effective date of the adoption of the new tax, a written notification to the public utility or other service supplier, in accordance with procedures established by the public utility or other service supplier, requesting that the tax be collected. The public utility or other service supplier shall not be required to begin collecting the tax any earlier than 90 days from the date on which the public utility or other service provider receives written notification and all other information required by the public utility or other service supplier. . . . Nothing in this section shall be construed to prevent the public utility or other service provider from beginning the tax collection at an earlier date."

decade after the . . . Ordinance was adopted by a majority vote. [Record citation.] Hulu did exist in 2008, at that time as a free service with no [video users' tax] due from its subscribers. Hulu began offering paid video services in 2010. [Record citation.] [¶] Appellants essentially contend that § 799 imposes a preemptive and perpetual obligation on local jurisdictions to provide advance notice to every service supplier that enters the market, even those that do so (like [appellants]) . . . after the adoption of a tax is enacted. This interpretation would require notice of every applicable tax to every potential new provider. Section 799's purpose and text, as well as the structure of § 799's notice requirements, cannot be contorted to fit that construction."

Appellants contend that the hearing officer's reasoning is inapplicable because "[n]otice was triggered here by the City's change in tax policy, and not by the entrance of any new market participant. . . . City never notified Appellants of this change in enforcement policy . . . ." City's "2022 decision to start collecting the [video users' tax] on internet video streaming" obligated it to provide notice to appellants pursuant to section 799.

In requiring appellants to pay the video users' tax, City did not "change[] the tax base, or make[] any other changes to the tax that would affect the collection and remittance of the tax . . . ." (§ 799, subd. (a)(5).) Nor did it "adopt[] a new tax." (*Id.*, subd. (a)(6).) City merely enforced against appellants the existing video users' tax as set forth in the Ordinance. We previously explained: "By enforcing the tax against appellants, City did not enlarge the tax base. Appellants were included in the existing tax base because for a fee they provided video services to Santa Barbara homes and businesses." (*Ante*, at pp. 21-22.)

Section 799, subdivision (a)(5) significantly refers to the "enactment" of a change in the tax: "If a local jurisdiction repeals the tax, reduces an existing tax rate, changes the tax base, or makes any other changes to the tax that would affect the collection and remittance of the tax, the local jurisdiction shall submit, on and after the effective date of the *enactment* of the change, a written notification and supply all requisite information to the public utility or service supplier . . . ." (Italics added.) "'[E]nact' means 'to establish by legal and authoritative act: make into a law; *esp* : to perform the last act of legislation upon (a bill) that gives the validity of law.'" (*Thornton v. California Unemployment Ins. Appeals Bd.* (2012) 204 Cal.App.4th 1403, 1422, fn. 8.) City did not "enact" a change in the video users' tax when it notified appellants in 2022 that they had failed to collect and pay the tax. (See *River Garden Retirement Home v. Franchise Tax Bd.* (2010) 186 Cal.App.4th 922, 949-950 [Franchise Tax Board "did not 'enact' anything" when it sent deficiency assessments to plaintiff disallowing tax deduction taken for prior years].)

Accordingly, City was not obligated to provide notice to appellants pursuant to section 799.[14]

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[14] We need not consider City's claim that "Appellants were not entitled to receive section 799 notices because they had no procedures for the delivery of such notices." (Bold omitted.) Section 799, subdivision (a)(5) provides that the local jurisdiction shall give "written notification . . . to the public utility or service supplier, *in accordance with the procedures established by the public utility or service supplier*." (Italics added; accord, § 799, subd. (a)(6).)

Disposition

The judgment is affirmed. City shall recover its costs on appeal.

CERTIFIED FOR PUBLICATION.

YEGAN, Acting, P. J.

We concur:

BALTODANO, J.

CODY, J.

Donna D. Geck, Judge

Superior Court County of Santa Barbara

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Eversheds Sutherland and Jeffrey A. Friedman, for amicus curiae, Motion Picture Association, Inc. & Streaming Innovation Alliance, on behalf of Appellants.

McDermott Will & Emery and Charles J. Moll III, Stephen P. Kranz, Mark E., Nebergall, for amicus curiae, California Taxpayers Association, on behalf of Appellants.

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Colantuono, Highsmith & Whatley and Holly O. Whatley, Meghan A. Wharton, for amicus curiae, League of California Cities and California State Association of Counties, on behalf of Respondent.

Darien Shanske, for amicus curiae, on behalf of Respondent.

CHAPTER 9
TELEPHONE, GAS, ELECTRICITY, WATER, AND VIDEO USERS' TAXES

Note: Sections 8-9.01 through 8-9.18, codified from Ordinance No. 1995 c.s. as amended by Ordinance Nos. 2123 c.s., 2265 c.s., 2368 c.s., 2418 c.s., 2449 c.s., 2463 c.s., 2472 c.s., 2479 c.s., 2660 c.s., 2701 c.s., 2863 c.s., deleted and replaced by Section 1, Ordinance No. 2952, February 3, 2005.

Sections 8-9.06.1, 8-9.08.1, 8-9.09.1, 8-9.12.1, 8-9.13.1, 8-9.13.2 and 8-9.15.1, codified from Ordinance No. 2863 c.s., deleted and replaced by Section 1, Ordinance No. 2952, February 3, 2005.

§ 8-9.01. Title.

This chapter shall be known as the "Telephone, Gas, Electricity, Water, and Video Users' Tax Law" of the City.
(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.02. Definitions.

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

"Ancillary telecommunications services" mean services that are associated with or incidental to the provision, use or enjoyment of telecommunications services including, but not limited to, the following:

(1) Services that link two or more participants of an audio or video conference call, including the provision of a telephone number;

(2) Services that separately state information pertaining to individual calls on a customer's billing statement;

(3) Services that provide telephone number information, and/or address information;

(4) Services offered in connection with one or more telecommunications services, which offer advanced calling features that allow customers to identify callers and to manage multiple calls and call connections;

(5) Services that enable customers to store, send or receive recorded messages.

"Billing address" means the mailing address of the service user where the service supplier submits invoices or bills for payment by the customer.

"City" means the City of Redondo Beach.

"City Manager" means the City Manager of the City, or authorized representative.

"Cogenerator" means any corporation or person employing cogeneration (as defined in Section 218.5 of the California Public Utilities Code) for producing power for the generation of electricity for self use or sale to others from a qualified cogeneration facility (as defined in the Federal Public Utility Regulatory Policies Act of 1978 and

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regulations thereunder).

"Exempt wholesale generator" shall have the same meaning as set forth in the Federal Power Act (15 U.S.C. 79z-5a) and regulations thereunder.

"Gas" means natural or manufactured gas or any alternate hydrocarbon fuel which may be substituted therefor.

"Month" means a calendar month.

"Non-utility supplier" means:

(1) A service supplier, other than a supplier of electric distribution services to all or a significant portion of the City, which generates electricity for sale to others, and shall include, but is not limited to, any publicly-owned electric utility, investor-owner utility, cogenerator, municipal utility district, federal power marketing authority, electric rural cooperative, or other supplier or seller of electricity;

(2) An electric service provider (ESP), electricity broker, marketer, aggregator, pool operator, or other electricity supplier other than a supplier of electric distribution services to all or a significant portion of the City, which sells or supplies electricity or supplemental services to electricity users within the City;

(3) A gas service supplier, aggregator, marketer, or broker, other than a supplier of gas distribution services to all or a significant portion of the City, which sells or supplies gas to users within the City; and

(4) A water service supplier, distributor, wholesaler, marketer, or broker, which sells or supplies water to users within the City (other than a supplier of water distribution services to all or a significant portion of the City).

"Person" means, without limitation, any natural individual, firm, trust, common law trust, estate, partnership of any kind, association, syndicate, club, joint stock company, joint venture, limited liability company, corporation (including foreign, domestic, and non-profit), municipal district or municipal corporation (other than the City) cooperative, receiver, trustee, guardian, or other representative appointed by order of any court, or the manager, lessee, agent, servant, officer or employee of any of them.

"Place of primary use" means the street address where the customer's use of the telecommunications service primarily occurs, which must be: (1) the residential street address or the primary business street address of the customer; and (2) in the case of a mobile telecommunications service user, within the licensed service area of the home service provider. (See Mobile Telecommunications Sourcing Act (4 U.S.C. Section116 et seq.).)

"Service address" means the residential street address or the business street address of the service user. For a telephone communication service user, "service address" means either:

(1) The location of the telecommunications equipment to which a service user's call is charged and from which the call originates or terminates, regardless of where the call is billed or paid; or

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(2) If the location in subsection (1) of this definition is unknown (e.g., mobile telecommunications or VoIP service), the service address means the location of the service user's place of primary use.

"Service supplier" means any entity or person, including the City, that provides telephone communication, electric, water, video or gas service to a user of such services within the City, and includes any entity or person required to collect, or self-collect under Section 8-9.07 of this chapter, and remit a tax as imposed by this chapter, including its billing agent.

"Service user" means a person required to pay a tax imposed under the provisions of this chapter.

"State" means the State of California.

"Tax Administrator" means the City Treasurer of the City of Redondo Beach or any person designated by the City Manager or the City Treasurer to perform the functions of the Tax Administrator specified in this chapter.

"Telephone communication services" include the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, whether or not such information is transmitted through interconnected service with the public switched network, whatever the technology used, whether such transmission, conveyance or routing occurs by wire, cable, fiber-optic, light wave, laser, microwave, radio wave (including, but not limited to, cellular service, commercial mobile service, personal communications service (PCS), specialized mobile radio (SMR), and other types of personal wireless service, see 47 USCA Section 332(c)(7)(C)(i), regardless of radio spectrum used), switching facilities, satellite or any other technology now existing or developed after the adoption of the ordinance codified in this section, and includes, without limitation, fiber optic, coaxial cable, and wireless. The term "telephone communication services" includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code or protocol of the content for purposes of transmission, conveyance or routing without regard to whether such services are referred to as voice over internet protocol (VoIP) services or are classified by the Federal Communications Commission as enhanced or value added, and includes video and/or data services that are functionally integrated with telecommunications services. "Telephone communication services" include, but are not limited to, the following services, regardless of the manner or basis on which such services are calculated or billed: central office and custom calling features (including, but not limited to, call waiting, call forwarding, caller identification and three-way calling), local number portability, text messaging, ancillary telecommunication services, prepaid and post-paid telecommunications services (including, but not limited to, prepaid calling cards); mobile telecommunications service; private telecommunication service; paging service; 800 service (or any other toll-free numbers designated by the Federal Communications Commission); and value-added non-voice data service. For purposes of this section, "private telecommunication service" means any dedicated telephone communications service that entitles a user to exclusive or priority use of communications channels. "Telephone communication service" does not include: internet access services to the extent they are exempt from taxation under the Internet

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Tax Freedom Act, 47 U.S.C. 151 note; internet streamlining of broadcast audio and video programming services; and digital downloads, such as downloads of books, music, ringtones, games and similar digital products.

"Utility" means any telephone corporation, electrical corporation, gas corporation, water corporation, or cable television corporation, as defined in Sections 234, 218, 222, 241, and 215.5, respectively, of the Public Utilities Code of the State of California as said sections existed on January 1, 1969.

"Utilities" mean any product or service provided by a utility.

"Video service supplier" means any person, company, or service which provides one or more channels of video programming, including any communications that are ancillary, necessary or common to the use and enjoyment of the video programming, to or from an address in the City, including to or from a business, home, condominium, or apartment, where some fee is paid, whether directly or included in dues or rental charges, for that service, whether or not public rights-ofway are utilized in the delivery of the video programming or communications. A "video service supplier" includes, but is not limited to, multichannel video programming distributors (as defined in 47 U.S.C.A. Section522(13)); open video systems (OVS) suppliers; suppliers of cable television; master antenna television; satellite master antenna television; multichannel multipoint distribution services (MMDS); direct broadcast satellite to the extent federal law permits taxation of its video services, now or in the future; and other suppliers of video programming or communications (including two-way communications), whatever their technology.

"Video services" mean any and all services related to the providing of video programming (including origination programming), including any communications that are ancillary, necessary or common to the use or enjoyment of the video programming, regardless of the content of such video programming or communications. Video services shall not include services for which a tax is paid under Section 8-9.04 of this chapter.
(§ 1, Ord. 2952 c.s., eff. February 3, 2005 as amended by Ord. 3031 c.s., eff. April 3, 2009)

§ 8-9.03. Constitutional and statutory exemptions.

(a) Nothing in this chapter shall be construed as imposing a tax upon:

(1) Any person or service when the imposition of such tax upon such person or service would be in violation of a federal or state statute, the Constitution of the United States or the Constitution of the State; and

(2) The City.

(b) Any service user that is exempt from the tax imposed by this chapter pursuant to subsection (a) of this section shall file an application with the Tax Administrator for an exemption; provided however, this requirement shall not apply to a service user that is a state or federal agency or subdivision with a commonly recognized name, or is a service user of telephone communication services that has received a federal excise tax exemption certificate for such service. Said application shall be

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made upon a form approved by the Tax Administrator and shall state those facts, declared under penalty of perjury, which qualify the applicant for an exemption, and shall include the names of all utility service suppliers serving that service user. If deemed exempt by the Tax Administrator, such service user shall give the Tax Administrator timely written notice of any change in utility service suppliers so that the Tax Administrator can properly notify the new utility service supplier of the service user's tax exempt status. A service user that fails to comply with this section shall not be entitled to a refund of utility users' taxes collected and remitted to the Tax Administrator from such service user as a result of such noncompliance. Upon request of the Tax Administrator, a service supplier or non-utility service supplier, or its billing agent, shall provide a list of the names and addresses of those customers which, according to its billing records, are deemed exempt from the utility users' tax. With respect to a service user of telephone communication services, a service supplier of such telephone communication services doing business in the City shall, upon request of the Tax Administrator, provide a copy of the federal exemption certificate for each exempt customer within the City that is served by such service supplier.

The decision of the Tax Administrator may be appealed pursuant to Section 8-9.21 of this chapter. Filing an application with the Tax Administrator and appeal to the City Manager pursuant to Section 8-9.21 of this chapter is a prerequisite to a suit thereon.

(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.04. Telephone users' tax.

(a) There is hereby imposed a tax upon every person who uses telephone communication services in the City, including intrastate, interstate, and international telephone communication services, to the extent permitted by Federal and State law. Interstate calls shall be deemed to include calls to the District of Columbia. The telephone users' tax is intended to, and does, apply to all charges within the City's tax jurisdiction, such as charges billed to a telephone account having a situs in the city as permitted by the Mobile Telecommunications Sourcing Act of 2000, 4 U.S.C. Section 116 et seq. The tax imposed by this section shall be at the rate of four and 75/100ths (4.75%) percent of all charges made for such telephone communication services. There is a rebuttable presumption that telephone communication services billed to a billing or service address in the City are used, in whole or in part, within the City's boundaries, and such services are subject to taxation under this chapter. There is also a rebuttable presumption that telephone communication services sold within the City that are not billed to a billing address or provided to a primary physical location (such as calling card and other pre-paid services) are used, in whole or in part, within the city's boundaries and that such services are subject to taxation under this chapter. If the billing address of the service user is different from the service address, the service address of the service user shall be used for purposes of imposing the tax, regardless of where the telephone communication service may originate, terminate, or pass through.

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(b) As used in this section, the term "charges" shall include the value of any other services, credits, property of every kind or nature, or other consideration provided by the service user in exchange for the telephone communication services.

(c) The Tax Administrator, from time to time, may issue and disseminate to telecommunication service suppliers subject to the tax collection requirements of this chapter administrative rulings, pursuant to Section 8-9.18(b) of this chapter, identifying those telecommunication services that are subject to the tax of subsection (a) of this section and/or the sourcing of such services for tax purposes. Such administrative rulings shall not impose a new tax, revise an existing tax methodology as stated in this section, or increase an existing tax, except as allowed by California Government Code Section 53750(h)(2) and (3) or other law. The Tax Administrator may consider Statewide interpretive rules and guidelines promulgated by any government agency or association of government agencies as a factor in determining the intent of voters adopting this section. To the extent that the Tax Administrator determines that the tax imposed under this section shall not be collected in full for any period of time, such an administrative ruling falls within the Tax Administrator's administrative discretion to enforce this section. The Tax Administrator's exercise of prosecutorial forbearance under this chapter does not constitute a change in taxing methodology for purposes of Government Code Section 53750(h), and the City does not waive or abrogate its ability to impose the telephone users' tax in full as a result of issuing such administrative rulings and may suspend such rulings and recommence collection of the tax without additional voter approval. An administrative ruling shall not constitute a new tax or an increase in an existing tax if such administrative ruling is:

(1) Consistent with the existing ordinance language; and

(2) Merely reflects a change in, clarification to, or new rendition of:

(A) The definition, interpretation, or application of substantial nexus by a court of competent jurisdiction or by preemptive State or Federal law, for purposes of taxation,

(B) The sourcing of taxable transactions based upon industry custom and practice, which furthers administrative efficiency and minimizes multi-jurisdictional taxation.

(d) The following shall be exempt from the tax imposed under this section:

(1) Charges paid for by inserting coins in coin-operated telephones available to the public with respect to local telephone service, or with respect to long distance telephone service if the charge for such long distance telephone service is less than twenty-five cents (25¢); except that where such coin-operated telephone service is furnished for a guaranteed amount, the amounts paid under such guarantee plus any fixed monthly or other periodic charge shall be subject to the tax.

(2) Except with respect to local telephone service, on any charges for services

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used in the collection of news for the public press, or a news ticker service furnishing a general news service similar to that of the public press, or radio broadcasting, or in the dissemination of news through the public press, or a news ticker service furnishing a general news service similar to that of the public press, or by means of radio broadcasting, if the charge for such service is billed in writing to such person.

(3) Charges for services furnished to an international organization designated under the International Organizations Immunities Act and defined in 22 USCA 288 or to the American National Red Cross.

(4) Charges for any long distance telephone service which originates within a combat zone, as defined in Section 112 of the Internal Revenue Code, from a member of the Armed Forces of the United States performing service in such combat zone, as determined under such section, provided a certificate, setting forth such facts as the Secretary of the U.S. Treasury may by regulations prescribe, is furnished to the person receiving such payment.

(5) Charges for any long distance telephone service to the extent that the amount so paid is for use by a common carrier, telephone or telegraph company, or radio broadcasting station or network in the conduct of its business as such.

(6) Amounts paid by a nonprofit hospital for services furnished to such organization. For purposes of this subsection, the term "nonprofit hospital" means a hospital referred to in Internal Revenue Code Section 170(b)(1)(A)(iii) which is exempt from income tax under Internal Revenue Code Section 501(a).

(7) Charges for services or facilities furnished to the government of any State, any political subdivision thereof, or the District of Columbia.

(8) Charges paid by a nonprofit educational organization for services or facilities furnished to such organization. For purposes of this subsection, the term "nonprofit educational organization" means an educational organization described in Internal Revenue Code Section 170(b)(1)(A)(ii) which is exempt from income tax under Internal Revenue Code Section 501(a). The term also includes a school operated as an activity of an organization described in Internal Revenue Code Section 501(c)(3) which is exempt from income tax under Internal Revenue Code Section 501(a), if such school normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of pupils or students in attendance at the place where its educational activities are regularly carried on.

(9) Internet access charges and content. Nothing in this chapter is intended to tax internet access charges or internet content such as, but not limited to, DSL internet connection fees, internet streamlining of broadcast audio and video programming services and digital downloads such as downloads of books, music, ringtones, games and similar digital products. This exemption does not apply to methods of delivering telephone communication services over the

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internet, such as but not limited to, Voice over the Internet Protocol (VoIP) telephone services.

(e) To prevent actual multi-jurisdictional taxation of telephone communication services subject to tax under this section, any service user, upon proof to the Tax Administrator that the service user has previously paid the same tax in another State or City on such telephone communication services, shall be allowed a credit against the tax imposed to the extent of the amount of such tax legally imposed in such other State or City; provided, however, the amount of credit shall not exceed the tax owed to the City under this section.

(f) The tax imposed by this section shall be collected from the service user by service supplier. The amount of tax collected in one month shall be remitted to the Tax Administrator, and must be received by the Tax Administrator on or before the twentieth day of the following month.

(g) This section shall be construed broadly in favor of the imposition and collection of the utility users' tax to the fullest extent permitted by California and Federal law, and as it may change from time to time. Any telephone communication service (including VoIP) used by a person with a service address in the City, which service is capable of terminating a call to another person on the general telephone network, shall be subject to a rebuttable presumption that "substantial nexus/minimum contacts" exists for purposes of imposing a tax, or establishing a duty to collect and remit a tax, under this chapter. A service supplier shall be deemed to have sufficient activity in the City to be obligated to collect and remit the tax imposed by this chapter if it does any of the following: maintains or has within the City, directly or through an agent or subsidiary, a place of business of any nature; solicits business in the City by employees, independent contractors, resellers, agents or other representatives; solicits business in the City by means of advertising that is broadcast or relayed from a transmitter within the City or distributed from a location within the City; or advertises in newspapers or other periodicals printed and published within the City or through materials distributed in the City by means other than the United States mail.

(§ 1, Ord. 2952 c.s., eff. February 3, 2005 as amended by Ord. 3031 c.s., eff. April 3, 2009)

§ 8-9.05. Electricity users' tax.

(a) There is hereby imposed a tax upon every person using electricity in the City. The tax imposed by this section shall be at the rate of four and 75/100ths (4.75%) percent of the charges made for such electricity and for any supplemental services or other associated activities directly related to and/or necessary for the provision of electricity to the service user, which are provided by a service supplier or nonutility service supplier to a service user.

(b) As used in this section, the term "charges" shall apply to all services, components and items that are: (i) necessary or common to the receipt, use and enjoyment of electric service: or, (ii) currently, or historically have been, included in a single or

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bundled rate for electric service by a local distribution company to a class of retail customers. The term "charges" shall include, but is not limited to, the following charges:

(1) Energy charges;

(2) Distribution or transmission charges;

(3) Metering charges;

(4) Stand-by, reserves, firming, ramping, voltage support, regulation, emergency, or other similar minimum charges for supplemental services to an electric service user that produces electricity for self-use and is subject to Section 8-9.07 of this chapter;

(5) Customer charges, late charges, service establishment or reestablishment charges, demand charges, fuel or other cost adjustments, power exchange charges, independent system operator (ISO) charges, stranded investment or competitive transition charges (CTC), public purpose program charges, nuclear decommissioning charges, trust transfer amounts (bond financing charges), franchise fees, franchise surcharges, annual and monthly charges, and other charges, fees and surcharges which are necessary to or common for the receipt, use and enjoyment of electric service; and

(6) Charges, fees, or surcharges for electricity services or programs, which are mandated by the California Public Utilities Commission or the Federal Energy Regulatory Commission, whether or not such charges, fees, or surcharges appear on a bundled or line item basis on the customer billing.

(c) As used in this section, the term "charges" shall include the value of any other services, credits, property of every kind or nature, or other consideration provided by the service user in exchange for the electricity or services related to the provision of such electricity.

(d) The Tax Administrator, from time to time, may survey the electric service suppliers to identify the various unbundled billing components of electric retail service that they commonly provide to residential and commercial/industrial customers in the City, and the charges therefor, including those items that are mandated by state or federal regulatory agencies as a condition of providing such electric service. The Tax Administrator, thereafter, may issue and disseminate to such electric service suppliers an administrative ruling identifying those components and items which are: (i) necessary or common to the receipt, use or enjoyment of electric service; or, (ii) currently, or historically have been, included in a single or bundled rate for electric service by a local distribution company to a class of retail customers. Unbundled charges for such components and items shall be subject to the tax of subsection (a) above.

(e) As used in this section, the term "using electricity" shall not be construed to include:

(1) The mere receiving of such electricity by an electric public utility or

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governmental agency at a point within the City for resale; or,

(2) The use of an electricity product of which a significant portion is derived from high-quality, new renewable resources. The Tax Administrator shall adopt rules and regulations not inconsistent with this section to establish definitions and criteria for electricity products that qualify under this paragraph. This paragraph shall become inoperative and be deemed repealed five years after its effective date, unless extended by an ordinance adopted by the City Council.

(f) The tax on electricity provided by self-production or by a nonutility service supplier not under the jurisdiction of this chapter shall be collected and remitted in the manner set forth in Section 8-9.07 of this chapter, All other taxes imposed by this section shall be collected from the service user by the electric service supplier or its billing agent. The amount of tax collected in one month shall be remitted to the Tax Administrator, and must be received by the Tax Administrator on or before the twentieth day of the following month; or, at the option of the person required to collect and/or remit the tax, such person shall remit an estimated amount of tax measured by the tax billed in the previous month or upon the payment pattern of the service user, which must be received by the Tax Administrator on or before the twentieth day of the following month, provided that the service user shall submit an adjusted payment or request for credit, as appropriate, within 60 days following each calendar quarter. The credit, if approved by the Tax Administrator, may be applied against any subsequent tax bill that becomes due.

(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.06. Gas users' tax.

(a) There is hereby imposed a tax upon every person using gas in the City which is delivered through a pipeline distribution system. The tax imposed by this section shall be at the rate of four and 75/100ths (4.75%) percent of the charges made for such gas including all services related to the storage, transportation and delivery of such gas.

(b) As used in this section, the term "charges" shall apply to all services, components and items for gas service that are: (i) necessary or common to the receipt, use and enjoyment of gas service; or, (ii) currently, or historically have been, included in a single or bundled rate for gas service by a local distribution company to a class of retail customers. The term "charges" shall include, but is not limited to, the following charges:

(1) The commodity charges for purchased gas, or the cost of gas owned by the service user (including the actual costs attributed to drilling, production, lifting, storage, gathering, trunkline, pipeline, and other operating costs associated with the production and delivery of such gas), which is delivered through a gas pipeline distribution system;

(2) Gas transportation charges (including interstate charges to the extent not included in commodity charges);

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(3) Storage charges; provided, however, that the service supplier shall not be required to apply the tax to any charges for gas storage services when the service supplier cannot, as a practical matter, determine the jurisdiction where such stored gas is ultimately used; but it shall be the obligation of the service user to self-collect the amount of tax not applied to any charge for gas storage by the service supplier and to remit the tax to the appropriate jurisdiction;

(4) Capacity or demand charges, late charges, service establishment or reestablishment charges, transition charges, customer charges, minimum charges, annual and monthly charges, and any other charges which are necessary or common to the receipt, use and enjoyment of gas service; and,

(5) Charges, fees or surcharges for gas services or programs, which are mandated by the California Public Utilities Commission or the Federal Energy Regulatory Commission, whether or not such charges, fees, or surcharges appear on a bundled or line item basis on the customer billing.

(c) As used in this section, the term "charges" shall include the value of any other services, credits, property of every kind or nature, or other consideration provided by the service user in exchange for the gas or services related to the delivery of such gas.

(d) The Tax Administrator, from time to time, may survey the gas service suppliers to identify the various unbundled billing components of gas retail service that they commonly provide to residential and commercial/industrial customers in the City, and the charges therefor, including those items that are mandated by state or federal regulatory agencies as a condition of providing such gas service. The Tax Administrator thereafter, may issue and disseminate to such gas service suppliers an administrative ruling identifying those components and items which are: (i) necessary or common to the receipt, use or enjoyment of gas service; or, (ii) currently, or historically have been, included in a single or bundled rate for gas service by a local distribution company to a class of retail customers. Unbundled charges for such components and items shall be subject to the tax of subsection (a) above.

(e) There shall be excluded from the base on which the tax imposed by this section is computed charges made for gas which is to be resold and delivered through a pipeline distribution system.

(f) The tax on gas provided by self-production or by a nonutility service supplier not under the jurisdiction of this chapter shall be collected and remitted in the manner set forth in Section 8-9.07 of this chapter. All other taxes imposed by this section shall be collected from the service user by the gas service supplier or its billing agent. The amount collected in one month shall be remitted to the Tax Administrator, and must be received by the Tax Administrator on or before the twentieth day of the following month; or, at the option of the person required to collect and/or remit the tax, such person shall remit an estimated amount of tax measured by the tax billed in the previous month or upon the payment pattern of the service user, which must be received by the Tax Administrator on or before the

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twentieth day of the following month, provided that the service user shall submit an adjusted payment or request or credit, as appropriate, within 60 days following each calendar quarter. The credit, if approved by the Tax Administrator, may be applied against any subsequent tax bill that becomes due.

(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.07. Collection of tax from service users receiving direct purchase of gas or electricity.

(a) Any service user subject to the tax imposed by Section 8-9.05 or by Section 8-9.06 of this chapter, which produces gas or electricity for self-use; which receives gas or electricity, including any related supplemental services, directly from a nonutility service supplier not under the jurisdiction of this chapter; or which, for any other reason, is not having the full tax collected and remitted by its service supplier, a nonutility service supplier, or its billing agent on the use of gas or electricity in the City, including any related supplemental services, shall report said fact to the Tax Administrator and shall remit the tax due directly to the Tax Administrator within 30 days of such use. In lieu of paying said actual tax, the service user may, at its option, remit to the Tax Administrator within 30 days of such use an estimated amount of tax measured by the tax billed in the previous month, or upon the payment pattern of similar customers of the service supplier using similar amounts of gas or electricity, provided that the service user shall submit an adjusted payment or request for credit, as appropriate, within 60 days following each calendar quarter. The credit, if approved by the Tax Administrator, may be applied against any subsequent tax bill that becomes due.

(b) The Tax Administrator may require said service user to identify its nonutility service supplier and provide, subject to audit, invoices, books of account, or other satisfactory evidence documenting the quantity of gas or electricity used, including any related supplemental services, and the cost or price thereof. If the service user is unable to provide such satisfactory evidence; or, if the administrative cost of calculating the tax in the opinion of the Tax Administrator is excessive, the Tax Administrator may determine the tax by applying the tax rate to the equivalent charges the service user would have incurred if the gas or electricity used, including any related supplemental services, had been provided by the service supplier that is the primary supplier of gas or electricity within the City. Rate schedules for this purpose shall be available from the City.

(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.08. Water users' tax.

(a) There is hereby imposed a tax upon every person using water in the City which is delivered through a pipeline distribution system. The tax imposed by this section shall be at the rate of four and 75/100ths (4.75%) percent of the charges made for such water and shall be collected by the water service supplier or its billing agent.

(b) As used in this section, the term "charges" shall apply to all services, components and items that are: (i) necessary or common to the receipt, use and enjoyment of

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water service; or, (ii) currently, or historically have been, included in a single or bundled rate for water service by a local distribution company to a class of retail customers. The term "charges" shall include, but is not limited to, the following charges:

(1) Water commodity charges (potable and non-potable);

(2) Distribution or transmission charges;

(3) Metering charges;

(4) Customer charges, late charges, service establishment or reestablishment charges, franchise fees, franchise surcharges, annual and monthly charges, and other charges, fees and surcharges which are necessary for or common to the receipt, use and enjoyment of water service; and,

(5) Charges, fees, or surcharges for water services or programs, which are mandated by a water district or a state or federal agency, whether or not such charges, fees, or surcharges appear on a bundled or line item basis on the customer billing.

(c) As used in this section, the term "charges" shall include the value of any other services, credits, property of every kind or nature, or other consideration provided by the service user in exchange for the water services.

(d) The Tax Administrator, from time to time, may survey the water service suppliers in the City to identify the various unbundled billing components of water retail service that they commonly provide to residential and commercial/industrial customers in the City, and the charges therefor, including those items that are mandated by a water district or a state or federal agency as a condition of providing such water service. The Tax Administrator, thereafter, may issue and disseminate to such water service suppliers an administrative ruling identifying those components and items which are: (i) necessary or common to the receipt, use or enjoyment of water service; or, (ii) currently, or historically have been, included in a single or bundled rate for water service by a local distribution company to a class of retail customers. Unbundled charges for such components and items shall be subject to the tax of subsection (a) of this section.

(e) There shall be excluded from the base on which the tax imposed by this section is computed charges made for water which is to be resold and delivered through a pipeline distribution system.

(f) The tax imposed by this section shall be collected from the service user by the service supplier or its billing agent. The amount of tax collected in one month shall be remitted to the Tax Administrator, and must be received by the Tax Administrator on or before the twentieth day of the following month.

(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.09. Video users' tax.

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(a) There is hereby imposed a tax upon every person using video services in the City from a video service supplier. The tax imposed by this section shall be at the rate of four and 75/100ths (4.75%) percent of the charges made for such service and shall be collected from the service user by the video service supplier, or its billing agent

(b) As used in this section, the term "charges" shall apply to all services, components and items that are: (i) necessary or common to the receipt, use and enjoyment of video service; or, (ii) currently, or historically have been, included in a single or bundled rate for video service by a local video service supplier to a class of retail customers. The term "charges" shall include, but is not limited to, the following charges:

(1) Franchise fees and access fees (PEC), whether designated on the customer's bill or not;

(2) Initial installation of equipment necessary for provision and receipt of video services;

(3) Late fees, collection fees, bad debt recoveries, and return check fees;

(4) Activation fees, reactivation fees, and reconnection fees;

(5) All programming services (e.g., basic services, premium services, audio services, video games, pay-per-view services, video on demand, and electronic program guide services);

(6) Equipment leases (e.g., converters, remote devices);

(7) Service calls, service protection plans, name changes, changes of services, and special services (e.g., no promotional mail); and

(8) The leasing of channel.

(c) As used in this section, the term "charges" shall include the value of any other services, credits, property of every kind or nature, or other consideration provided by the service user in exchange for the video services.

(d) The Tax Administrator, from time to time, may survey the video service suppliers in the City to identify the various components of video service that are being offered to customers within the City, and the charges therefor. The Tax Administrator, thereafter, may issue and disseminate to such video service suppliers an administrative ruling identifying those components: (i) that are necessary or common to the receipt, use or enjoyment of video service; or, (ii) which currently are, or historically have been, included in a bundled rate for video service by a local distribution company. Charges for such components shall be subject to the tax of subsection (a) above.

(e) The tax imposed by this section shall be collected from the service user by the video service supplier, its billing agent, or a reseller of such services. In the case of video service, the service user shall be deemed to be the purchaser of the bulk video service (e.g., an apartment owner), unless such service is resold to individual users,

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in which case the service user shall be the ultimate purchaser of the video service. The amount collected in one month shall be remitted to the Tax Administrator, and must be received by the Tax Administrator on or before the twentieth day of the following month.

(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.10. Bundling taxable items with nontaxable items.

Except as otherwise provided by state or federal law, or as approved in writing by the Tax Administrator, if one or more nontaxable items are bundled or aggregated together with one or more taxable items (as provided for by this chapter) under a single charge on a service user's bill, the entire single charge shall be deemed taxable (e.g., aggregating internet access service with voice service under a single charge).

(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.11. Substantial nexus/minimum contacts.

For purposes of imposing a tax or establishing a duty to collect and remit a tax under this chapter, "substantial nexus" and "minimum contacts" shall be construed broadly in favor of the imposition, collection and/or remittance of the utility users tax to the fullest extent permitted by state and federal law, and as it may change from time to time by judicial interpretation or by statutory enactment.

(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.12. Exemptions.

(a) There shall be excluded from the tax imposed by the provisions of this chapter taxes on utilities used in conducting the business of a utility.

(b) The tax imposed by this chapter shall not apply to the following:

(1) Heads of households. Any head of household in which the combined gross income, including Social Security, for the most recently completed calendar year for all members of the household residing in the principal place of residence does not exceed Fifteen Thousand and no/100ths ($15,000.00) Dollars and the head of household is at least 62 years of age or permanently disabled. Proof of permanent disability shall be deemed sufficient if the applicant produces evidence of the receipt of benefits under the Social Security Administration's Supplemental Security Income Program for the Aged, Blind, and Disabled or by the possession of the Medi-Cal insurance card appropriately coded to indicate permanent disability;

(2) Individuals: Sixty-two years or older. An individual whose total gross income, including Social Security, for the most recently completed calendar year does not exceed Twelve Thousand and no/100ths ($12,000.00) Dollars and the taxpayer is 62 years of age or permanently disabled. Proof of permanent disability shall be established as set forth in subsection (b)(1) of this section; and

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(3) Individuals: Sixty years or older. An individual whose income for the year in which such taxes were due was no more than Three Thousand Three Hundred Fifty and no/100ths ($3,350.00) Dollars provided the taxpayer was at least 60 years of age at the time the taxes were accrued.

(c) The exemptions granted by this section shall not eliminate the duty of the service supplier from collecting such taxes from such exempt individuals or the duty of such exempt individuals from paying such taxes to the service supplier, unless an exemption is applied for by the service user and granted in accordance with the provisions of this section.

(d) Any service user exempt from the taxes imposed by this chapter because of the provisions of subsection (b) may file an application with the Tax Administrator for an exemption. Such application shall be made upon a form supplied by the Tax Administrator and shall state those facts, declared under the penalty of perjury, which qualify the applicant for an exemption.

(e) The Tax Administrator shall review all such applications and shall certify as exempt those applicants determined to qualify therefor and shall notify all service suppliers affected that such exemptions have been approved. For each exemption, the following information shall be transmitted to the service supplier:

(1) The name of the exempt applicant;

(2) The account number shown on the utility bill;

(3) The address to which exempt service is being supplied; and

(4) Any other information which may be necessary for the service supplier to remove the exempt service user from its tax billing procedure.

(f) Upon the receipt of such notice, the service supplier shall not be required to continue to bill any further tax imposed by this chapter on such exempt service user until further notice by the Tax Administrator is given. The service supplier shall eliminate such exempt service user from its tax billing procedure no later than 60 days after the receipt of such notice from the Tax Administrator.

(g) All exemptions shall continue and be renewed automatically by the Tax Administrator so long as the prerequisite facts supporting the initial qualification for exemption shall continue; provided, however, the exemption shall automatically terminate with any change in the service address or residence of the exempt individual; and provided, further, such individual may nevertheless apply for a new exemption with each change of address or residence.

(h) The Tax Administrator shall have the power and right to demand evidence of the continued eligibility of a service user for an exemption under the provisions of this section. Such evidence may include, but need not be limited to, copies of business records, letters, statements from the Social Security Administration, copies of income tax returns, and such other evidence, concerning the service user or other members of his household which may tend to prove or disapprove such eligibility.

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Failure to provide such evidence, when such evidence is requested from the service user in writing by the Tax Administrator, shall be grounds for the immediate discontinuance of the service user's eligibility for exemption under the provisions of this subsection.

(i) Any individual exempt from the tax shall notify the Tax Administrator within 10 days of any change in fact or circumstance which might disqualify such individual from receiving such exemption. It shall be a misdemeanor for any person to knowingly receive the benefits of the exemption provided by this subsection when the basis for such exemption either does not exist or ceases to exist.

(j) Notwithstanding any of the provisions of this section, any service supplier who determines by any means that a new or nonexempt service user is receiving service through a meter or connection exempt by virtue of an exemption issued to a previous user or exempt user of the same meter or connection shall immediately notify the Tax Administrator of such fact, and the Tax Administrator shall conduct an investigation to ascertain whether or not the provisions of this subsection have been complied with and, where appropriate, order the service supplier to commence collecting the tax from the nonexempt service user.

(k) If the Tax Administrator determines that an application for exemption is faulty, or that the applicant has failed to truthfully set forth such facts, the application for the exemption shall be denied in writing to the applicant. The applicant shall thereafter have a right to file an amended application for an exemption or to appeal the Tax Administrator's decision to the City Manager within a 10 day period after the mailing date of the Tax Administrator's rejection. In the case of an appeal, the City Manager shall review the facts in consultation with the City Attorney and shall render a final determination on such appeal.

(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.13. Duty to collect—Procedures.

(a) Collection by service suppliers. The duty of service suppliers to collect and remit the taxes imposed by the provisions of this chapter shall be performed as follows:

(1) The tax shall be collected by service suppliers insofar as practicable at the same time as, and along with, the collection of the charges made in accordance with the regular billing practice of the service supplier. Where the amount paid by a service user to a service supplier is less than the full amount of the charge and tax which was accrued for the billing period, a proportionate share of both the charge and the tax shall be deemed to have been paid. In those cases where a service user has notified the service supplier of refusal to pay the tax imposed on said charges, Section 8-9.17 shall apply.

(2) The duty of a service supplier to collect the tax from a service user shall commence with the beginning of the first regular billing period applicable to the service user where all charges normally included in such regular billing are subject to the provisions of this chapter. Where a person receives more than one billing, one or more being for different periods than another, the duty to

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collect shall arise separately for each billing period.

(b) Filing return and payment. Each person required by this chapter to remit a tax shall file a return to the Tax Administrator, on forms approved by the Tax Administrator, on or before the due date. The full amount of the tax collected shall be included with the return and filed with the Tax Administrator. The Tax Administrator is authorized to require such additional information as he or she deems necessary to determine if the tax is being levied, collected, and remitted in accordance with this chapter. Returns are due immediately upon cessation of business for any reason. Pursuant to Revenue and Tax Code Section 7284.6, the Tax Administrator, and its agents, shall maintain such filing returns as confidential information that is exempt from the disclosure provisions of the Public Records Act.

(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.14. Collection penalties—Service suppliers and self-collectors.

(a) Taxes collected from a service user, or owed by a service user subject to Section 8-9.07 of this chapter, are delinquent if not received by the Tax Administrator on or before the due date. Should the due date occur on a weekend or legal holiday, the return must be received by the Tax Administrator on the first regular working day following the weekend or legal holiday. A direct deposit, including electronic fund transfers and other similar methods of electronically exchanging monies between financial accounts, made by a service supplier in satisfaction of its obligations under this subsection shall be considered timely if the transfer is initiated on or before the due date, and the transfer settles into the City's account on the following business day.

(b) If the person required to collect and/or remit the utility users' tax fails to collect the tax (by failing to properly assess the tax on one or more services or charges on the customer's billing) or fails to remit the tax collected on or before the due date, or, in the case of a service user that fails to properly self-collect and remit the tax under Section 8-9.07 of this chapter on or before the due date, the Tax Administrator shall attach a penalty for such delinquencies or deficiencies at the rate of 15% of the total tax that is delinquent or deficient in the remittance, and shall pay interest at the rate of zero and 75/100ths (0.75%) percent per month, or any fraction thereof, on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent, until paid.

(c) The Tax Administrator shall have the power to impose additional penalties upon persons required to collect and remit taxes pursuant to the provisions of this chapter for fraud or gross negligence in reporting or remitting at the rate of 15% of the amount of the tax collected and/or required to be remitted, or as recomputed by the Tax Administrator.

(d) For collection purposes only, every penalty imposed and such interest that is accrued under the provisions of this section shall become a part of the tax herein required to be paid.

(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

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§ 8-9.15. Actions to collect.

Any tax required to be paid by a service user under the provisions of this chapter shall be deemed a debt owed by the service user to the City. Any such tax collected from a service user which has not been remitted to the Tax Administrator shall be deemed a debt owed to the City by the person required to collect and remit and shall no longer be a debt of the service user. Any person owing money to the City under the provisions of this chapter shall be liable to an action brought in the name of the City for the recovery of such amount, including penalties and interest as provided for in this chapter, along with any collection costs incurred by the City as a result of the person's noncompliance with this chapter, including, but not limited to, reasonable attorneys tees. Any tax required to be collected by a service supplier or owed by a service user is an unsecured priority excise tax obligation under 11 U.S.C.A. Section 507(a)(8)(C).
(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.16. Deficiency determination and assessment—Tax application errors.

(a) The Tax Administrator shall make deficiency determination if he or she determines that any person required to pay, collect or self-collect taxes pursuant to the provisions of this chapter has failed to pay, collect, self-collect and/or remit the proper amount of tax by improperly or failing to apply the tax to one or more taxable services or charges.

(b) The Tax Administrator shall mail a notice of such deficiency determination to the person required to pay or remit the tax, which notice shall refer briefly to the amount of the taxes owed plus interest at the rate of zero and 75/100ths (0.75%) percent per month, or any fraction thereof, on the amount of the tax from the date on which the tax should have been received by the City. Within 14 calendar days after the date of service of such notice, the person may request in writing to the Tax Administrator for a hearing on the matter.

(c) If the person fails to request a hearing within the prescribed time period, the amount of the deficiency determination shall become a final assessment, and shall immediately be due and owing to the City. If the person requests a hearing, the Tax Administrator shall cause the matter to be set for hearing, which shall be scheduled within 30 days after receipt of the written request for hearing. Notice of the time and place of the hearing shall be mailed by the Tax Administrator to such person at least 10 calendar days prior to the hearing, and, if the Tax Administrator desires said person to produce specific records at such hearing, such notice may designate the records requested to be produced.

(d) At the time fixed for the hearing, the Tax Administrator shall hear all relevant testimony and evidence, including that of any other interested parties. At the discretion of the Tax Administrator, the hearing may be continued from time to time for the purpose of allowing the presentation of additional evidence. Within a reasonable time following the conclusion of the hearing, the Tax Administrator shall issue a final assessment (or non-assessment), thereafter, by confirming, modifying or rejecting the original deficiency determination, and shall mail a copy

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of such final assessment to person owing the tax. The decision of the Tax Administrator may be appealed pursuant to Section 8-9.21 of this chapter. Filing an application with the Tax Administrator and appeal to the City Manager pursuant to Section 8-9.21 of this chapter is a prerequisite to a suit thereon.

(e) Payment of the final assessment shall become delinquent if not received by the Tax Administrator on or before the thirtieth day following the date of receipt of the notice of final assessment. The penalty for delinquency shall be 15% on the total amount of the assessment, along with interest at the rate of zero and 75/100ths (0.75%) percent per month, or any fraction thereof, on the amount of the tax, exclusive of penalties, from the date of delinquency, until paid. The applicable statute of limitations regarding a claim by the City seeking payment of a tax assessed under this chapter shall commence from the date of delinquency as provided in this subsection (e).

(f) All notices under this section may be sent by regular mail, postage prepaid, and shall be deemed received on the third calendar day following the date of mailing, as established by a proof of mailing.

(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.16.1. Applicability of Ordinance 2952.

The provisions of this Title 8 of Chapter 9 of the Redondo Beach Municipal Code as they existed prior to February 3, 2005, the effective date of City of Redondo Beach Ordinance No. 2952-04, shall be and are hereby reinstated and shall continue in full force and effect for the following purpose and no other purpose: The procedures and provisions of said ordinance shall govern and apply to the assessment and collection of taxes on the use of utilities which occurred prior to February 3, 2005 and all related matters, including the conduct of administrative proceedings, court actions and other proceedings involving the assessment, confirmation, modification or enforcement of any taxes on utilities used prior to the effective date of Ordinance No. 2952-04.

(§ 1, Ord. 2963 c.s., eff. May 19, 2005)

§ 8-9.17. Administrative remedy—Non-paying service users.

(a) Whenever the Tax Administrator determines that a service user has deliberately withheld the amount of the tax owed by the service user from the amounts remitted to a person required to collect the tax, or whenever the Tax Administrator deems it in the best interest of the City, he or she may relieve such person of the obligation to collect the taxes due under this chapter from certain named service users for specific billing periods. To the extent the service user has failed to pay the amount of tax owed for a period of two or more billing periods, the service supplier shall be relieved of the obligation to collect taxes due. The service supplier shall provide the City with the names and addresses of such service users and the amounts of taxes owed under the provisions of this chapter.

(b) In addition to the tax owed, the service user shall pay a delinquency penalty at the rate of 15% of the total tax that is owed, and shall pay interest at the rate of zero

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and 75/100ths (0.75%) percent per month, or any fraction thereof, on the amount of the tax, exclusive of penalties, from the due date, until paid.

(c) The Tax Administrator shall notify the non-paying service user that the Tax Administrator has assumed the responsibility to collect the taxes due for the stated periods and demand payment of such taxes, including penalties and interest. The notice shall be served on the service user by personal delivery or by deposit of the notice in the United States mail, postage prepaid, addressed to the service user at the address to which billing was made by the person required to collect the tax; or, should the service user have a change of address, to his or her last known address.

(d) If the service user fails to remit the tax to the Tax Administrator within 30 days from the date of the service of the notice upon him or her, the Tax Administrator may impose an additional penalty of 15% of the amount of the total tax that is owed.

(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.18. Additional powers and duties of the Tax Administrator.

(a) The Tax Administrator shall have the power and duty, and is hereby directed, to enforce each and all of the provisions of this chapter.

(b) The Tax Administrator may adopt administrative rules and regulations not inconsistent with provisions of this chapter for the purpose of interpreting, clarifying, carrying out and enforcing the payment, collection and remittance of the taxes herein imposed. A copy of such administrative rules and regulations shall be on file in the Tax Administrator's office. The adoption of an administrative ruling by Tax Administrator pursuant to this subsection (b) shall not constitute an "extension" or "increase" of the tax imposed by this chapter, provided that the administrative ruling does not cause the percentage rate of the tax to exceed the percentage rates set forth in this chapter (as authorized by California Constitution Chapter XIIIC, Section 2(d), and California Government Code Section 53750(h)(2)).

(c) Upon a proper showing of good cause, the Tax Administrator may make administrative agreements, with appropriate conditions, to vary from the strict requirements of this chapter and thereby: (1) conform to the billing procedures of a particular service supplier (or service user subject to Section 8-9.07 of this chapter) so long as said agreements result in the collection of the tax in conformance with the general purpose and scope of this chapter; or, (2) to avoid a hardship where the administrative costs of collection and remittance greatly outweigh the tax benefit. A copy of each such agreement shall be on file in the Tax Administrator's office, and are voidable by the Tax Administrator or the City at any time.

(d) The Tax Administrator may conduct an audit to ensure proper compliance with the requirements of this chapter, of any person required to collect and/or remit a tax pursuant to this chapter. The Tax Administrator shall notify said person of the initiation of an audit in writing. In the absence of fraud or other intentional misconduct, the audit period of review shall not exceed a period of three years next preceding the date of receipt of the written notice by said person from the Tax

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Administrator. Upon completion of the audit, the Tax Administrator may make a deficiency determination pursuant to Section 8-9.16 of this chapter for all taxes (and applicable penalties and interest) owed and not paid, as evidenced by information provided by such person to the Tax Administrator. If said person is unable or unwilling to provide sufficient records to enable the Tax Administrator to verify compliance with this chapter, the Tax Administrator is authorized to make a reasonable estimate of the deficiency. Said reasonable estimate shall be entitled to a rebuttable presumption of correctness.

(e) Upon receipt of a written request of a taxpayer, and for good cause, the Tax Administrator may extend the time for filing any statement required pursuant to this chapter for a period of not to exceed 45 days, provided that the time for filing the required statement has not already passed when the request is received. No penalty for delinquent payment shall accrue by reason of such extension. Interest shall accrue during said extension at the rate of zero and 75/100ths (0.75%) percent per month, prorated for any portion thereof.

(f) The Tax Administrator shall determine the eligibility of any person who asserts a right to exemption from, or a refund of, the tax imposed by this chapter.

(g) The City Manager may compromise a claim made pursuant to this chapter in accordance with the authority set forth in Redondo Beach Municipal Code Section 2-11.04.

(h) Notwithstanding any provision in this chapter to the contrary, the Tax Administrator may waive any penalty or interest imposed upon a person required to collect and/or remit for failure to collect the tax imposed by this chapter if the non-collection occurred in good faith. In determining whether the non-collection was in good faith, the Tax Administrator shall take into consideration industry practice or other precedence.

(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.19. Records.

(a) It shall be the duty of every person required to collect and/or remit to the City any tax imposed by this chapter to keep and preserve, for a period of at least three years, all records as may be necessary to determine the amount of such tax as he/she may have been liable for the collection of and remittance to the Tax Administrator, which records the Tax Administrator shall have the right to inspect at a reasonable time.

(b) The City may issue an administrative subpoena to compel a person to deliver, to the Tax Administrator, copies of all records deemed necessary by the Tax Administrator to establish compliance with this chapter, including the delivery of records in a common electronic format on readily available media if such records are kept electronically by the person in the usual and ordinary course of business. As an alternative to delivering the subpoenaed records to the Tax Administrator on or before the due date provided in the administrative subpoena, such person may provide access to such records outside the City on or before the due date, provided

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that such person shall reimburse the City for all reasonable travel expenses incurred by the City to inspect those records, including travel, lodging, meals, and other similar expenses, but excluding the normal salary or hourly wages of those persons designated by the City to conduct the inspection.

(c) The Tax Administrator is authorized to execute a non-disclosure agreement approved by the City Attorney to protect the confidentiality of customer information pursuant to California Revenue and Tax Code Sections 7284.6 and 7284.7. The Tax Administrator may request from a person providing transportation services of gas or electricity to service users within the City a list of the names and addresses, and other pertinent information, of its transportation customers within the City pursuant to Section6354(e) of the California Public Utilities Code.

(d) If a service supplier uses a billing agent or billing aggregator to bill, collect, and/or remit the tax, the service supplier shall: (i) provide to the Tax Administrator the name, address and telephone number of each billing agent and billing aggregator currently authorized by the service supplier to bill, collect, and/or remit the tax to the City; and, (ii) upon request of the Tax Administrator, deliver, or effect the delivery of, any information or records in the possession of such billing agent or billing aggregator that, in the opinion of the Tax Administrator, is necessary to verify the proper application, calculation, collection and/or remittance of such tax to the City.

(e) If any person subject to record-keeping under this section unreasonably denies the Tax Administrator access to such records, or fails to produce the information requested in an administrative subpoena within the time specified, then the Tax Administrator may impose a penalty of Five Hundred and no/100ths ($500.00) Dollars on such person for each day following: (i) the initial date that the person refuses to provide such access; or, (ii) the due date for production of records as set forth in the administrative subpoena. This penalty shall be in addition to any other penalty imposed under this chapter.

(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.20. Refunds.

Whenever the amount of any tax has been overpaid or paid more than once or has been erroneously or illegally collected or received by the Tax Administrator under this chapter, it may be refunded as provided in this section:

(a) The Tax Administrator may refund any tax that has been overpaid or paid more than once or has been erroneously or illegally collected or received by the Tax Administrator under this chapter, provided that no refund shall be paid under the provisions of this section unless the claimant or his or her guardian, conservator, executor, or administrator has submitted a written claim to the Tax Administrator within one year of the overpayment or erroneous or illegal collection of said tax. Such claim must clearly establish claimant's right to the refund by written records showing entitlement thereto. Nothing herein shall permit the filing of a claim on behalf of a class or group of taxpayers.

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(b) The submission of a written claim, which is acted upon by the City Council, shall be a prerequisite to a suit thereon. (See Section 935 of the California Government Code.) The City Council shall act upon the refund claim within the time period set forth in Government Code Section912.4. If the City Council fails or refuses to act on a refund claim within the time prescribed by Government Section 912.4, the claim shall be deemed to have been rejected by the City Council on the last day of the period within which the City Council was required to act upon the claim as provided in Government Code Section 912.4.

(c) Notwithstanding the notice provisions of subsection (a) of this section, a service supplier that has collected any amount of tax in excess of the amount of tax imposed by this chapter and actually due from a service user (whether due to overpayment or erroneous or illegal collection of said tax), may refund such amount to the service user, or credit to charges subsequently payable by the service user to the service supplier, and claim credit for such overpayment against the amount of tax which is due upon any other monthly returns to the Tax Administrator, provided such credit is claimed in a return dated no later than one year from the date of overpayment or erroneous or illegal collection of said tax. The Tax Administrator shall determine the validity of the service user's claim of credit, and the underlying basis for such claim.

(d) Notwithstanding the notice provisions of subsection (a) of this section, in the event that a service supplier, or a service user subject to Section 8-9.07 of this chapter, remits a tax to City in excess of the amount of tax imposed by this chapter, said service supplier, or service user subject to Section 8-9.07 of this chapter, may claim credit for such overpayment against the amount of tax which is due upon any other monthly returns to the Tax Administrator, provided such credit is claimed in a return dated no later than one year from the date of overpayment of said tax. The Tax Administrator shall determine the validity of the service user's claim of credit, and the underlying basis for such claim.

(e) Notwithstanding other provisions of this section, whenever a service supplier, pursuant to an order of the California Public Utilities Commission, makes a refund to service users of charges for past utility services, the taxes paid pursuant to this chapter on the amount of such refunded charges shall also be refunded to service users, and the service supplier shall be entitled to claim a credit for such refunded taxes against the amount of tax which is due upon the next monthly returns. In the event this ordinance is repealed, the amounts of any refundable taxes will be borne by the City.

(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.21. Appeals.

(a) The provisions of this section apply to any decision (other than a decision relating to a refund pursuant to Section 8-9.20 of this chapter), deficiency determination, assessment, or administrative ruling of the Tax Administrator. Any person aggrieved by any decision (other than a decision relating to a refund pursuant to Section 8-9.20 of this chapter), deficiency determination, assessment, or

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administrative ruling of the Tax Administrator, shall be required to comply with the appeals procedure of this section. Compliance with this section shall be a prerequisite to a suit thereon. (See Government Code Section 935(b).) Nothing herein shall permit the filing of a claim or action on behalf of a class or group of taxpayers.

(b) If any person is aggrieved by any decision (other than a decision relating to a refund pursuant to Section 8-9.20 of this chapter), deficiency determination, assessment, or administrative ruling of the Tax Administrator; he or she may appeal to the City Manager by filing a notice of appeal with the City Clerk within 14 days of the date of the decision, deficiency determination, assessment, or administrative ruling of the Tax Administrator which aggrieved the service user or service supplier.

(c) The matter shall be scheduled for hearing before an independent hearing officer selected by the City Manager, no more than 30 days from the receipt of the appeal. The appellant shall be served with notice of the time and place of the hearing, as well as any relevant materials, at least five calendar days prior to the hearing. The hearing may be continued from time to time upon mutual consent. At the time of the hearing, the appealing party, the Tax Administrator, and any other interested person may present such relevant evidence as he or she may have relating to the determination from which the appeal is taken.

(d) Based upon the submission of such evidence and the review of the City's files, the hearing officer shall issue a written notice and order upholding, modifying or reversing the determination from which the appeal is taken. The notice shall be given within 14 days after the conclusion of the hearing and shall state the reasons for the decision. The notice shall specify that the decision is final and that any petition for judicial review shall be filed within 90 days from the date of the decision in accordance with Code of Civil Procedure Section 1094.6.

(e) All notices under this section may be sent by regular mail, postage prepaid, and shall be deemed received on the third calendar day following the date of mailing, as established by a proof of mailing.

(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.22. No injunction/writ of mandate.

No injunction or wit of mandate or other legal or equitable process shall issue in any suit, action, or proceeding in any court against this City or against any officer of the City to prevent or enjoin the collection under this chapter of any tax or any amount of tax required to be collected and/or remitted.

(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.23. Notice of changes to ordinance.

If a tax under this chapter is added repealed, increased, reduced, or the tax base is changed, the Tax Administrator shall follow the notice requirements of Public Utilities Code Section 799. Prior to the effective date of the ordinance change, the service supplier shall provide the Tax Administrator with a copy of any written procedures

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describing the information that the service supplier needs to implement the ordinance change. If the service supplier fails to provide such written instructions, the Tax Administrator, or his or her agent, shall send, by first class mail, a copy of the ordinance change to all collectors and remitters of the City's utility users' taxes according to the latest payment records of the Tax Administrator.
(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.24. Future amendment to cited statute.

Unless specifically provided otherwise, any reference to a state or federal statute in this chapter shall mean such statute as it may be amended from time to time.
(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.25. Violations misdemeanors.

Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor and shall be punishable as provided for in Section 1-2.01 of Chapter 2 of Title 1 of this Code.
(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.26. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this chapter, or any part thereof, is for any reason held to be invalid, unlawful or unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter or any part thereof. The Mayor and Council hereby declare that they would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared invalid, unlawful or unconstitutional.
(§ 1, Ord. 2952 c.s., eff. February 3, 2005)

§ 8-9.27. Effect of State and Federal authorization.

To the extent that the City's authority to impose or collect any tax imposed under this chapter is expanded or limited as a result of changes in State or Federal law, no amendment or modification of this chapter shall be required to conform the tax to those changes, and the tax shall be imposed and collected to the full extent of the City's authority up to the full amount of the tax imposed under this chapter.
(Ord. 3031 c.s., eff. April 3, 2009)

§ 8-9.28. Independent audit.

The City shall annually verify that the taxes owed under this chapter have been applied, exempted, collected, and remitted in accordance with this chapter, and properly expended according to applicable law. The annual verification shall be performed by a qualified independent third party and the review shall employ reasonable, cost-effective steps to assure compliance, including the use of sampling audits. The verification shall

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not be required of as to a service supplier where the cost of the verification is expected to exceed the tax revenues to be reviewed.
(Ord. 3031 c.s., eff. April 3, 2009)

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Administrative Report

N.3., **File #** 26-0130 **Meeting Date:** 2/3/2026

To: **MAYOR AND CITY COUNCIL**

From: MIKE COOK, IT DIRECTOR
ELEANOR MANZANO, CITY CLERK

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S EFFORTS TO DIGITIZE AND IMPROVE OPERATIONAL PRACTICES RELATED TO CITY RECORDS

EXECUTIVE SUMMARY

In April 2026, the City Council adopted a Strategic Plan that includes the goal to, "Improve Customer Service by Expanding the City's Use of Digital Tools and Online Services." As part of that goal, Council approved an Objective to "Work with Departments to identify the records and processes that can be digitized in order to improve operations and meet retention and disposition requirements. Develop a plan to digitize City records, make them more accessible to the public, and provide a progress report to the City Council."

The Citywide Records Digitization Project (Project) is the direct response to that direction. The effort focuses on expanding secure public access to official records through online tools, reducing reliance on paper-based processes, modernizing internal workflows through electronic forms and automation, and strengthening the City's overall records retention and disposition practices. Over the past year, staff have completed foundational system upgrades, coordinated extensively with Departments, destroyed a significant volume of out-dated records in accordance with approved record retention schedules, and initiated scanning and electronic storage of retained records for multiple Departments.

The City is now well-positioned to expand this work in subsequent years, subject to future funding, with the goal of improving customer service, increasing transparency, reducing long-term storage costs, and preserving the City's historic and official records in a secure and accessible electronic format.

BACKGROUND

The City maintains millions of physical documents stored in basements, vaults, offices, and off-site facilities. Historically, many of these records were managed through paper-based processes or shared network drives, limiting accessibility, increasing risk, and constraining the City's ability to respond efficiently to public records requests and internal operational needs. As a result of these manual practices, many Departments were accumulating records far beyond their disposition schedules.

The City has been a Laserfiche Document Management customer since 1998 and maintains millions of records in core repositories for the City Clerk's Office and the Police Department. As part of this initiative, staff conducted a formal evaluation of the City's document management strategy and confirmed that Laserfiche remains a best-of-breed enterprise content management system. Based on that analysis, staff determined that the most effective and fiscally responsible record keeping approach is to expand the existing Laserfiche environment to encompass Departments that have not historically used the platform, rather than introducing a new system.

The Citywide Records Digitization Project is guided by four primary objectives:

1. To create an easy-to-use online public portal for public access to official City records.
2. To implement electronic workflows for internal business processes using eForms and automation.
3. To establish a secure electronic repository for the long-term preservation of official City records.
4. To strengthen records retention practices by proactively managing outdated, duplicate, or unnecessary records and automate record disposition.

Project Status

Significant foundational work has been completed, including rebuilding the Laserfiche environment, establishing a dedicated test and training environment, implementing trusted backup and preservation controls, and conducting Department-by-Department discovery meetings. This work positions the City to responsibly scale digitization and workflow modernization efforts across the organization.

Staff have held extensive meetings with Departments Citywide to inventory records, review and update retention requirements, and identify opportunities for workflow modernization. To support this effort, the City Clerk's Office has allocated additional part-time staff to assist Departments, and the Information Technology (IT) Department filled a full-time Analyst vacancy with a candidate who has extensive experience in document management, records digitization, and electronic forms development. The City's Laserfiche environment has been upgraded and is fully prepared to accept scanned and born-digital records, with both production and test environments in place.

In the last six months, 987 boxes of records have been destroyed following the appropriate disposition schedules, including records from Police, Finance, Engineering, and Public Works Departments. This proactive disposition effort reduces storage costs, mitigates risk, and ensures that only records with ongoing business or legal value are digitized.

Staff have evaluated multiple scanning approaches, ranging from fully in-house scanning, to hybrid models combining scanning with AI-assisted tools and human quality control, to fully outsourced full-service scanning. While a recommendation has yet to be finalized, staff is strongly considering a hybrid approach to leverage AI technology to classify and extract metadata from scanned documents which would provide considerable cost and time savings to the City.

Current and Planned Digitization Efforts

- In Progress

    - Building Department Permits - approximately 80 boxes currently being scanned
    - Building Department Permits - V: drive import and review (Over 17,000 folders)
- Next in Queue (Scanning Pilot)
    - Building Department - Additional building permits from 1950's
    - Fire Department - approximately 235 boxes, 36,000 plans, and 500 microfiche sheets
- Phase 1 Departments (To Begin FY 2026) - Approx. 2.7 Million Documents
    - Waterfront and Economic Development - 29 boxes
    - Planning - approximately 110 boxes and 11,000 plans
    - Transit - 45 boxes
    - Human Resources - approximately 320 boxes
- Phase 2
    - Housing - approximately 325 boxes.
    - Public Works - approximately 150 boxes and 20,000 plans
        - CIP Documentation
        - Engineering Plans
        - Engineering Permits
    - Community Services, Recreation
    - City Attorney
    - City Manager's Office
- To be Assessed
    - City Hall Basement Vault
        - Additional Planning, Building and CIP Documents
    - Finance
    - Planning and Engineering Electronic File Servers

Electronic Forms and Workflow
Electronic forms are nearing deployment, with Finance workflows for payroll, accounting, and withholdings close to going live. Human Resources workflows are in development and are expected to leverage DocuSign, which is integrated directly with Laserfiche. Many public-facing processes are also being transitioned into existing digital platforms such as iWorq, Access Redondo, and the City website (www.redondo.org), reducing paper intake at the source.

Timeline
The Citywide effort is structured as a multi-year program with overlapping phases:

Foundation (Complete):
Rebuilt Laserfiche environment, created testing and training environments, implemented trusted backup controls, and conducted department discovery meetings.

AI Proof of Value (Q1 2026):
Evaluation of AI-assisted classification, retention identification, and metadata extraction, with approximately $75,000 in work funded by AWS.

Forms and Licensing (Q1 2026):
Deployment of approximately 20 eForms, DocuSign integration, licensing finalization, and repository expansion.

Citywide Scanning Preparation (Q1-Q2 2026):
Vendor selection, retention review, and security decisions for off-site scanning.

Large-Scale Scanning and Import (2026-2027):
Scanning and classification for Housing, HR, Planning, Fire, Public Works, and additional departments. Online availability of public records, where applicable, will align with completion of department-centric scanning projects. Small to Medium sized data sets to be scanned by part-time and temporary staff in the City Clerk's Office, with larger data sets to be outsourced to professional scanning firms.

Department Workflow Rollout (2026-2027):
Deployment of Department-specific workflows and migration of records from shared drives.

Completion (Late 2027):
Final Project closeout and confirmation that official records are retained within Laserfiche.

At this time, staff requests the City Council receive and file the update (progress report) regarding the Project and provide direction on future efforts required to enhance the security, utility, and availability of the City's records.

COORDINATION

This Project has been coordinated by the IT Department and City Clerk's Office with all Departments. Future procurements will be brought to City Council for approval as necessary to support project goals and timeline.

FISCAL IMPACT

The City Clerk's Office has allocated $150,000 in the Adopted FY 2025-26 Budget to the Project and has been leveraging salary savings due to an existing vacant Assistant City Clerk position to fund additional scanning. The IT Department will cover costs associated with planned DocuSign licensing, additional Laserfiche licensing, and system integrations. An additional $100,000 is currently available in the IT Fund and is earmarked for the Fire Department Pilot, and Phase 1 of Departmental scanning.

Scanning services represent the largest cost component of the Project. Due to the scale of records involved, particularly large-format plan sets that must be scanned individually and Departments with large volumes of paper documents, such as the Housing Division of the Community Services Department, this work cannot be fully absorbed by existing staff resources and budgets. Additional funding will be required in future fiscal years, likely over the next two to three budget cycles, to continue large-scale scanning efforts. These future funding requests will be brought to Council as part of the normal budget process and will be informed by completed pilots, refined cost estimates, and demonstrated operational benefits.

APPROVED BY:
Mike Witzansky, City Manager