

**CITY OF REDONDO BEACH  
CITY COUNCIL AGENDA  
Tuesday, July 15, 2025**

**415 DIAMOND STREET, REDONDO BEACH**

**CITY COUNCIL CHAMBER**

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

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

**NOTICE OF MEMBER TELECONFERENCE**

**COUNCILMEMBER KALUDEROVIC WILL PARTICIPATE REMOTELY FROM:  
WILDFLOWER 12  
57077 WILD LILY LN  
SUNRIVER, OR 97707**

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

**TO WATCH MEETING LIVE ON THE CITY'S WEBSITE:**

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

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

**TO WATCH MEETING LIVE ON YOUTUBE:**

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

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

Register in advance for this meeting:

[https://www.zoomgov.com/webinar/register/WN\\_PweAMDucSfexk2tmnvze3Q](https://www.zoomgov.com/webinar/register/WN_PweAMDucSfexk2tmnvze3Q)

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

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

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

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

1) Public comments can be entered before and during the meeting.

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

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

## **4:00 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 REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54956.8.](#)**

##### [AGENCY NEGOTIATOR:](#)

[Mike Witzansky, City Manager](#)

[Luke Smude, Assistant to the City Manager](#)

##### [PROPERTY:](#)

[3007 Vail Ave., Redondo Beach, CA 90278](#)

[\(a portion of APN: 415-001-7931\)](#)

[Parking Lot at the Corner of Felton Ln. and 182nd St., Redondo Beach, CA 90278](#)

[\(APN: 415-803-3900\)](#)

[715 Julia Ave, Redondo Beach, CA 90277](#)

[\(portion of parcels APN: 750-702-0900 and APN: 750-702-1900\)](#)

[1935 Manhattan Beach Blvd., Redondo Beach, CA 90278](#)

[\(APN: 404-900-8903\)](#)

[807 Inglewood Ave., Redondo Beach, CA 90278](#)

[\(a Portion of APN: 408-302-4900\)](#)



200 N. Pacific Coast Highway, Redondo Beach, CA 90277  
(a portion of APN: 750-500-9902)

NEGOTIATING PARTIES:

Dr. Nicole Wesley, Superintendent  
Redondo Beach Unified School District

UNDER NEGOTIATION:

Both Price and Terms

- 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:

Joe's Crab Shack: 230 Portofino Way, Redondo Beach, CA 90277 (a portion of APN: 7503-029-903)

NEGOTIATING PARTIES:

John Warner, Marine Mammal Care Center

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  
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

Fun Factory: 123 International Boardwalk, Redondo Beach, CA 90277 (a portion of APN: 7505-002-908)

Kincaid's and Pad 2: 500 Fisherman's Wharf, Redondo Beach, CA 90277 (a portion of APN: 7505-002-933)

Pier Plaza: 103-131 International Boardwalk, Redondo Beach, CA 90277 (a portion of APN: 7505-002-908)

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

Portion of the Redondo Beach Marina Parking Lot (a portion of APN: 7503-029-900)

NEGOTIATING PARTIES:

James Kwon, HK Pacific, LLC  
Landry's Restaurants, Inc.  
Various Prospective Tenants

UNDER NEGOTIATION:

Lease Status, 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

PROPERTY:

309 Esplanade, Redondo Beach, CA 90277

NEGOTIATING PARTIES:

Made by Meg - Meg Walker

UNDER NEGOTIATION:

Both Price and Terms

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

**6:00 PM - OPEN SESSION - REGULAR MEETING**

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. SALUTE TO THE FLAG AND INVOCATION**
- D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/  
AB 1234 TRAVEL EXPENSE REPORTS**
- E. APPROVE ORDER OF AGENDA**
- F. AGENCY RECESS**
- G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**

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

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

**H. CONSENT CALENDAR**

*Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Mayor or any City Council Member may request that any Consent Calendar item(s) be removed, discussed, and acted upon separately. Items removed from the Consent Calendar will be taken up under the "Excluded Consent Calendar" section below. Those items remaining on the Consent Calendar will be approved in one motion. The Mayor will call on anyone wishing to address the City Council on any Consent Calendar item on the agenda, which has not been pulled by Council for discussion. Each speaker will be*

*permitted to speak only once and comments will be limited to a total of three minutes.*

**H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF JULY 15, 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: NONE**

**CONTACT:** ELEANOR MANZANO, CITY CLERK

**H.4. PAYROLL DEMANDS**

CHECKS 30291-30310 IN THE AMOUNT OF \$17,751.46, PD. 7/3/25  
DIRECT DEPOSIT 297201-297847 IN THE AMOUNT OF \$2,383,047.13, PD. 7/3/25  
EFT/ACH \$9,346.45, PD. 6/23/25 (PP2513)  
EFT/ACH \$476,511.51, PD. 7/14/25 (PP2513)

ACCOUNTS PAYABLE DEMANDS

CHECKS 120370-120602 IN THE AMOUNT OF \$7,585,000.53

**CONTACT:** STEPHANIE MEYER, FINANCE DIRECTOR

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

1. APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA HIGHWAY PATROL (CHP) TO AUTHORIZE ELECTRONIC TRANSMITTAL OF CHP 555 TRAFFIC COLLISION REPORTING FORM DATA, AS REQUIRED BY LAW, REPLACING THE CURRENT MANUAL HARDCOPY PAPER PROCESS AT NO COST TO THE CITY FOR A TERM OF FIVE YEARS UPON EXECUTION

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

2. APPROVE AN AGREEMENT WITH COM-STRAT, LLC FOR TELECOMMUNICATIONS CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$19,500 FOR THE TERM JULY 15, 2025 TO DECEMBER 31, 2026

CONTACT: MIKE COOK, IT DIRECTOR

3. APPROVE AN AGREEMENT WITH ZOLL MEDICAL CORPORATION FOR EXTENDED WARRANTY SERVICES FOR TWO AUTOPULSE DEVICES IN AN AMOUNT NOT TO EXCEED \$10,206 FOR THE TERM JULY 1, 2025 TO JUNE 30, 2028

CONTACT: PAT BUTLER, FIRE CHIEF

4. APPROVE AN AGREEMENT WITH MT. SAN ANTONIO COLLEGE (MT SAC) TO AUTHORIZE THE REDONDO BEACH FIRE DEPARTMENT AS A TRAINING SITE FOR MT SAC PARAMEDIC STUDENTS AT NO COST TO THE CITY FOR THE TERM JULY 15, 2025 TO DECEMBER 31, 2029

CONTACT: PAT BUTLER, FIRE CHIEF

5. APPROVE AN AGREEMENT WITH OCEMT CORP TO AUTHORIZE THE REDONDO BEACH FIRE DEPARTMENT AS A TRAINING SITE FOR OCEMT PARAMEDIC STUDENTS AT NO COST TO THE CITY FOR THE TERM JULY 15, 2025 TO DECEMBER 31, 2029

CONTACT: PAT BUTLER, FIRE CHIEF

- H.6. ACCEPT AS COMPLETE THE BICYCLE TRANSPORTATION PLAN IMPLEMENTATION PHASE 1 PROJECT, JOB NO. 40510, FEDERAL AID PROJECT NO. CML-5093(022), AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY RECORDER AND RELEASE THE FINAL RETENTION PAYMENT OF \$116,322.36 TO TORO ENTERPRISES, INC., UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED UPON THE PROJECT

**CONTACT:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.7. APPROVE AN AGREEMENT WITH UNITED STORM WATER, INC. TO INSTALL STORM DRAIN CATCH BASIN TRASH SCREENING DEVICES IN COMPLIANCE WITH CALIFORNIA STATE WATER CODE SECTION 13383 FOR A NOT TO EXCEED AMOUNT OF \$383,966 AND THE TERM JULY 16, 2025 TO JULY 15, 2030

**CONTACT:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.8. APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH FISCHER COMPLIANCE, LLC FOR TECHNICAL ASSISTANCE TO UPDATE THE SEWER SYSTEM MANAGEMENT PLAN (SSMP), INCREASING THE CONTRACT AMOUNT BY \$85,000, FOR A REVISED NOT TO EXCEED TOTAL OF \$110,000, AND EXTENDING THE TERM THROUGH JULY 15, 2029

**CONTACT:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.9. APPROVE THE SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE OF THE RENTAL REHABILITATION PROGRAM LOAN LIEN FOR THE PROPERTY AT 2000 CARNEGIE LANE, REDONDO BEACH, CA 90278 PURSUANT TO THE TERMS OF THE CITY'S DEFERRED PAYMENT LOAN PROGRAM

**CONTACT:** ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

- H.10. APPROVE THE SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE OF THE RENTAL REHABILITATION PROGRAM LOAN LIEN FOR THE PROPERTY AT 2412 MARSHALLFIELD LANE, REDONDO BEACH, CA 90278 PURSUANT TO THE TERMS OF THE CITY'S DEFERRED PAYMENT LOAN PROGRAM

**CONTACT:** ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

- H.11. APPROVE A THIRD AMENDMENT TO THE AGREEMENT WITH SECTAN SECURITY, INC. FOR ARMORED VEHICLE PICKUP SERVICE AT THE COMMUNITY SERVICES DEPARTMENT ARTESIA OFFICE, ALTA VISTA COMMUNITY CENTER, AND SEASIDE LAGOON FOR A 5% FEE INCREASE TOTALING APPROXIMATELY \$300 FOR THE PERIOD MAY 1, 2025 THROUGH

OCTOBER 31, 2025

**CONTACT:** ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

- H.12. APPROVE FOUR-YEAR ON-CALL CONSULTING SERVICES AGREEMENTS FOR BUILDING PLAN CHECK SERVICES WITH BOWMAN INFRASTRUCTURE ENGINEERING, BUREAU VERITAS, TRUE NORTH, BPR, AND 4 LEAF FOR AN ANNUAL AMOUNT OF \$100,000 FOR EACH VENDOR, AND WITH MELAD AND ASSOCIATES INC. FOR AN ANNUAL AMOUNT OF \$200,000, FOR THE TERM JULY 16, 2025 TO JUNE 30, 2029

**CONTACT:** MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

- H.13. APPROVE AN AGREEMENT WITH ROBERT HALF, INC. FOR STAFF AUGMENTATION SERVICES IN THE COMMUNITY DEVELOPMENT DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$65,500 FOR THE TERM JULY 15, 2025 TO DECEMBER 31, 2025

**CONTACT:** MARC WIENER COMMUNITY DEVELOPMENT DIRECTOR

- H.14. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2507-050, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE DONATION, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT WITH THE CITY OF TORRANCE FOR THE DONATION OF A POLICE SERVICE DOG TO THE CITY OF REDONDO BEACH

**CONTACT:** JOE HOFFMAN, CHIEF OF POLICE

- H.15. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2507-051, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE SUSPENSION OF PREFERENTIAL PARKING HOURS IN THE VINCENT AND VINCENT 2 PREFERENTIAL PARKING DISTRICTS ON JULY 26, 2025 FROM 10:00 AM TO 7:00 PM FOR THE LOS ANGELES COUNTY POLICE CANINE ASSOCIATION 24TH ANNUAL POLICE CANINE DEMONSTRATION AND EDUCATIONAL PUBLIC SAFETY FAIR AT REDONDO UNION HIGH SCHOOL

**CONTACT:** JOE HOFFMAN, CHIEF OF POLICE

- H.16. APPROVE A MULTI-YEAR AGREEMENT WITH SABLE COMPUTER INC., DBA KEEP IT SIMPLE INC., FOR THE PURCHASE OF RUBRIK CLOUD VAULT CLOUD SERVICES IN AN AMOUNT NOT TO EXCEED \$48,000 FOR THE TERM JULY 16, 2025 THROUGH JANUARY 15, 2028

**CONTACT:** MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

- H.17. APPROVE A TWO-YEAR AGREEMENT WITH COMCATE INC. FOR AN ACCESS REDONDO CUSTOMER RELATIONSHIP MANAGEMENT SOFTWARE AND SYSTEM UPGRADE IN AN AMOUNT NOT TO EXCEED \$72,322.28 FOR THE TERM JULY 1, 2024 THROUGH JUNE 30, 2026

**CONTACT:** MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

- H.18. APPROVE A MULTI-YEAR AGREEMENT WITH SABLE COMPUTER, INC., DBA KEEP IT SIMPLE INC., FOR THE PURCHASE OF VERKADA CLOUD VIDEO

MANAGEMENT LICENSES, REPLACEMENT HARDWARE, INTEGRATION SERVICES, AND CAMERA REPLACEMENTS IN AN AMOUNT NOT TO EXCEED \$255,000 FOR THE TERM JULY 16, 2025 THROUGH JULY 16, 2030.

**CONTACT:** MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

- H.19.** APPROVE AN AGREEMENT WITH WITTMAN ENTERPRISES, LLC FOR BILLING SERVICES ASSOCIATED WITH COLLECTION OF THE PRE-HOSPITAL PARAMEDIC ASSESSMENT FEE FOR A CHARGE NOT TO EXCEED \$15 PER INCIDENT FOR AN INITIAL TERM OF JULY 16, 2025 THROUGH JULY 15, 2026

**CONTACT:** PATRICK BUTLER, FIRE CHIEF

- H.20.** APPROVE THE BUSINESS LICENSE TAX WAIVER APPLICATION SUBMITTED BY THE RIVIERA VILLAGE ASSOCIATION 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 THE RIVIERA VILLAGE SUMMER FESTIVAL EVENT OCCURRING JUNE 27-29, 2025

**CONTACT:** STEPHANIE MEYER, FINANCE DIRECTOR

- H.21.** APPROVE THE LEGAL SERVICES AGREEMENT WITH COVINGTON & BURLING, LLP FOR LEGAL SERVICES

**CONTACT:** JOY A. FORD, CITY ATTORNEY

- H.22.** 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

- H.23.** INTRODUCE BY TITLE ONLY ORDINANCE NO. 3295-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 6, SECTIONS 2-9.602 AND 2-9.603 PERTAINING TO THE REDONDO BEACH YOUTH COMMISSION AND REPEALING IN ITS ENTIRETY TITLE 2, CHAPTER 9, ARTICLE 8 PERTAINING TO THE PUBLIC SAFETY COMMISSION

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

**I. EXCLUDED CONSENT CALENDAR ITEMS**

**J. MAYOR AND COUNCIL ITEMS**

- J.1.** RECEIVE AND FILE A PRESENTATION FROM BEACH CITIES HEALTH DISTRICT ON THE LAUNCH OF A REQUEST FOR EXPRESSION OF INTEREST FOR USES OF THE FORMER SOUTH BAY HOSPITAL REDEVELOPMENT SITE

- J.2.** RECEIVE AND FILE A PRESENTATION FROM THE FRIENDS OF REDONDO BEACH ARTS ON THE "REIMAGINED POETRY INVITATIONAL" ART EXHIBITION HELD ON JUNE 6 TO JUNE 22, 2025

**K. 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.*

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

**L. 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*

**M. PUBLIC HEARINGS**

**M.1. [CONTINUED PUBLIC HEARING TO SOLICIT FEEDBACK ON PUBLIC SERVICE GRANT RECOMMENDATIONS AND TO ADOPT THE COMMUNITY DEVELOPMENT BLOCK GRANT \(CDBG\) FY 2025-26 ANNUAL ACTION PLAN](#)**

PROCEDURES:

1. Reconvene the Public Hearing and Take Testimony;
2. Close the Public Hearing; and
3. Consider public service grant recommendations; and
4. Adopt the FY 2025-26 Annual Action Plan.

**CONTACT:** ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

**N. ITEMS CONTINUED FROM PREVIOUS AGENDAS**

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

**O.1. [DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF AN AGREEMENT WITH GRIFFIN STRUCTURES, INC TO SERVE AS THE CITY'S OWNER'S REPRESENTATIVE AND PROGRAM MANAGER FOR THE IMPLEMENTATION OF MEASURE FP, THE CITY'S PUBLIC SAFETY GENERAL OBLIGATION BOND MEASURE, TO PERFORM THE INITIAL STRATEGIC PLANNING PHASE AND TO DEVELOP A SCOPE OF WORK FOR FUTURE PROJECT PHASES FOR AN AMOUNT NOT TO EXCEED \\$150,000](#)**

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

**P. CITY MANAGER ITEMS**

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

**R. RECESS TO CLOSED SESSION**

**R.1. [CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54956.8.](#)**

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Luke Smude, Assistant to the City Manager

PROPERTY:

3007 Vail Ave., Redondo Beach, CA 90278  
(a portion of APN: 415-001-7931)

Parking Lot at the Corner of Felton Ln. and 182nd St., Redondo Beach, CA 90278  
(APN: 415-803-3900)  
715 Julia Ave, Redondo Beach, CA 90277  
(portion of parcels APN: 750-702-0900 and APN: 750-702-1900)  
1935 Manhattan Beach Blvd., Redondo Beach, CA 90278  
(APN: 404-900-8903)  
807 Inglewood Ave., Redondo Beach, CA 90278  
(a Portion of APN: 408-302-4900)  
200 N. Pacific Coast Highway, Redondo Beach, CA 90277  
(a portion of APN: 750-500-9902)

NEGOTIATING PARTIES:  
Dr. Nicole Wesley, Superintendent  
Redondo Beach Unified School District

UNDER NEGOTIATION:  
Both Price and Terms

- 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:  
Joe's Crab Shack: 230 Portofino Way, Redondo Beach, CA 90277 (a portion of APN: 7503-029-903)

NEGOTIATING PARTIES:  
John Warner, Marine Mammal Care Center

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  
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:  
Fun Factory: 123 International Boardwalk, Redondo Beach, CA 90277 (a portion of APN:7505-002-908)  
Kincaid's and Pad 2: 500 Fisherman's Wharf, Redondo Beach, CA 90277 (a portion of APN: 7505-002-933)  
Pier Plaza: 103-131 International Boardwalk, Redondo Beach, CA 90277 (a portion of APN: 7505-002-908)  
Monstad Pier: 110-151 Fisherman's Wharf, Redondo Beach, CA 90277 (a portion of APN: 7505-002-934)



Portion of the Redondo Beach Marina Parking Lot (a portion of APN: 7503-029-900)

NEGOTIATING PARTIES:

James Kwon, HK Pacific, LLC

Landry's Restaurants, Inc.

Various Prospective Tenants

UNDER NEGOTIATION:

Lease Status, 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

PROPERTY:

309 Esplanade, Redondo Beach, CA 90277

NEGOTIATING PARTIES:

Made by Meg - Meg Walker

UNDER NEGOTIATION:

Both Price and Terms

**S. RECONVENE TO OPEN SESSION**

**T. ADJOURNMENT**

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, August 5, 2025, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.



# Administrative Report

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F.1., File # 25-1031

Meeting Date: 7/15/2025

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## **TITLE**

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

## **AGENCY NEGOTIATOR:**

Mike Witzansky, City Manager

Luke Smude, Assistant to the City Manager

## **PROPERTY:**

3007 Vail Ave., Redondo Beach, CA 90278

(a portion of APN: 415-001-7931)

Parking Lot at the Corner of Felton Ln. and 182<sup>nd</sup> St., Redondo Beach, CA 90278

(APN: 415-803-3900)

715 Julia Ave, Redondo Beach, CA 90277

(portion of parcels APN: 750-702-0900 and APN: 750-702-1900)

1935 Manhattan Beach Blvd., Redondo Beach, CA 90278

(APN: 404-900-8903)

807 Inglewood Ave., Redondo Beach, CA 90278

(a Portion of APN: 408-302-4900)

200 N. Pacific Coast Highway, Redondo Beach, CA 90277

(a portion of APN: 750-500-9902)

## **NEGOTIATING PARTIES:**

Dr. Nicole Wesley, Superintendent

Redondo Beach Unified School District

## **UNDER NEGOTIATION:**

Both Price and Terms



# Administrative Report

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F.2., File # 25-1020

Meeting Date: 7/15/2025

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## **TITLE**

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

## **AGENCY NEGOTIATOR:**

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

## **PROPERTY:**

Joe's Crab Shack: 230 Portofino Way, Redondo Beach, CA 90277 (a portion of APN: 7503-029-903)

## **NEGOTIATING PARTIES:**

John Warner, Marine Mammal Care Center

## **UNDER NEGOTIATION:**

Price and Terms



# Administrative Report

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F.3., File # 25-1019

Meeting Date: 7/15/2025

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## **TITLE**

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

## **AGENCY NEGOTIATOR:**

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

## **PROPERTY:**

Fun Factory: 123 International Boardwalk, Redondo Beach, CA 90277 (a portion of APN:7505-002-908)

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Pier Plaza: 103-131 International Boardwalk, Redondo Beach, CA 90277 (a portion of APN: 7505-002-908)

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

Portion of the Redondo Beach Marina Parking Lot (a portion of APN: 7503-029-900)

## **NEGOTIATING PARTIES:**

James Kwon, HK Pacific, LLC

Landry's Restaurants, Inc.

Various Prospective Tenants

## **UNDER NEGOTIATION:**

Lease Status, Price, and Terms



# Administrative Report

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F.4., File # 25-1024

Meeting Date: 7/15/2025

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## **TITLE**

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

## **AGENCY NEGOTIATOR:**

Mike Witzansky, City Manager

Elizabeth Hause, Community Services Director

## **PROPERTY:**

309 Esplanade, Redondo Beach, CA 90277

## **NEGOTIATING PARTIES:**

Made by Meg - Meg Walker

## **UNDER NEGOTIATION:**

Both Price and Terms



# Administrative Report

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G.1., File # 25-0998

Meeting Date: 7/15/2025

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**TITLE**

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



# Administrative Report

H.1., File # 25-0999

Meeting Date: 7/15/2025

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

## **TITLE**

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF JULY 15, 2025

## **EXECUTIVE SUMMARY**

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

## **AFFIDAVIT OF POSTING**

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

Legislative Body	City Council
Posting Type	Adjourned & Regular Agenda
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ Adjacent to Council Chambers
Meeting Date & Time	July 15, 2025 4:00 p.m. Closed Session 6:00 p.m. Open Session

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

*Eleanor Manzano, City Clerk*

Date: July 10, 2025



# Administrative Report

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H.2., File # 25-1000

Meeting Date: 7/15/2025

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**TITLE**

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





# Administrative Report

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H.3., File # 25-1001

Meeting Date: 7/15/2025

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**To:** MAYOR AND CITY COUNCIL

**From:** ELEANOR MANZANO, CITY CLERK

**TITLE**

APPROVE THE FOLLOWING CITY COUNCIL MINUTES: NONE

**EXECUTIVE SUMMARY**

Approval of Council Minutes

**APPROVED BY:**

*Eleanor Manzano, City Clerk*



# Administrative Report

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H.4., File # 25-0957

Meeting Date: 7/15/2025

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

## **TITLE**

### **PAYROLL DEMANDS**

CHECKS 30291-30310 IN THE AMOUNT OF \$17,751.46, PD. 7/3/25

DIRECT DEPOSIT 297201-297847 IN THE AMOUNT OF \$2,383,047.13, PD. 7/3/25

EFT/ACH \$9,346.45, PD. 6/23/25 (PP2513)

EFT/ACH \$476,511.51, PD. 7/14/25 (PP2513)

### **ACCOUNTS PAYABLE DEMANDS**

CHECKS 120370-120602 IN THE AMOUNT OF \$7,585,000.53

## **EXECUTIVE SUMMARY**

Approval of Payroll and Accounts Payable

## **ATTACHMENTS**

- 07152025\_RECOMMENDATION\_TO\_APPROVE
- 07152025\_VENDOR\_INVOICE\_LIST

**RECOMMENDATION TO APPROVE  
PAYROLL AND ACCOUNTS PAYABLE  
COUNCIL MEETING JULY 15, 2025**

**a. Payroll Demands**

- **Checks 30291-30310, \$17,751.46, Pd.7/3/25**
- **Direct Deposit 297201-297847, \$2,383,047.13, Pd.7/3/25**
- **EFT/ACH \$9,346.45, Pd. 6/23/25 (PP2513)**
- **EFT/ACH \$476,511.51, Pd. 7/14/25 (PP2513)**

**b. Accounts Payable Demands**

- **Checks 120370-120602, \$7,585,000.53**

**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
15093 360 COMMAND LLC										
2025-01	6958	06/02/2025	10324101	07152025	120370	14,999.00	07/07/2025	INV	PD	360COMMAND COMPANY OFFICE
15117 ACCENTURE INFRASTRUCTURE AND CAPITAL PROJECTS LLC										
31683	6963	06/09/2025	10323869	07152025	120371	114,596.77	07/03/2025	INV	PD	PORTOFINO/YACHT CLUB WAY
45 ACCO ENGINEERED SYSTEMS INC										
20700321	6939	06/16/2025	10323860	07152025	120372	5,750.00	07/16/2025	INV	PD	BOILER & VAV1 REPAIRS AT
10623 ADLERHORST INTERNATIONAL LLC										
123408		06/27/2025	10323960	07152025	120373	53.88	07/31/2025	INV	PD	LEATHER LEASH K9 WOUTER
15135 ADVANCED SECURITY TECHNOLOGIES LLC										
1959	7030	07/08/2025	10324288	07152025	120374	171,659.98	08/02/2025	INV	PD	60-UNIT MODULAR ANTI-VEHI
8759 ALAN'S LAWNMOWER & GARDEN CENTER										
89074		06/26/2025	10323876	07152025	120375	2,395.58	07/01/2025	INV	PD	LANDSCAPE PARTS FOR PARKS
89514		06/23/2025	10323674	07152025	120375	236.01	07/01/2025	INV	PD	LANDSCAPE PARTS FOR PARKS
90158		07/01/2025	10324086	07152025	120375	953.21	08/01/2025	INV	PD	LANDSCAPE PARTS FOR PARKS
						3,584.80				
15111 ALLIANCE PATTI & PETER NEUWIRTH LEADERSHIP ACADEMY										
160927		07/01/2025	10323818	07152025	120376	400.00	07/01/2025	INV	PD	REFUND 160927 SSL RETURN
11750 ALLIED UNIVERSAL SECURITY SERVICES										
166630		07/07/2025	10324281	07152025	120377	11,194.77	07/07/2025	INV	PD	USHER SERVICES FOR KAR DA
168816		07/07/2025	10324283	07152025	120377	1,670.16	07/07/2025	INV	PD	USHER SERVICES FOR FIFTH
168817		07/07/2025	10324284	07152025	120377	2,671.35	07/07/2025	INV	PD	USHER SERVICES FOR KAPENA
168818		07/07/2025	10324285	07152025	120377	2,124.94	07/07/2025	INV	PD	USHERS FOR ILOVE ENTERTAI
						17,661.22				
15138 ALLSTATE NORTHBROOK INDEMNITY COMPANY										
060925		06/09/2025	10324265	07152025	120378	11,756.53	07/07/2025	INV	PD	6/25 Allstate aso M. Bazi
144 AMERICAN CITY PEST CONTROL INC.										
843831		06/10/2025	10324027	07152025	120379	106.00	07/07/2025	INV	PD	American Pest June 2025
PEST-FAC 6/25		06/30/2025	10323914	07152025	120379	827.00	07/30/2025	INV	PD	PEST CONTROL-CITY FACILIT
PEST-HARBOR 6/25		06/30/2025	10323912	07152025	120379	565.50	07/30/2025	INV	PD	PEST CONTROL-HARBOR AREA
						1,498.50				
176 AMERICAN TEXTILE MAINTENANCE COMPANY										
21250930		06/20/2025	10323825	07152025	120380	289.93	07/02/2025	INV	PD	06/19/2025 JAIL LINEN SER
21252776		06/24/2025	10323827	07152025	120380	262.45	07/02/2025	INV	PD	06/23/2025 JAIL LINEN SER

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
21254852		06/27/2025	10323828	07152025	120380	264.90	07/02/2025	INV	PD	06/26/2025 JAIL LINEN SER
21256973		07/01/2025	10324070	07152025	120380	268.41	07/15/2025	INV	PD	06/30/2025 JAIL LINEN SER
						1,085.69				
213 AQUA-FLO										
SI2553900		06/20/2025	10323966	07152025	120381	79.77	07/07/2025	INV	PD	IRRIGATION SUPPLIES
SI2554392		06/18/2025	10323961	07152025	120381	1,157.67	07/04/2025	INV	PD	IRRIGATION SUPPLIES
SI2554451		06/19/2025	10323962	07152025	120381	134.91	07/05/2025	INV	PD	IRRIGATION SUPPLIES
SI2554519		06/04/2025	10323958	07152025	120381	66.00	07/18/2025	INV	PD	IRRIGATION SUPPLIES
SI2555870		06/19/2025	10323700	07152025	120381	2,757.05	07/20/2025	INV	PD	PARKS - IRRIGATION SUPPLI
SI2557360		06/23/2025	10323968	07152025	120381	480.68	07/07/2025	INV	PD	IRRIGATION SUPPLIES
SI2557366		06/23/2025	10323967	07152025	120381	188.45	07/07/2025	INV	PD	IRRIGATION SUPPLIES
SI2558178		06/25/2025	10323975	07152025	120381	912.72	07/14/2025	INV	PD	IRRIGATION SUPPLIES
SI2558181		06/25/2025	10323973	07152025	120381	115.79	07/14/2025	INV	PD	IRRIGATION SUPPLIES
SI2560620		06/26/2025	10323971	07152025	120381	259.63	07/14/2025	INV	PD	IRRIGATION SUPPLIES
SI2560624		06/26/2025	10323970	07152025	120381	1,406.44	07/14/2025	INV	PD	IRRIGATION SUPPLIES
						7,559.11				
11606 ARCHITERRA, INC.										
33930	5726	06/09/2025	10323874	07152025	120382	2,030.00	07/03/2025	INV	PD	TASK #4 ON-CALL AGREEMENT
12870 ARCTIC GLACIER PREMIUM ICE										
4941207RPD	6639	12/09/2024	10323976	07152025	120383	9,909.75	07/07/2025	INV	PD	LET IT SNOW EVENT ON 12/7
12137 AT&T										
571271		06/23/2025	10323945	07152025	120384	120.00	06/23/2025	INV	PD	DET RUSTAMZADA DR NO 25 2
8029 ATHENS SERVICES										
19678671	6601	07/01/2025	10324004	07152025	120385	12,720.26	07/15/2025	INV	PD	PIER COMPACTOR ROLL-OFF S
19678672	6601	07/01/2025	10324008	07152025	120385	1,509.19	07/15/2025	INV	PD	PIER COMPACTOR ROLL-OFF S
						14,229.45				
9148 AUTOLIFT										
26621		06/25/2025	10324051	07152025	120386	3,115.40	07/25/2025	INV	PD	SHOP LIFT REPAIRS
15104 BEAL, IAN										
159954		06/24/2025	10323683	07152025	120387	132.00	06/24/2025	INV	PD	REFUND 159954 1SUM0307-03
15105 BECKER, KRISTY										
159961		06/24/2025	10323684	07152025	120388	200.00	06/24/2025	INV	PD	REFUND 159961 WP RETURN D
384 BILL'S SOUND SYSTEMS, INC.										
BILLSOUND 4-1-25		04/01/2025	10323919	07152025	120389	4,563.00	05/01/2025	INV	PD	QUARTERLY ALARM-APRIL-JUN
3121 BLUE DIAMOND										

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
4134265		06/21/2025	10323676	07152025	120390	1,614.09	07/10/2025	INV	PD	SHEET ASPHALT, EMULSION B
4149179		06/30/2025	10324013	07152025	120390	1,786.85	07/10/2025	INV	PD	SHEET ASPHALT, EMULSION B
14678 BOOS TREASURES						3,400.94				
232710		04/28/2025	10324066	07152025	120391	3,757.59	07/07/2025	INV	PD	SIP REIMBURSEMENT 50%
15102 BRADLEY, SCOTT										
161753		07/01/2025	10323884	07152025	120392	214.50	07/01/2025	INV	PD	REFUND 161753 1SUM0306-06
4763 BRENNTAG PACIFIC INC										
BPI527103	6903	06/20/2025	10323856	07152025	120393	3,890.55	07/20/2025	INV	PD	PURCHASE CHEMICALS FOR SE
BPI528149	6903	06/25/2025	10323882	07152025	120393	3,281.49	07/25/2025	INV	PD	6/25 PURCHASE CHEMICALS F
BPI528551	6903	06/26/2025	10323857	07152025	120393	3,661.52	07/26/2025	INV	PD	PURCHASE CHEMICALS FOR SE
5199 CALIFORNIA TRAFFIC CON.						10,833.56				
2500848		07/02/2025	10323925	07152025	120394	325.00	07/03/2025	INV	PD	REFUND PERMIT 2500848 100
12246 CANINE DEPLOYMENT STRATEGIES										
249		06/29/2025	10323963	07152025	120395	3,200.00	07/29/2025	INV	PD	06/2025 CANINE TRAINING
614 CARSON TRAILER										
286800	6961	06/30/2025	10324078	07152025	120396	8,387.91	07/30/2025	INV	PD	TRAILER FOR STREETS DIVIS
615 CARTER SERVICES, INC.										
604209		03/13/2025	10324110	07152025	120397	148.00	07/07/2025	INV	PD	FS1 FACILITIES - DRYER RE
15070 CERTIFIED ROOFING APPLICATORS INC										
208517-2025		06/27/2025	10324291	07152025	120398	133.00	07/02/2025	INV	PD	REFUND BUSINESS LICENSE
13000 CHARTER COMMUNICATIONS										
187587301062125		06/21/2025	10323996	07152025	120399	149.59	07/02/2025	INV	PD	MONTHLY CHARGES ACCOUNT 1
188420501062125		06/21/2025	10323990	07152025	120399	267.53	07/02/2025	INV	PD	MONTHLY CHARGES ACCOUNT 1
8717 CHAVIRA, MELANIE						417.12				
M&C 2025-2026		01/27/2025	10324080	07152025	120400	105.00	07/07/2025	INV	PD	M&C MEXICAN AMERICAN BAR
15101 CHEVES, JACLYN										
161819		07/01/2025	10323837	07152025	120401	316.00	07/01/2025	INV	PD	REFUND 161819 1SUM0322-12
709 CITY OF TORRANCE										

# CITY OF REDONDO BEACH

## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
00020000049865-60225		06/02/2025	10323655	07152025	120403	228.18	07/03/2025	INV	PD	1521 KINGS DALE AVE 3/24/2
00020000052123-60225		06/02/2025	10323652	07152025	120403	2,081.82	07/03/2025	INV	PD	1521 KINGS DALE AVE -IRR 3
00020000054109-60925		06/09/2025	10323654	07152025	120403	83.90	07/10/2025	INV	PD	1521 KINGS DALE AVE -SHELT
05152025	6952	05/15/2025	10323980	07152025	120402	33,757.95	06/30/2025	INV	PD	AREA G EVERBRIDGE ALERT S
2025-00152316	6954	06/18/2025	10323859	07152025	120404	504,274.69	07/03/2025	INV	PD	BEACH CITIES GREEN STREET
5152025	6953	05/15/2025	10324100	07152025	120402	21,355.00	07/07/2025	INV	PD	ANNUAL COST ALLOCATION AR
						561,781.54				
12873 CJ CONCRETE CONSTRUCTION INC										
1	6919	06/06/2025	10323939	07152025	120405	275,044.00	07/03/2025	INV	PD	CITYWIDE SIDEWALK REPLACE
2	6919	06/06/2025	10323940	07152025	120405	42,393.75	07/03/2025	INV	PD	CITYWIDE SIDEWALK REPLACE
						317,437.75				
725 CLEAN ENERGY										
CE12792397	6605	07/03/2025	10324055	07152025	120406	22,104.76	07/03/2025	INV	PD	June 2025 Clean Energy Fu
CEW12791003		06/26/2025	10324061	07152025	120406	578.00	07/26/2025	INV	PD	CNG PUMP HOSE 3 REPAIR
						22,682.76				
14033 CLEARGOV										
2025-17426	6452	07/01/2025	10324009	07152025	120407	15,759.00	07/02/2025	INV	PD	DIGITAL BUDGET BOOK SOFTW
14711 COAST CONSTRUCTION GROUP										
1542	6666	06/30/2025	10324116	07152025	120408	15,949.00	07/07/2025	INV	PD	SEABASS GROW-OUT PEN
14916 COMMERCIAL BUILDING MANAGEMENT,										
70819	6638	07/01/2025	10324017	07152025	120409	11,968.47	07/02/2025	INV	PD	JUNE '25 JANITORIAL SERVI
70820	6638	07/01/2025	10324019	07152025	120410	649.50	07/02/2025	INV	PD	JUNE '25 AVIATION PARK SA
						12,617.97				
8889 COMMLINE, INC.										
0031130	6804	06/25/2025	10323977	07152025	120411	143,850.00	07/25/2025	INV	PD	REPLACEMENT RADIO INFRAST
10780 COMPANY NURSE, LLC										
41666		05/31/2025	10323950	07152025	120412	990.00	07/07/2025	INV	PD	COMPANY NURSE TRIAGE SERV
41818		06/30/2025	10323951	07152025	120413	495.00	07/07/2025	INV	PD	COMPANY NURSE TRIAGE SERV
						1,485.00				
7681 COMPLETE PAPERLESS SOLUTIONS										
4481	6199	06/30/2025	10324306	07152025	120414	9,310.88	07/07/2025	INV	PD	CPS- LASERFICHE SOFTWARE
4482	6199	06/30/2025	10324304	07152025	120414	3,845.61	07/07/2025	INV	PD	CPS- LASERFICHE SOFTWARE
						13,156.49				
7414 COUNTY OF LA DEPT OF PUBLIC HEALTH										
IN1475311		05/14/2025	10324137	07152025	120415	1,243.00	06/14/2025	INV	PD	PARKS YARD PERMIT - TRANF
3648 COUNTY OF L.A. DEPT. OF PUBLIC WORKS										

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
25060906362		06/09/2025	10323864	07152025	120416	24.40	07/03/2025	INV	PD	FCDP2025000154-PLCK KNOB
25060906444		06/09/2025	10323862	07152025	120416	382.61	07/03/2025	INV	PD	CSR#270200/FY23/TRAFFIC S
14063 CROOKSTON, JOHN						407.01				
375355		06/01/2025	10324035	07152025	120417	1,600.00	07/01/2025	INV	PD	BEE REMOVAL MULTIPLE LOCA
375356		06/01/2025	10324037	07152025	120417	750.00	07/01/2025	INV	PD	BEE REMOVAL MULTIPLE LOCA
8511 CROWELL & MORING, LLP.						2,350.00				
012517046		04/30/2025	10324227	07152025	120418	21,975.23	07/07/2025	INV	PD	3/25 9300 wilshire Invers
10835 CSTARS NURSERY, INC.										
48947		05/08/2025	10323863	07152025	120419	233.67	06/08/2025	INV	PD	PLANTS PURCHASE- PARKS
8372 CULLIGAN OF SANTA ANA										
1998582		06/30/2025	10324087	07152025	120420	34.52	07/07/2025	INV	PD	ST3 WATER COOLER
15103 CURRAN, SARAH										
161739		07/01/2025	10323885	07152025	120421	214.50	07/01/2025	INV	PD	REFUND 161739 1SUM0304-05
14464 DAN BOYLE & ASSOCIATES LLC										
227-04	6612	07/03/2025	10324054	07152025	120422	4,898.36	07/03/2025	INV	PD	General Transit Technical
919 DANIELS TIRE SERVICE										
200541995		06/18/2025	10324053	07152025	120423	361.29	07/10/2025	INV	PD	STOCK TIRES
927 DATA TICKET, INC.										
052025PERMI		06/13/2025	10324018	07152025	120424	11.25	07/02/2025	INV	PD	05/2025 OVERSIZED VEHICLE
180093		06/13/2025	10324016	07152025	120424	275.00	07/02/2025	INV	PD	05/2025 ADMIN CITATIONS
15094 DE SOUZA ROCHA, ANDRÉ						286.25				
AR071525		06/26/2025	10323796	07152025	120425	6.00	07/07/2025	INV	PD	PARKING PAYMENT REFUND
15116 DECKARD TECHNOLOGIES INC										
2100	6960	06/17/2025	10324373	07152025	120426	7,400.00	07/09/2025	INV	PD	ANNUAL COST RENTALScape S
956 DELTA DENTAL										
BE006629723		07/01/2025	10324001	07152025	120427	32,449.94	07/07/2025	INV	PD	DENTAL PPO ACTIVE RETIREE
9132 DELTA DENTAL INSURANCE COMPANY										



# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
BE006628918		07/01/2025	10324072	07152025	120429	1,673.86	07/07/2025	INV	PD	DENTAL HMO ACTIVE JULY 20
BE006628939		07/01/2025	10324068	07152025	120428	39.19	07/07/2025	INV	PD	DENTAL HMO RETIREE JULY 2
						1,713.05				
6047 DEPARTMENT OF INDUSTRIAL RELATIONS										
E 2182057 SN		06/19/2025	10323892	07152025	120430	225.00	08/18/2025	INV	PD	INS 309 ESPLANADE 6/11/25
P 2175121 SN		05/23/2025	10323889	07152025	120430	706.25	06/23/2025	INV	PD	SEASIDE LAGOON WATERSLIDE
						931.25				
12283 DEVIL MOUNTAIN WHOLESALE NURSERY										
INV539451	6918	06/24/2025	10323929	07152025	120431	4,056.91	07/24/2025	INV	PD	PLANT MATERIAL FOR PROSPE
11884 DIAMOND ENVIRONMENTAL SERVICES LP										
0006296772		06/30/2025	10324206	07152025	120432	26.49	07/07/2025	INV	PD	Pallet Shelter Power Pole
0006296772 FY25-26		06/30/2025	10324207	07152025	120432	688.61	07/07/2025	INV	PD	Pallet Shelter Power Pole
						715.10				
6174 DIAZ, CARRIE										
07022025		07/03/2025	10324052	07152025	120433	63.63	07/03/2025	INV	PD	CARRIE DIAZ MILEAGE FOR J
8947 DIVISION OF THE STATE ARCHITECT										
010125-063025		07/09/2025	10324394	07152025	120434	1,609.20	07/09/2025	INV	PD	SB1186 FEES 1/1/25-6/30/2
15121 DOMERCHIE, KAREN										
163887		07/01/2025	10323808	07152025	120435	132.00	07/01/2025	INV	PD	REFUND 163887 1SUM0307-02
10748 DOUG & SONS PEST CONTROL										
47221		06/04/2025	10324032	07152025	120436	200.00	07/04/2025	INV	PD	MONTHLY PEST/BAIT STATION
47258		06/11/2025	10324030	07152025	120436	75.00	07/11/2025	INV	PD	MONTHLY PEST/BAIT STATION
47407		06/11/2025	10324029	07152025	120436	75.00	07/11/2025	INV	PD	MONTHLY BAIT STATIONS FS1
47408		06/11/2025	10324026	07152025	120436	55.00	07/11/2025	INV	PD	MONTHLY PEST CONTROL N. BR
47503		06/16/2025	10324025	07152025	120436	82.00	07/16/2025	INV	PD	MONTHLY PEST/BAIT STATION
47564		06/04/2025	10324020	07152025	120436	82.00	07/04/2025	INV	PD	MONTHLY PEST/BAIT STATION
47678		06/16/2025	10324023	07152025	120436	105.00	07/16/2025	INV	PD	MONTHLY PEST/BAIT STNS 30
47700		06/25/2025	10324022	07152025	120436	60.00	07/25/2025	INV	PD	MONTHLY PEST CONTROL WILD
						734.00				
15112 EDEN, NATALIE										
160926		07/01/2025	10323817	07152025	120437	400.00	07/01/2025	INV	PD	REFUND 160926 SSL RETURN
15137 ELLIS LAW CORPORATION AND										
062325		06/23/2025	10324151	07152025	120438	275,000.00	07/07/2025	INV	PD	6/25 D. Barker BI Settlem
15100 ENRIGHT, HOLLAND										
161825		07/01/2025	10323812	07152025	120439	214.50	07/01/2025	INV	PD	REFUND 161825 1SUM0304-08

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
10248 EPAX SYSTEMS, INC.										
38274		06/01/2025	10324162	07152025	120440	1,001.93	07/01/2025	INV	PD	MONTHLY PIER COMPACTOR 6/
38651		07/01/2025	10324088	07152025	120440	1,001.93	07/31/2025	INV	PD	MONTHLY PIER COMPACTOR 7/
						2,003.86				
3655 EQUIFAX INFORMATION SERVICES, LLC										
2066116318		06/07/2025	10323995	07152025	120441	378.00	07/07/2025	INV	PD	MONTHLY CHARGES CREDIT MO
1144 EWING IRRIGATION PRODUCTS										
26491025		06/17/2025	10324034	07152025	120442	166.67	07/10/2025	INV	PD	IRRIGATION SUPPLIES FOR P
8822 EXSEL, INC.										
14625		07/03/2025	10324173	07152025	120443	575.61	07/03/2025	INV	PD	PAPER BAG WITH NEW LOGO
14627		07/03/2025	10324171	07152025	120443	284.70	07/03/2025	INV	PD	NAME BADGES WITH NEW LOGO
						860.31				
1176 FEDERAL EXPRESS CORPORATION										
8-906-90263		06/27/2025	10323954	07152025	120444	22.90	07/03/2025	INV	PD	DIDAR PROJECT MAILED TO S
8-907-33078		06/27/2025	10324036	07152025	120445	23.88	07/02/2025	INV	PD	POSTAGE
						46.78				
14797 FINDING HOPE WITH DR. L. MATTHEWS,										
06-30-2025		06/30/2025	10323946	07152025	120446	2,300.00	07/07/2025	INV	PD	HERNANDEZ NEUROPSYCH ASSE
4081 FINLEY'S TREE AND LANDCARE, INC.										
INV-Cit250630	6914	06/30/2025	10324338	07152025	120447	70,550.00	07/30/2025	INV	PD	CIVIC CENTER COURTYARD LA
14775 FIRSTTWO INC										
2921	7028	06/26/2025	10324289	07152025	120448	10,800.00	07/26/2025	INV	PD	FIRSTTWO SOFTWARE LICENSE
14217 FLOCK GROUP INC										
INV-62102	6962	04/07/2025	10323974	07152025	120449	11,000.00	05/07/2025	INV	PD	3 ALPR CAMERAS - YEAR 2
14831 FORD, JOY										
062525		06/25/2025	10324166	07152025	120450	37.00	07/07/2025	INV	PD	6/25 Event Parking
070325		07/03/2025	10324191	07152025	120450	509.44	07/07/2025	INV	PD	5/25 Travel Reimburse - s
						546.44				
10825 FRANCO AUTO UPHOLSTERY										
17455		06/25/2025	10324062	07152025	120451	300.00	07/25/2025	INV	PD	UNIT 360-17 SEAT REPAIR
7685 FRANKLIN TRUCK PARTS, INC										

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
LB238105		06/23/2025	10323677	07152025	120452	184.56	07/10/2025	INV	PD	STOCK PARKING BRAKE VALVE
1289 GALLS INCORPORATED										
031756795		06/26/2025	10324147	07152025	120453	300.10	07/07/2025	INV	PD	FF/PM UNIFORMS - OLVERA G
031756796		06/26/2025	10324148	07152025	120453	150.04	07/07/2025	INV	PD	FF/PM UNIFORMS - OLVERA D
031792219		06/30/2025	10324149	07152025	120453	336.98	07/07/2025	INV	PD	FF/PM UNIFORMS - TODD
						787.12				
14492 GLOBAL K9 COMPANIES LLC										
9907		06/30/2025	10323972	07152025	120454	1,073.50	07/30/2025	INV	PD	06/2025 VAPOR WAKE TRAINI
9412 GREENSTREET AUTO SPA										
202406		07/02/2024	10324142	07152025	120455	562.00	07/19/2024	INV	PD	JUNE '24 CITY VEHICLES CA
202412		01/13/2025	10324140	07152025	120455	274.00	01/28/2025	INV	PD	12/24 CITY VEHICLE CAR WA
202505-1		06/12/2025	10324138	07152025	120455	798.00	06/25/2025	INV	PD	MAY 2025 CAR WASHES FOR C
						1,634.00				
13835 GRILL, AMANDA										
159967		06/24/2025	10323669	07152025	120456	100.00	06/24/2025	INV	PD	REFUND 159967 1YPG0804-01
15122 GROHE, TRACI										
163890		07/01/2025	10323811	07152025	120457	363.75	07/01/2025	INV	PD	REFUND 163890 1SUM0330-02
12840 HARRIS, ELIZABETH										
162613		07/01/2025	10323903	07152025	120458	181.00	07/01/2025	INV	PD	REFUND 162613 1TEN1114-03
14515 HASHMI, ALEENA										
070325		07/03/2025	10324189	07152025	120459	403.92	07/07/2025	INV	PD	5/25 Travel Reimbursement
15127 HOFFMAN, DIANA										
162620		07/01/2025	10323893	07152025	120460	125.00	07/01/2025	INV	PD	REFUND 162620 1SUM0322-11
162621		07/01/2025	10323894	07152025	120460	125.00	07/01/2025	INV	PD	REFUND 162621 1SUM0322-11
						250.00				
15011 HORN, TRACEY										
161775		07/01/2025	10323848	07152025	120461	372.00	07/01/2025	INV	PD	REFUND 161775 1SUM0300-05
1557 INDEPENDENT CITIES ASSOCIATION										
1464		07/03/2025	10324215	07152025	120462	3,578.80	07/03/2025	INV	PD	ICA MEMBERSHIP DUES 25-26
13599 INOUE, TRACY										
161736		07/01/2025	10323886	07152025	120463	55.00	07/01/2025	INV	PD	REFUND 161736 1YPG0512-01
1619 INTERSTATE BATTERIES OF CALIF COAST, INC										

## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
56247		06/19/2025	10323679	07152025	120464	161.23	07/24/2025	INV	PD	UNIT 603 MT-59 BATTERY
7539 JACK J. ROEHM DRYWALL CONSTRUCTION										
263		06/12/2025	10323650	07152025	120465	4,500.00	07/12/2025	INV	PD	DRYWALL WORK AT CA OFFICE
15113 JAMES JORDAN MIDDLE SCHOOL										
160923		07/01/2025	10323816	07152025	120466	400.00	07/01/2025	INV	PD	REFUND 160923 SLL RETURN
13045 JEHANIAN, ARMENA										
1521		07/01/2025	10323905	07152025	120467	9,408.00	07/01/2025	INV	PD	1521 SUMMER COOKING CAMP
15107 JENSEN, SARAH HEMMERT										
159965		06/24/2025	10323686	07152025	120468	158.00	06/24/2025	INV	PD	REFUND 159965 1SUM0322-05
1695 JUST REWARDS										
2506.013		06/10/2025	10324028	07152025	120469	1,038.00	07/07/2025	INV	PD	June 2025 Point redemptio
15120 KEATING, KATHRYN										
163886		07/01/2025	10323809	07152025	120470	264.00	07/01/2025	INV	PD	REFUND 163886 1SUM0307-02
15109 KELLERMAN, LIZA										
159968		06/24/2025	10323688	07152025	120471	158.00	06/24/2025	INV	PD	REFUND 159968 1SUM0322-03
1749 KING HARBOR MARINE CENTER										
18199BP		06/26/2025	10324174	07152025	120472	1,174.69	07/07/2025	INV	PD	SEA WAY UPFIT
39533		05/30/2025	10324179	07152025	120472	1,099.29	07/07/2025	INV	PD	SEA WAY UPFIT
39579		06/20/2025	10324177	07152025	120472	1,972.30	07/07/2025	INV	PD	SEA WAY UPFIT
39589		06/24/2025	10324181	07152025	120472	852.27	07/07/2025	INV	PD	SEA WAY UPFIT
39596		06/26/2025	10324183	07152025	120472	720.00	07/07/2025	INV	PD	SEA WAY UPFIT
39602		06/27/2025	10324185	07152025	120472	650.00	07/07/2025	INV	PD	SEA WAY UPFIT
						6,468.55				
15126 KIRSNER, ANDREW										
162622		07/01/2025	10323898	07152025	120473	125.00	07/01/2025	INV	PD	REFUND 162622 1SUM0322-11
8444 KRONOS INCORPORATED										
I10010009151		06/23/2025	10324094	07152025	120474	1,674.74	07/07/2025	INV	PD	05/23 - 6/22/25 TELESTAFF
I10010009179/FY25		06/23/2025	10324095	07152025	120474	462.29	07/07/2025	INV	PD	06/23 - 7/22/25 TELESTAFF
I10010009179/FY26		07/01/2025	10324192	07152025	120474	1,271.30	07/07/2025	INV	PD	06/23 - 7/22/2025 TELESTA
I10010009457	6955	06/24/2025	10324374	07152025	120474	6,055.44	07/09/2025	INV	PD	TELESTAFF SOFTWARE CLOUD
						9,463.77				
5392 LAKIN TIRE WEST, INC.										

# 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
IN1992323		06/12/2025	10324074	07152025	120475	582.93	07/12/2025	INV	PD	USED TIRE PICKUP SERVICE
9936 LARRY WALKER ASSOCIATES										
00531.05-7	6637	06/18/2025	10323850	07152025	120476	8,542.50	07/03/2025	INV	PD	NPDES SERVICES
14934 LAU, MELINDA										
2025-003 HARBOR		06/30/2025	10323934	07152025	120477	510.00	07/07/2025	INV	PD	MEETING MINUTES FOR HARBO
1858 LEAGUE OF CALIFORNIA CITIES										
4402		07/03/2025	10324214	07152025	120478	1,412.25	07/03/2025	INV	PD	CALCITIES LA COUNTY DIVIS
5151 LENCO ARMORED VEHICLES										
400564	6809	05/21/2025	10323981	07152025	120479	5,817.48	06/21/2025	INV	PD	REPLACEMENT BALLISTIC WIN
7938 LEOTEK ELECTRONICS USA, LLC										
4115642428A	6897	06/27/2025	10324038	07152025	120480	29,193.50	07/27/2025	INV	PD	PURCHASE LED STREET LIGHT
1884 LIEBERT CASSIDY WHITMORE										
298045B		07/02/2025	10324083	07152025	120481	900.00	07/07/2025	INV	PD	CONSORTIUM MEMBERSHIP FOR
1887 LIFE ASSIST, INC.										
1611838		06/23/2025	10324146	07152025	120482	4,612.93	07/07/2025	INV	PD	MEDICAL/PM AID SUPPLIES
12775 LINDE GAS & EQUIPMENT INC										
50428510		06/23/2025	10324093	07152025	120483	419.34	07/07/2025	INV	PD	SCBA CYLINDER RENTAL 5/20
50453022		06/23/2025	10324092	07152025	120483	775.22	07/07/2025	INV	PD	SCBA CYLINDER RENTAL 5/20
						1,194.56				
5225 LOS ANGELES COUNTY POLICE CHIEF'S ASSN.										
93025-10325		07/01/2025	10323890	07152025	120484	300.00	07/07/2025	INV	PD	LACPCA 2025 STRATEGIC PLA
1951 LOS ANGELES COUNTY SHERIFF'S DEPT										
253228BL		06/18/2025	10323865	07152025	120485	1,310.20	07/02/2025	INV	PD	05/2025 Inmate Food
253458HN		06/29/2025	10324169	07152025	120485	703.04	07/07/2025	INV	PD	5/25 Homeless Court Servi
						2,013.24				
1956 LOS ANGELES COUNTY-DEPT ANIMAL CONTROL										
LACO06252025		06/25/2025	10324012	07152025	120486	121.25	07/02/2025	INV	PD	05/2025 AFTER HOURS ANIMA
14777 MADE BY MEG										
8213189		07/01/2025	10323822	07152025	120487	329.25	07/01/2025	INV	PD	MADE BY MEG SENIOR MEALS
8213190		07/01/2025	10323823	07152025	120487	329.25	07/01/2025	INV	PD	MADY BY MEG SENIOR LUNCH
8213191		07/01/2025	10323826	07152025	120487	329.25	07/01/2025	INV	PD	MADY BY MEG SENIOR LUNCH

# 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
8213192		07/01/2025	10323824	07152025	120487	302.91	07/01/2025	INV	PD	MADE BY MEG SENIOR LUNCH
	15132 MAGUMCIA, BRIAN					1,290.66				
PSA 5/30/2025		05/12/2025	10324058	07152025	120488	769.00	07/07/2025	INV	PD	PSA CAPM EXAM PREP 5/30/2
	14318 MAL BELMONT LLC									
E2023-1789		07/02/2025	10323920	07152025	120489	325.00	07/03/2025	INV	PD	REFUND PERMIT E2023-1789
E2023-1820		07/02/2025	10323922	07152025	120489	360.00	07/03/2025	INV	PD	REFUND PERMIT E2023-1820
						685.00				
	14988 MAL GATES LLC									
2212GATES-REFUND		05/08/2025	10323667	07152025	120490	3,000.00	06/08/2025	INV	PD	DEMO REFUND FOR 2212 GATE
	2023 MANHATTAN TOYOTA									
676853TOR		06/25/2025	10324065	07152025	120491	175.64	07/25/2025	INV	PD	UNIT 607-14 CRUISE CONTRO
	7847 MANNING & KASS, ELLROD, RAMIREZ, TRESTER LLP									
835030		06/09/2025	10324222	07152025	120492	110.00	07/07/2025	INV	PD	5/25 D. Padilla Legal Fee
835031		06/09/2025	10324237	07152025	120492	223.00	07/07/2025	INV	PD	5/25 R. Woodson Legal Fee
835032		06/09/2025	10324238	07152025	120492	110.00	07/07/2025	INV	PD	5/25 M. Rhoads Legal Fees
835033		06/09/2025	10324234	07152025	120492	962.50	07/07/2025	INV	PD	5/25 D. Garces Legal Fees
						1,405.50				
	15118 MASTER CONSTRUCTION									
E2025-208		07/02/2025	10323918	07152025	120493	325.00	07/03/2025	INV	PD	REFUND PERMIT E2025-208 5
	2066 MATTHEW BENDER & CO., INC.									
46000062		06/27/2025	10324209	07152025	120494	779.77	07/07/2025	INV	PD	6/25 CA Public Sector Emp
	2080 MC KEEGAN, ROBERT									
62325		07/01/2025	10323909	07152025	120495	8,921.50	07/01/2025	INV	PD	62325 SPRING2025 4TEN1100
	2084 MCCUNE & HARBER, LLP.									
128427		04/30/2025	10324240	07152025	120496	1,170.00	07/07/2025	INV	PD	4/25 S. Counter Legal Fee
	14163 MEEDER PUBLIC FUNDS INC									
REDONDO50		06/30/2025	10324286	07152025	120497	4,500.00	08/01/2025	INV	PD	INVESTMENT ADVISORY SERVI
	11171 MEHTA MECHANICAL COMPANY, INC.									
MMC-019A	6671	06/09/2025	10323871	07152025	120498	47,122.62	07/03/2025	INV	PD	CHANGE ORDER # 2 PORTOFIN
MMC-019B	6048	06/09/2025	10323872	07152025	120498	45,502.38	07/03/2025	INV	PD	PORTOFINO WAY & YACHT CLU

# CITY OF REDONDO BEACH

## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2117 MERRIMAC ENERGY GROUP						92,625.00				
2240328	6965	07/01/2025	10324131	07152025	120499	25,626.40	07/11/2025	INV	PD	8,000 GALLONS UNLEADED FU
9957 MICHAEL BAKER INTERNATIONAL, INC.										
1252821	6349	06/09/2025	10323870	07152025	120500	4,517.50	07/03/2025	INV	PD	ARTESIA/AVIATION RIGHT TU
2127 MICHAEL J ARNOLD & ASSOCIATES INC										
15043	6750	07/03/2025	10324187	07152025	120501	84.00	07/03/2025	INV	PD	CONSULTANT SVCS FOR STATE
15044	6750	07/03/2025	10324213	07152025	120501	3,500.00	07/03/2025	INV	PD	CONSULTANT SVCS FOR STATE
7177 MICHEL & ASSOCIATES, P.C.						3,584.00				
13449TS/8458QB		02/27/2025	10324220	07152025	120502	2,389.50	07/07/2025	INV	PD	1/25 Stuver Legal Fees
13517TS		03/24/2025	10324218	07152025	120502	354.00	07/07/2025	INV	PD	2/25 BBK Landfill (PRP) L
13519TS		03/24/2025	10324224	07152025	120502	1,273.00	07/07/2025	INV	PD	2/25 D. Barker Legal Fees
13524TS		03/24/2025	10324235	07152025	120502	813.00	07/07/2025	INV	PD	2/25 J. Gornbein Legal Fe
13525TS/8494QB		03/24/2025	10324226	07152025	120502	2,957.55	07/07/2025	INV	PD	2/25 D. Laughton Legal Fe
13526TS		03/24/2025	10324231	07152025	120502	845.45	07/07/2025	INV	PD	2/25 P. Mack Legal Fees
13527TS/8493QB		03/24/2025	10324225	07152025	120502	7,564.25	07/07/2025	INV	PD	2/25 D. Mendoza Conner Le
13528TS/8495QB		03/24/2025	10324228	07152025	120502	5,245.55	07/07/2025	INV	PD	2/25 R. Rivas Legal Fees
13555TS/8492QB		03/24/2025	10324221	07152025	120502	1,774.25	07/07/2025	INV	PD	2/25 Stuver Legal Fees
13618TS		04/24/2025	10324160	07152025	120502	295.00	07/07/2025	INV	PD	3/25 C. Blakely Legal Fee
13619TS		04/24/2025	10324229	07152025	120502	842.00	07/07/2025	INV	PD	3/25 G. Cooke Legal Fees
13621TS		04/24/2025	10324223	07152025	120502	88.50	07/07/2025	INV	PD	3/25 B. Haroldson Legal F
13718TS		06/03/2025	10324219	07152025	120502	177.00	07/07/2025	INV	PD	4/25 BBK Landfill (Insura
13719TS		06/03/2025	10324239	07152025	120502	1,550.50	07/07/2025	INV	PD	4/25 Law Offices of Chris
13722TS		06/03/2025	10324230	07152025	120502	592.00	07/07/2025	INV	PD	4/25 G. Cooke Legal Fees
13723TS		06/03/2025	10324233	07152025	120502	4,018.00	07/07/2025	INV	PD	4/25 W. Corteza Legal Fee
13724TS		06/03/2025	10324236	07152025	120502	1,899.50	07/07/2025	INV	PD	4/25 J. Gornbein Legal Fe
13729TS		06/03/2025	10324232	07152025	120502	1,152.50	07/07/2025	INV	PD	4/25 M. Venegas Legal Fee
13730TS		06/03/2025	10324210	07152025	120502	796.50	07/07/2025	INV	PD	4/25 General Counsel
14803 MILLER HEALTH LAW GROUP,						34,628.05				
24-036.01 2505		06/05/2025	10324267	07152025	120503	1,687.50	07/07/2025	INV	PD	5/25 Mental Health Progra
15115 MILLER, PHYLLIS										
162142		07/01/2025	10323891	07152025	120504	200.00	07/01/2025	INV	PD	REFUND 162142 AV RETURN D
15125 NAGANO, TAKESHI										
162623		07/01/2025	10323899	07152025	120505	125.00	07/01/2025	INV	PD	REFUND 162623 1SUM0322-11
15129 NAKATOMI, JUNJIRO										
JN071525		06/30/2025	10323888	07152025	120506	46.00	07/07/2025	INV	PD	PARKING PAYMENT REFUND

# CITY OF REDONDO BEACH

## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
14196 NAPA AUTO PARTS										
054581		06/23/2025	10323678	07152025	120507	477.24	07/24/2025	INV	PD	UNIT 265 BRAKE PADS, ROTO
054712		06/24/2025	10324059	07152025	120507	237.31	07/24/2025	INV	PD	UNIT 607 CONTROL ARM AND
						714.55				
13466 NATEC INTERNATIONAL INC.										
219729		06/12/2025	10324161	07152025	120508	1,200.00	07/12/2025	INV	PD	RESPIRATORY TRAINING FOR
8775 NATIONAL AUTO FLEET GROUP										
WF11325	5515	06/13/2025	10324113	07152025	120509	84,232.59	07/13/2025	INV	PD	PURCHASE TWO FORD PD INTE
WF11356	5515	06/13/2025	10324120	07152025	120509	84,232.59	07/13/2025	INV	PD	PURCHASE TWO FORD PD INTE
WF11357	5553	06/13/2025	10324111	07152025	120509	84,232.59	07/13/2025	INV	PD	PURCHASE TWO 2022 FORD P.
						252,697.77				
6256 NATIONAL DATA & SURVEYING SERVICES										
25-020175		06/06/2025	10323928	07152025	120510	565.00	07/03/2025	INV	PD	TRFC VOLUME & SPEED 2 LOC
10711 NICHOLS CONSULTING ENGINEERS, CHTD										
910073019	6930	07/01/2025	10324003	07152025	120511	85,163.75	07/03/2025	INV	PD	2023 RESIDENTIAL STREET R
12120 NO FIRE INC. FIRE PROTECTION SERVICES										
4342		06/23/2025	10323883	07152025	120512	3,200.00	07/23/2025	INV	PD	EMERGENCY SERVICE CALL -
15119 NUNEZ, FLODELIZA										
FN071525		06/30/2025	10323830	07152025	120513	46.25	07/07/2025	INV	PD	PARKING PAYMENT REFUND
10031 OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA,										
87019886		05/27/2025	10323937	07152025	120514	290.00	07/07/2025	INV	PD	DOT PHYSICALS 5/21/25 & 5
13029 ODP BUSINESS SOLUTIONS, LLC										
417983700001		04/10/2025	10324047	07152025	120515	452.03	05/18/2025	INV	PD	CASERMA-OFFICE SUPPLIES
417986866001		04/10/2025	10324048	07152025	120515	453.93	05/16/2025	INV	PD	CASERMA-PAPER
420396256001		06/13/2025	10323944	07152025	120515	18.37	07/07/2025	INV	PD	OFFICE SUPPLIES 06/13/202
424901925001		06/12/2025	10323844	07152025	120515	31.99	07/03/2025	INV	PD	OFFICE AND COFFEE SUPPLIE
425628062001		06/05/2025	10323952	07152025	120515	69.94	07/04/2025	INV	PD	GALVAN DB GENERAL SIU OFF
426428236001		06/02/2025	10323947	07152025	120515	372.86	07/04/2025	INV	PD	GALVAN DB GENERAL SIU CAU
426814427001		06/12/2025	10324049	07152025	120515	453.93	07/18/2025	INV	PD	CASERMA-PAPER
428759802001		06/18/2025	10323845	07152025	120515	56.05	07/03/2025	INV	PD	OFFICE AND COFFEE SUPPLIE
429591632001		06/19/2025	10324040	07152025	120515	65.87	07/02/2025	INV	PD	CLEANER WIPES, SANITIZER,
429864519001		06/19/2025	10324010	07152025	120515	68.51	07/25/2025	INV	PD	CLIPBOARDS, PENS, DISINFE
						2,043.48				
14740 OLATHE FORD SALES INC										
121428	6756	06/30/2025	10324335	07152025	120516	80,583.02	07/30/2025	INV	PD	PURCHASE TWO 2025 FORD F-
121429	6756	06/30/2025	10324336	07152025	120516	80,583.02	07/30/2025	INV	PD	PURCHASE TWO 2025 FORD F-



# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						161,166.04				
14675 OOMA INC										
R232-0026501		07/03/2025	10324153	07152025	120517	65.85	07/03/2025	INV	PD	R232-0026501Rental: Ooma
4643 ORION PLASTICS										
29610		06/25/2025	10324133	07152025	120518	4,944.24	07/25/2025	INV	PD	SEASIDE LAGOON PLASTIC LI
2398 PACIFIC TRUCK EQUIPMENT CO.										
78544	6815	06/30/2025	10324134	07152025	120519	12,060.43	06/30/2025	INV	PD	UPFIT FOR PIER TRUCK-POWE
2408 PV VILLAGE PET HOSPITAL										
718027740		06/26/2025	10324015	07152025	120520	10.00	07/02/2025	INV	PD	INJURED OPOSSUM
11728 PEARCE CONSTRUCTION										
E2025-194		07/02/2025	10323915	07152025	120521	1,194.00	07/03/2025	INV	PD	REFUND PERMIT E2025-194 4
14540 PEREGRINE TECHNOLOGIES INC										
INV-0263	7027	07/08/2025	10324326	07152025	120522	96,500.00	08/07/2025	INV	PD	FY25-26 (YEAR 2, FIRST RE
12236 PERFORMANCE TRUCK REPAIR INC.										
19345		06/30/2025	10324069	07152025	120523	3,590.70	07/10/2025	INV	PD	UNIT 114-03 FD T-61 REPAI
14108 PHO, ANDREA										
160912		07/01/2025	10323820	07152025	120524	310.00	07/01/2025	INV	PD	REFUND 160912 AV CANCELED
9194 PLAY-WELL TEKNOLOGIES										
DB26827		07/01/2025	10323907	07152025	120525	5,418.00	07/01/2025	INV	PD	DB26827 PLAYWELL LEGO CAM
10742 POTUKUCHI, SAILAJA										
PSA 06/30/2027		05/08/2025	10324075	07152025	120526	180.00	07/07/2025	INV	PD	PSA BOARD FOR PELSG PE RE
12651 PRISM										
26100127		07/01/2025	10323987	07152025	120529	343,721.00	07/07/2025	INV	PD	EXCESS WORKERS' COMPENSAT
26300073		07/01/2025	10323989	07152025	120530	2,255,854.00	07/07/2025	INV	PD	GENERAL LIABILITY FY 25/2
26500083 FY 24/25		07/01/2025	10323965	07152025	120527	434,791.50	07/07/2025	INV	PD	PROPERTY PROGRAM FY 24/25
26500083 FY 25/26		07/01/2025	10323983	07152025	120528	1,304,374.50	07/07/2025	INV	PD	PROPERTY PROGRAM FY 25/26
						4,338,741.00				
2561 PVP COMMUNICATIONS										
136584		06/12/2025	10323986	07152025	120531	1,496.98	07/12/2025	INV	PD	MOTOR ACCESSORIES AND INS
12665 QUALITY REFRIGERATION COMPANY INC										

# CITY OF REDONDO BEACH



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0110539-IN		06/30/2025	10323877	07152025	120532	1,318.28	07/30/2025	INV	PD	SERVICE CALL AT N. BRANCH
15136 QUAN, SOPHIA EMILY										
062325		06/23/2025	10324199	07152025	120533	297.20	07/07/2025	INV	PD	6/25 S. Quan PD Loss Clai
14386 R5 CONSTRUCTION & DEVELOPMENT										
E2024-2142		07/02/2025	10323916	07152025	120534	325.00	07/03/2025	INV	PD	REFUND PERMIT E2024-2142
E2024-2187		07/02/2025	10323917	07152025	120534	1,638.00	07/03/2025	INV	PD	REFUND PERMIT E2024-2187
12257 RACE COMMUNICATIONS						1,963.00				
RC1680277		07/01/2025	10323836	07152025	120535	2,040.00	07/01/2025	INV	PD	RC1680277 INTERNET SVS PR
11255 RED SECURITY GROUP, LLC										
100291		04/28/2025	10323861	07152025	120536	23.60	05/28/2025	INV	PD	2 DUPLICATE KEYS FOR SENI
13279 REDONDO BEACH POLICE OFFICERS'										
485294		05/30/2025	10322845	07152025	120537	96.00	06/09/2025	INV	PD	QUARTERLY PORAC DUES JUL-
2633 REDONDO BEACH ROUND TABLE										
1-06102025		07/03/2025	10324212	07152025	120538	210.00	07/03/2025	INV	PD	ROUND TABLE GEN MTG 06052
12044 RENDELL, BRAD										
06202025		06/20/2025	10324090	07152025	120539	190.00	07/07/2025	INV	PD	UNDERWATER MAINTENANCE HA
14992 RENEWELL FLEET SERVICE LLC										
6567		06/25/2025	10324063	07152025	120540	1,577.63	07/25/2025	INV	PD	UNIT 121-17 STARTERS
14822 RESCUE ADVANCEMENT INC										
06302029	6766	06/30/2025	10324097	07152025	120541	18,750.00	07/07/2025	INV	PD	FEES FOR CE & QI SERVICES
15128 ALCOCK GARCIA REYNOSO, AMALIA										
162618		07/01/2025	10323896	07152025	120542	181.00	07/01/2025	INV	PD	REFUND 162618 1TEN1115-02
2685 RICHARDS, WATSON & GERSHON										
253001A		05/19/2025	10324262	07152025	120543	13,227.94	07/07/2025	INV	PD	4/25 Mehta Mechanical Cor
253001C		05/19/2025	10324245	07152025	120543	8,484.14	07/07/2025	INV	PD	4/25 G. Labono Legal Fees
253003		05/19/2025	10324263	07152025	120543	531.00	07/07/2025	INV	PD	4/25 New Commune DTLA Leg
253004		05/19/2025	10324266	07152025	120543	767.00	07/07/2025	INV	PD	4/25 New Commune DTLA (2)
253005		05/19/2025	10324243	07152025	120543	265.50	07/07/2025	INV	PD	4/25 9300 Wilshire Legal
253006		05/19/2025	10324244	07152025	120543	255.95	07/07/2025	INV	PD	4/25 Yes in my Backyard L

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
13178 RINGCENTRAL, INC.						23,531.53				
1068980032-1893		07/01/2025	10323839	07152025	120544	18.93	07/01/2025	INV	PD	1068980032-SMS REGISTRATI
12010 ROADLINE PRODUCTS INC, USA										
21522		06/25/2025	10324033	07152025	120545	940.56	07/25/2025	INV	PD	CERAMIC YELLOW MARKERS FO
14102 ROBERT HALF										
65061051	6812	06/30/2025	10324272	07152025	120546	1,728.00	07/07/2025	INV	PD	TEMPORARY STAFFING SERVIC
65084680	6812	06/30/2025	10324271	07152025	120546	1,728.00	07/07/2025	INV	PD	TEMPORARY STAFFING SERVIC
65109485	6812	06/30/2025	10324270	07152025	120546	1,728.00	07/07/2025	INV	PD	TEMPORARY STAFFING SERVIC
65123709	6391	06/26/2025	10323906	07152025	120546	1,704.32	07/04/2025	INV	PD	ROBERT HALF INC Contracto
65141137	6812	06/30/2025	10324269	07152025	120546	1,728.00	07/07/2025	INV	PD	TEMPORARY STAFFING SERVIC
REB64726099	6812	06/30/2025	10324273	07152025	120546	1,375.06	07/07/2025	INV	PD	TEMPORARY STAFFING SERVIC
6661 ROBERTSON'S						9,991.38				
674945		06/19/2025	10323881	07152025	120547	1,675.35	07/10/2025	INV	PD	CONCRETE FOR 1206 S. IREN
676850		06/24/2025	10323851	07152025	120547	878.76	07/10/2025	INV	PD	CONCRETE 1206 S. IRENA
678297		06/25/2025	10323887	07152025	120547	938.76	07/10/2025	INV	PD	CONCRETE FOR ARMOUR LN AN
679098		06/26/2025	10324014	07152025	120547	963.56	07/10/2025	INV	PD	CONCRETE FOR S IRENA AVE/
7253 SAFEGUARD BUSINESS SYSTEMS						4,456.43				
9008191952		06/28/2025	10324045	07152025	120548	2,428.67	07/27/2025	INV	PD	Patrol Moving Citations
8595 SCOTT ROBINSON CHRYSLER, DODGE, JEEP, RAM										
94617-2		06/21/2025	10323680	07152025	120549	504.75	07/22/2025	INV	PD	UNIT 671 A ARM SUSPENSION
8622 SHOETERIA										
0087547-IN		06/25/2025	10323895	07152025	120550	317.50	08/18/2025	INV	PD	JAZMINE CONTRERAS WORKBOO
8931 SIGNAL ATTORNEY SERVICE, INC.										
063025		06/30/2025	10324246	07152025	120551	263.00	07/07/2025	INV	PD	Services Rendered from 06
10629 SITEONE LANDSCAPE SUPPLY										
154566000-001		06/26/2025	10323926	07152025	120552	82.69	07/26/2025	INV	PD	PARKS LANDSCAPING SUPPLIE
155021242-001		06/26/2025	10323924	07152025	120552	198.67	07/26/2025	INV	PD	PARKS-LANDSCAPING SUPPLIE
15124 SOLLID, SYDNEY						281.36				
162624		07/01/2025	10323901	07152025	120553	125.00	07/01/2025	INV	PD	REFUND 162624 1SUM0322-11
15110 SOLOMAN, BROOKE										

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
160019		06/24/2025	10323689	07152025	120554	173.00	06/24/2025	INV	PD	REFUND 160019 1TEN1101-04
13413 SONNEN, LARISSA										
159955		06/24/2025	10323672	07152025	120555	149.25	06/24/2025	INV	PD	REFUND 159955 1SUM0302-03
159959		06/24/2025	10323670	07152025	120555	186.00	06/24/2025	INV	PD	REFUND 159959 1SUM0302-02
						335.25				
8862 SONSRAY MACHINERY										
PS0190353-1		06/27/2025	10324050	07152025	120556	541.13	07/27/2025	INV	PD	UNIT 360 BALL JOINTS AND
2990 SOUTH BAY FORD										
545937		06/24/2025	10324064	07152025	120557	425.43	07/24/2025	INV	PD	UNIT 265-16 PASSENGER MIR
9634 SOUTH BAY LANDSCAPING, INC.										
21672		03/31/2025	10324180	07152025	120558	1,392.00	04/30/2025	INV	PD	MONTHLY PIER LANDSCAPING
21690		03/31/2025	10324176	07152025	120558	1,728.00	04/30/2025	INV	PD	HARBOR LANDSCAPE MAINT. A
21691		03/31/2025	10324178	07152025	120558	1,200.00	04/30/2025	INV	PD	MONTHLY HARBOR MEDIAN LAN
21705		04/30/2025	10324170	07152025	120558	1,392.00	05/30/2025	INV	PD	MONTHLY PIER LANDSCAPING
21718		04/30/2025	10324175	07152025	120558	1,728.00	05/30/2025	INV	PD	HARBOR LANDSCAPE MAINT. A
21719		04/30/2025	10324172	07152025	120558	1,200.00	05/30/2025	INV	PD	MONTHLY HARBOR MEDIAN LAN
21739		05/31/2025	10324163	07152025	120558	1,392.00	06/30/2025	INV	PD	MONTHLY PIER LANDSCAPING
21740		06/30/2025	10324182	07152025	120558	1,392.00	07/30/2025	INV	PD	MONTHLY PIER LANDSCAPING
21745		05/31/2025	10324167	07152025	120558	2,160.00	06/30/2025	INV	PD	HARBOR LANDSCAPE MAINT. A
21746		06/30/2025	10324186	07152025	120558	1,728.00	07/30/2025	INV	PD	HARBOR LANDSCAPE MAINT. A
21747		05/31/2025	10324165	07152025	120558	1,200.00	06/30/2025	INV	PD	MONTHLY HARBOR MEDIAN LAN
21748		06/30/2025	10324184	07152025	120558	1,200.00	07/30/2025	INV	PD	MONTHLY HARBOR MEDIAN LAN
						17,712.00				
3016 SOUTHERN CALIFORNIA EDISON										
700062360940-061325		06/13/2025	10323659	07152025	120559	1,889.71	07/03/2025	INV	PD	N HARBOR DR, N CATALINA,
700063072575-061325		06/13/2025	10324103	07152025	120559	88,055.27	07/03/2025	INV	PD	700 JULIA, 2000 ARTESIA,
700165291478-061325		06/13/2025	10323657	07152025	120559	330.76	07/03/2025	INV	PD	205 YACHT CLUB WAY 5/12/2
700354269811-062725		06/27/2025	10324121	07152025	120559	1,372.10	07/17/2025	INV	PD	1521 KINGS DALE AVE 05/27/
700464670763-062525		06/25/2025	10324102	07152025	120559	309.17	07/15/2025	INV	PD	1928 NELSON AVE 05/22/25-
700470178747-061325		06/13/2025	10324114	07152025	120559	1,646.24	07/03/2025	INV	PD	ARTESIA, JUANITA, 190TH,
700776225568-062625		06/26/2025	10324096	07152025	120559	416.81	07/16/2025	INV	PD	715 JULIA AVE 05/23/25-06
Edison5.27.25		07/03/2025	10324060	07152025	120559	100.90	07/03/2025	INV	PD	Edison Ped 1521 Kingsdale
						94,120.96				
3045 SPECIALTY DOORS										
56031S		05/28/2025	10323849	07152025	120560	517.47	06/27/2025	INV	PD	MAIN LIBRARY DOOR ADJUST
10201 SPORTBALL										
SBSUM25		07/02/2025	10323949	07152025	120561	1,606.50	07/02/2025	INV	PD	SBSUM25 1SUM0322-01 -06 S
13763 STATION AUTOMATION, INC.										

# CITY OF REDONDO BEACH



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8105	6043	06/19/2025	10324109	07152025	120562	6,617.50	07/07/2025	INV	PD	DBA PSTRAE ELECTRONIC LOG
3125 SUN BADGE CO.										
423543		06/25/2025	10324205	07152025	120563	2,225.02	07/07/2025	INV	PD	FF/PM UNIFORM BADGES & BR
10365 T-MOBILE										
205379417-072025		06/22/2025	10324155	07152025	120564	1,554.80	07/07/2025	INV	PD	FIRE DEPT MDCS 05/21 - 6/
267037237-07202025		07/03/2025	10324157	07152025	120564	1,097.16	07/03/2025	INV	PD	RB COMM SERVICES 26703723
997675723-12220		07/01/2025	10323831	07152025	120564	122.20	07/01/2025	INV	PD	997675723-HSI ROUTERS NAS
9980748180622025		06/22/2025	10324089	07152025	120564	3,079.48	07/20/2025	INV	PD	MONTHLY CHARGES ACCOUNT 9
99819731-07202025		06/22/2025	10324152	07152025	120564	93.30	07/07/2025	INV	PD	FIRE DEPT PHONES/INTERNET
999706941-5236592671		07/01/2025	10323832	07152025	120564	133.96	07/01/2025	INV	PD	999706941-5236592671
999828330-07202025		07/03/2025	10324156	07152025	120564	274.36	07/03/2025	INV	PD	COMM SERVICES NASPO MA176
						6,355.26				
9715 T2 SYSTEMS CANADA INC.										
IRIS0000148982		06/27/2025	10323838	07152025	120565	2,080.00	07/07/2025	INV	PD	6/2025 DIGITAL IRIS SERVI
15114 THAO, LEE										
PSA 6/11/2025		04/08/2025	10323953	07152025	120566	1,150.00	07/07/2025	INV	PD	PSA WATER RESOURCES & ENV
15123 THATCHER, AMY										
162076		07/01/2025	10323807	07152025	120567	206.25	07/01/2025	INV	PD	REFUND 162076 1SUM0328-03
11764 THE CHUKA FAMILY TRUST										
07012025		07/02/2025	10323913	07152025	120568	22,336.72	07/02/2025	INV	PD	1922 ARTESIA BLVD. LEASE
10837 THE FELDHAKE LAW FIRM										
56993		06/01/2025	10324217	07152025	120569	27,169.14	07/07/2025	INV	PD	5/25 ICRMA Legal Fees
57030		07/01/2025	10324325	07152025	120569	9,367.97	07/08/2025	INV	PD	6/25 ICRMA Legal Fees
						36,537.11				
4709 THE UNITED STATES CONFERENCE OF MAYORS										
5681		07/03/2025	10324216	07152025	120570	5,970.00	07/03/2025	INV	PD	USCM MEMBERSHIP DUES 25-2
71 TIME WARNER CABLE										
119992001062125		07/01/2025	10323835	07152025	120571	1,386.39	07/01/2025	INV	PD	119992001062125-06212025
188419101062125		07/01/2025	10323833	07152025	120571	3,311.70	07/01/2025	INV	PD	188419101-06212025
						4,698.09				
7130 TORRANCE AUTO REPAIR										
0190549		06/24/2025	10324067	07152025	120572	119.95	07/25/2025	INV	PD	UNIT 671-23 FRONT WHEEL A
0190589		06/27/2025	10324056	07152025	120572	119.95	07/27/2025	INV	PD	UNIT 607-14 REGULAR WHEEL

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9342 TRANSUNION RISK AND ALTERNATIVE						239.90				
213833-202506-1		07/01/2025	10324002	07152025	120573	95.60	07/01/2025	INV	PD	06/2025 MONTHLY TLO ACCES
3285 UNDERGROUND SERVICE ALERT										
620250579		07/01/2025		07152025	120574	281.95	07/03/2025	INV	PD	147 RBCH NEW TKT CHRGS &
5332 UNITED RENTALS NORTHWEST, INC.										
248936383-001		06/24/2025	10323843	07152025	120575	511.28	07/24/2025	INV	PD	FORKLIFT RENTAL- PIER
4616 UNITED SITE SERVICES OF CALIFORNIA, INC.										
114-14022449		02/27/2025	10323858	07152025	120576	26.28	03/27/2025	INV	PD	TEMP FENCING 545 N GERTRU
11618 UNITED STORM WATER, INC.										
SW42505	6889	06/18/2025	10323854	07152025	120577	13,123.13	07/03/2025	INV	PD	CATCH BASIN CPS UNITS TO
6443 URBAN GRAFFITI ENTERPRISES, INC.										
RED22505	6520	05/31/2025	10323957	07152025	120578	4,050.00	07/15/2025	INV	PD	05/2025 GRAFFITI REMOVAL
8927 VECTOR RESOURCES, INC.										
104375		06/27/2025	10323959	07152025	120579	1,260.00	07/02/2025	INV	PD	JAIL CAMERA #9 REPAIR
13579 VEOLIA WTS SERVICES USA, INC.										
903325702	100978226	06/30/2025	10324188	07152025	120580	182.82	07/07/2025	INV	PD	DI MIX BED EXCHANGE
903325703	100978227	06/30/2025	10324190	07152025	120580	271.37	07/07/2025	INV	PD	DI MIX BED EXCHANGE
3621 VERIZON WIRELESS						454.19				
6116309671		05/28/2025	10324158	07152025	120581	1,130.93	07/07/2025	INV	PD	FIRE DEPT IPADS 05/19- 06
14811 VESTIS UNIFORM AND WORK PLACE										
5860455360	6754	06/25/2025	10323984	07152025	120582	113.55	07/10/2025	INV	PD	6/25 PIER UNIFORMS
5860455361	6754	06/25/2025	10323991	07152025	120582	179.35	07/10/2025	INV	PD	6/25 PARKS UNIFORMS
5860455362	6754	06/25/2025	10323994	07152025	120582	350.50	07/10/2025	INV	PD	6/25 PW YARD UNIFORMS
15131 VIRK, JASMIT						643.40				
E2025-258		07/02/2025	10323933	07152025	120583	325.00	07/03/2025	INV	PD	REFUND PERMIT E2025-258 5
8802 VISION SERVICE PLAN										
823095453		06/19/2025	10324000	07152025	120586	11.50	07/07/2025	INV	PD	VSP COBRA JULY 2025
823095466		06/19/2025	10323998	07152025	120584	5,922.44	07/07/2025	INV	PD	VSP ACTIVES JULY 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
823095485		06/19/2025	10323999	07152025	120585	1,541.87	07/07/2025	INV	PD	VSP RETIREES JULY 2025
11876 WASHINGTON ELEMENTARY PTA						7,475.81				
160919		07/01/2025	10323819	07152025	120587	400.00	07/01/2025	INV	PD	REFUND 160919 SSL RETURN
3408 WAXIE SANITARY SUPPLY										
83318568		06/20/2025	10324135	07152025	120588	4,505.79	07/20/2025	INV	PD	FACILITIES JANITORIAL SUP
83326800		06/25/2025	10323880	07152025	120588	4,456.40	07/25/2025	INV	PD	PIER JANITORIAL SUPPLIES
3421 WEST COAST ARBORISTS INC						8,962.19				
226443	6625	02/28/2025	10323875	07152025	120589	7,580.00	03/28/2025	INV	PD	PRUNING AND EMERGENCY CAL
229478	6625	05/15/2025	10323873	07152025	120589	1,140.00	06/15/2025	INV	PD	EMERGENCY CALL-OUT 5/1-5/
230026	6625	05/31/2025	10323868	07152025	120589	2,780.00	07/01/2025	INV	PD	TREE AND STUMP REMOVAL 5/
230029	6625	05/31/2025	10323867	07152025	120589	6,400.00	07/01/2025	INV	PD	N. CATALINA PLANTING 5/16
10426 WEST MARINE PRO						17,900.00				
7095		07/01/2025	10324198	07152025	120590	104.70	07/07/2025	INV	PD	SEA WAY EQUIPMENT
7096		07/01/2025	10324196	07152025	120590	141.50	07/07/2025	INV	PD	SEA WAY EQUIPMENT
14679 WESTFLEX INC						246.20				
5006804		06/20/2025	10323923	07152025	120591	155.36	07/20/2025	INV	PD	EARPLUGS FOR PARKS
5006923		06/27/2025	10323978	07152025	120591	425.22	07/27/2025	INV	PD	GLOVES FOR PARKS
3440 WESTNET INC.						580.58				
29373		07/03/2025	10324376	07152025	120592	4,700.00	07/09/2025	INV	PD	FIRE STATIONS ALERTING SY
15108 WHITE, CAMBREY										
159966		06/24/2025	10323687	07152025	120593	158.00	06/24/2025	INV	PD	REFUND 159966 1SUM0322-05
9278 WIIST, GREGORY										
ADPP JULY		07/07/2025	10323992	07152025	120595	3,145.62	07/07/2025	INV	PD	ADPP JULY 2025
ADPP JUNE		06/30/2025	10323948	07152025	120594	3,145.62	07/07/2025	INV	PD	ADPP FOR JUNE 2025
3458 WILLIAMS SCOTSMAN, INC.						6,291.24				
9023821350		05/28/2025	10324253	07152025	120596	160.97	07/07/2025	INV	PD	Homeless Court Storage 05
9023988530	FY25	06/20/2025	10324254	07152025	120596	102.19	07/07/2025	INV	PD	Pallet Shelter Storage PS
9023988530	FY26	06/20/2025	10324255	07152025	120596	173.72	07/07/2025	INV	PD	Pallet Shelter Storage PS
9023988531		06/20/2025	10324257	07152025	120596	206.89	07/07/2025	INV	PD	Pallet Shelter Storage AS
9023988531	FY25	06/20/2025	10324256	07152025	120596	121.70	07/07/2025	INV	PD	Pallet Shelter Storage AS
9023988532	FY25	06/20/2025	10324258	07152025	120596	102.19	07/07/2025	INV	PD	Pallet Shelter Storage BT

## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9023988532	FY26	06/20/2025	10324259	07152025	120596	173.72	07/07/2025	INV	PD	Pallet Shelter Storage BT
15106 WILLIAMS, CAITLIN						1,041.38				
159962		06/24/2025	10323685	07152025	120597	200.00	06/24/2025	INV	PD	REFUND 159962 WP RETURN D
15099 YAO, HEIDI										
161831		07/01/2025	10323821	07152025	120598	2,705.00	07/01/2025	INV	PD	REFUND 161831 7REC0105-07
13146 YUNEX LLC										
5610005589	6560	06/23/2025	10323855	07152025	120599	4,368.21	07/23/2025	INV	PD	TRAFFIC SIGNAL RESPONSE C
15097 ZACHARIA, KATERINA										
060925		06/09/2025	10324250	07152025	120600	1,000.00	07/07/2025	INV	PD	6/25 K. Zacharia PD Loss
9320 ZERO WASTE USA										
769501		06/18/2025	10323673	07152025	120601	2,375.79	07/19/2025	INV	PD	DOGGIE BAGS AND LINERS -
3510 ZOLL MEDICAL CORPORATION										
4227911		05/23/2025	10324124	07152025	120602	107.88	07/07/2025	INV	PD	MEDICAL AID SUPPLIES
392 INVOICES						7,585,000.53				

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





# Administrative Report

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H.5., File # 25-0914

Meeting Date: 7/15/2025

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

**TITLE**

APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA HIGHWAY PATROL (CHP) TO AUTHORIZE ELECTRONIC TRANSMITTAL OF CHP 555 TRAFFIC COLLISION REPORTING FORM DATA, AS REQUIRED BY LAW, REPLACING THE CURRENT MANUAL HARDCOPY PAPER PROCESS AT NO COST TO THE CITY FOR A TERM OF FIVE YEARS UPON EXECUTION

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

2. APPROVE AN AGREEMENT WITH COM-STRAT, LLC FOR TELECOMMUNICATIONS CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$19,500 FOR THE TERM JULY 15, 2025 TO DECEMBER 31, 2026

CONTACT: MIKE COOK, IT DIRECTOR

3. APPROVE AN AGREEMENT WITH ZOLL MEDICAL CORPORATION FOR EXTENDED WARRANTY SERVICES FOR TWO AUTOPULSE DEVICES IN AN AMOUNT NOT TO EXCEED \$10,206 FOR THE TERM JULY 1, 2025 TO JUNE 30, 2028

CONTACT: PAT BUTLER, FIRE CHIEF

4. APPROVE AN AGREEMENT WITH MT. SAN ANTONIO COLLEGE (MT SAC) TO AUTHORIZE THE REDONDO BEACH FIRE DEPARTMENT AS A TRAINING SITE FOR MT SAC PARAMEDIC STUDENTS AT NO COST TO THE CITY FOR THE TERM JULY 15, 2025 TO DECEMBER 31, 2029

CONTACT: PAT BUTLER, FIRE CHIEF

5. APPROVE AN AGREEMENT WITH OCEMT CORP TO AUTHORIZE THE REDONDO BEACH FIRE DEPARTMENT AS A TRAINING SITE FOR OCEMT PARAMEDIC STUDENTS AT NO COST TO THE CITY FOR THE TERM JULY 15, 2025 TO DECEMBER 31, 2029

CONTACT: PAT BUTLER, FIRE CHIEF

**EXECUTIVE SUMMARY**

Approve Contracts Under \$35,000

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- MOU - California Highway Patrol
- Agmt, Signature & Insurance - Com-Strat, LLC
- Agmt, Signature & Insurance - Zoll Medical Corporation
- Agmt, Signature & Insurance - Mt. San Antonio College
- Agmt, Signature & Insurance - OCEMT Corp.

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# **Memorandum of Understanding (MOU)**

**Between**

**California Highway Patrol  
Information Management Division**



**And**

**Redondo Beach Police Department**

**July 7, 2025**

- FOR OFFICIAL USE ONLY -  
MEMORANDUM OF UNDERSTANDING

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## **SUPERSEDES**

This Memorandum of Understanding (MOU) dated July 15, 2025, supersedes any existing MOUs in place between the listed organizations for the purpose(s) described herein.

## **INTRODUCTION**

The purpose of this MOU is to establish a standard agreement between the California Highway Patrol (CHP) and the City of Redondo Beach ("City") regarding the development, management, operation, and security of data exchanged between the CHP and the Redondo Beach Police Department where mutually beneficial.

## **AUTHORITY**

Government Code Section 7921.505(c) states that disclosures made by any governmental agency to any governmental agency that agrees to treat the disclosed material as confidential will not constitute a waiver of any relevant exemption of the California Public Records Act. Both organizations therefore agree, pursuant to Government Code Section 7921.505(c) that they will maintain the confidentiality any information that they may exchange, consistent with the provisions of the California Public Records Act. Any information obtained by both agencies shall only be used for purposes that are consistent with existing California and federal law.

## **BACKGROUND**

Redondo Beach Police Department seeks the cooperation of the CHP to participate in the electronic exchange of standard CHP 555 form data replacing the need to exchange paper forms in-person. The parties enter this MOU to expedite the processing of data critical to Partner and CHP activities in the furtherance of motor vehicle and highway safety.

Electronic delivery of CHP 555 form data will be executed using a software application specifically developed for this purpose and provided by KAM Software Technologies, DBA Crossroads Software, Inc., hereinafter Crossroads. The intuitive user interface for the CHP 555 form provided by Crossroads includes an instructional narrative and the ability to generate and attach supplemental documents (e.g., scanned images and photographs) to assist with preparing and transmitting a thorough and complete information package to the CHP.

## **COMMUNICATIONS**

Frequent formal communications are essential to ensure the successful management and operation of the established interconnections. Both organizations agree to maintain open lines

- FOR OFFICIAL USE ONLY -  
MASTER MEMORANDUM OF UNDERSTANDING

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of communications between designated staff at both the managerial and technical levels. Critical communications described herein must be conducted in writing unless otherwise noted. The principal contacts for this MOU are as detailed below:

California Highway Patrol	Redondo Beach Police Department
Chief Josh Ehlers Chief Information Officer (CIO) Information Management Division 601 North 7 <sup>th</sup> Street Phone: (916) 843-4000 e-Mail: <a href="mailto:jeblers@chp.ca.gov">jeblers@chp.ca.gov</a>	Roxanne Henry Police Records Manager, City of Redondo Beach Redondo Beach, CA 90277 Phone: (310) 697 - 3420 e-Mail: <a href="mailto:Roxanne.Henry@redondo.org">Roxanne.Henry@redondo.org</a>

Both organizations agree to designate and provide contact information for technical leads for their respective system, and to facilitate direct communication between technical leads to support the management and operation of the interconnection. To safeguard the confidentiality, integrity, and availability of the interconnected systems; as well as the data they store, process, and send; the organizations agree to give notice of specific events within the time frames indicated below:

- **SECURITY INCIDENTS**

Both organizations agree to notify the appropriate designee by telephone or e-mail at the earliest opportunity in the event a security incident has been detected, so the other Organization may take steps to determine whether its system has been compromised and to take appropriate security precautions. This communication should include a description of the incident, as well as the status of containment and/or resolution efforts. The system owner will receive a formal written incident summary within ten (10) business days of incident remediation.

- **DISASTERS AND OTHER CONTINGENCIES**

Both organizations agree to provide notification to the appropriate designee by telephone or e-mail as they are reasonably able to in the event of a disaster, or other incident that disrupts the normal operation of either connected system. This communication should include the cause of the outage and reasonable forecasts

pertinent to the restoration of services. The system owner will receive a formal written event summary within ten (10) business days of restoration of services.

- **MATERIAL CHANGES TO SYSTEM CONFIGURATION**

Planned technical changes to the system architecture that affect the efficacy of the interconnection will be reported to technical staff before such changes are implemented. If planned changes will cause a disruption in service, notification shall be made no less than one (1) week in advance.

- **NEW INTERCONNECTIONS**

Both organizations agree to ensure that information security safeguards are maintained with respect to the data exchanged under this agreement; to include any connection between its' Information Technology (IT) system and any other IT system, including systems that are owned and operated by third parties.

- **PERSONNEL CHANGES**

Both organizations shall allocate the appropriate personnel resources to ensure the continual function of the interconnection governed by this MOU, irrespective of changes in personnel. Both organizations agree to provide the other with notification of any changes in point of contact information.

## **INTERCONNECTION SECURITY AGREEMENT**

This exchange is standard practice and does not require an Interconnection Security Agreement ("ISA").

## **SECURITY**

Both organizations agree to work together to ensure the joint security of the interconnected systems and/or data they store, process, and transmit. Each Organization certifies that its respective system is designed, managed, and operated in compliance with all relevant federal and state statutes, regulations, and policies pertaining to such systems.

- **DISCLOSURE**

Both organizations agree not to disclose any information contained in records provided by the other Organization which identifies, or can be used to identify, an individual person *except when used for the same statutorily authorized purpose for which it was received*. Consistent with California Civil Code Section 1798.29, this may include, but is not limited to, a person's name, driver's license number or identification card number, tax

identification number, passport number, military identification number, or other unique identification number issued on a government document commonly used to verify the identity of a specific individual, account number or credit or debit card number (in combination with access credentials), medical information, health insurance information, unique biometric data (such as a fingerprint, retina, or iris image, used to authenticate a specific individual), information or data collected through the use or operation of an automated license plate recognition system, or a username/email address (in combination with access credentials).

- **APPROPRIATE USE**

Both organizations agree not to use personal information from records provided by the other organization to contact or distribute bulk surveys, marketing, solicitations or for other purposes, unless the person whose information is used has provided express written consent for such disclosure.

- **LIMITATION OF USE**

Both organizations agree not to provide any information from records obtained pursuant to this MOU to any other person without entering into an agreement including disclosure, appropriate use, and limitation of use identified herein.

- **PRIVACY PROTECTION**

Both organizations agree to ensure that personnel are familiar with the provisions of the Driver Privacy Protection Act (18 U.S.C. § 2721, et seq.) and adhere to all applicable federal, state, and local laws, regulations, and policies which protect personally identifying information in government records and systems.

- **INVESTIGATIONS OF MISUSE/SECURITY BREACH**

Both organizations agree to promptly investigate any alleged misuse of data or related security breach, and to cooperate reasonably with the appropriate personnel in connection with any alleged breaches involving its data.

Both organizations agree to respond to all requests by the other designed to ensure that each are adhering to the use and access limitations set forth in this agreement. Responses shall be in writing and shall be provided within ten (10) business days of receipt of the request. Email responses shall be sufficient for purposes of this provision.



### **COST CONSIDERATIONS**

Unless otherwise specified in an ISA, datasets will be provided via web service. Both organizations agree to incur any hardware/software/service costs necessary within their respective organization to establish and maintain a secure web service interconnection. Modifications to any system which are necessary to support an established interconnection are the responsibility of the respective system owner's organization.

### **TIMELINE**

This MOU will remain in effect for five (5) years from the last date on either signature in the signature block below.

If both organizations wish to extend this MOU, they may do so by reviewing, updating, and reauthorizing this MOU. The newly signed MOU should explicitly supersede this agreement, which should be referenced by title and date.

**If one or both of the parties wish to terminate this agreement, they may do so at any time and upon written 30-day advanced notice or immediately in the event of a security incident that necessitates a rapid response. Written notice shall be emailed to the email addresses provided for the principal contacts for this MOU, and a copy mailed to the addresses provided for the principal contacts for this MOU. Notice shall be deemed complete as of the date of the email sent to the principal contact.**

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MASTER MEMORANDUM OF UNDERSTANDING

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**SIGNATORY AUTHORITY**

The signatories below attest to having signing authority for the entities they represent and agree to the terms of this MOU.

Authorized Signatory on behalf of  
California Highway Patrol Official

Authorized Signatory on behalf of  
City of Redondo Beach

---

Signature	Date
Josh Ehlers, Chief & CIO California Highway Patrol Information Management Division	

---

Signature	Date
James A. Light, Mayor City of Redondo Beach	

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND COM-STRAT., LLC**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Com-Strat., LLC, a Pennsylvania Limited Liability Company ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".
4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

\* \* \* \* \*

**GENERAL PROVISIONS**

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

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

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

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

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

- b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether

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

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.



28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant

warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.

36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

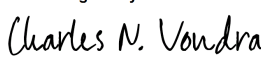
*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15th day of July, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

Com-Strat., LLC,  
a Pennsylvania Limited Liability Company

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

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Charles N. Vondra  
Title: Managing Member

ATTEST:

APPROVED:

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

Signed by:  
  
\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## **EXHIBIT "A"**

### **PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES**

#### **CONSULTANT'S DUTIES**

Consultant shall perform the following duties.

Consultant shall provide technology consulting services (TCaaS services) to City as more particularly described below.

The services for the City of Redondo Beach include:

- Ongoing support for moves, changes and programming on the Avaya Cloud Office system
- Telecommunications Expense Management related to the services provided by Frontier/Verizon and AT&T
- Subject matter expertise for additional telecommunication projects as needed.

Communication Strategies' Technology Consulting as a Service (TCaaS) allows clients to budget and allocate funds for ongoing consulting and project management services that might be required.

## **EXHIBIT "B"**

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

Term. This Agreement shall commence on July 15, 2025 and shall continue until December 31, 2026, unless otherwise terminated as herein provided.

## EXHIBIT "C"

### COMPENSATION

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

1. **AMOUNT.** A total not-to-exceed amount of \$19,500.

100 Hours at \$175.00 per hour for a total of:	\$17,500.00
Estimate Travel	\$ 2,000.00
Total	\$19,500.00

2. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** 30 days in arrears.
4. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Consultant: Com-Strat, LLC  
1179 Meredith Lane  
Chester Springs, PA 19425  
Attention: Chuck Vondra / Lloyd Halvorsen  
(707) 963-5418 [Chuck@com-strat.com](mailto:Chuck@com-strat.com)  
(720) 408-4944 [Lloydh@com-strat.com](mailto:Lloydh@com-strat.com)

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

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

## **EXHIBIT "D"**

### **INSURANCE REQUIREMENTS FOR CONSULTANTS**

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

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

#### **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

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

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

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

#### **Deductibles and Self-Insured Retentions**

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

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

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

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

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

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

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

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

#### Acceptability of Insurers

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



### Verification of Coverage

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

### Subcontractors

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

### Risk Management

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2025

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

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

<b>PRODUCER</b> Edgewood Partners Insurance Center Main Street West 10877 White Rock Rd Rancho Cordova CA 95670	<b>CONTACT</b> NAME: Main Street PHONE (A/C, No. Ext): (877) 222-0000 E-MAIL ADDRESS: msmcertswest@epicbrokers.com FAX (A/C, No):  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: HARTFORD UNDERWRITERS INSURANCE INSURER B: Hartford Fire & Its P&C Affiliat INSURER C: LLOYDS INSURER D: HANOVER INSURANCE COMPANY INSURER E: INSURER F:
<b>INSURED</b> Com-Strat LLC Dba Communication Strategies 1179 Meredith Lane Chester Springs PA 19425	NAIC # 30104 00914  22292

**COVERAGES** HY **CERTIFICATE NUMBER:** Cert ID 41825 (15) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			57SBABL0BNW	04/27/2025	04/27/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			57SBABL0BNW	04/27/2025	04/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			57SBABL0BNW	04/27/2025	04/27/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y N/A			57WECZV1809-CA	04/15/2025	04/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Professional Liability</b>			ESN0740323685	04/14/2025	04/14/2026	Each Limit \$ 3,000,000 Aggregate Limit \$ 3,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

The City of Redondo Beach  
Attention Mike Cook  
415 Diamond Street

Redondo Beach CA 90277

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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DATE (MM/DD/YYYY)
07/08/2025

**ADDITIONAL COVERAGES** **CERTIFICATE NUMBER:** Cert ID 41825 **REVISION NUMBER:**

**EXPERTCARE EXTENDED WARRANTY CONTRACT****Redondo Beach Fire Department (Customer # 102262)****ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0022 Fax

**Attn:** \*Issac Yang 3103180663 398 4309 / issac.yang@redondo.org**Bill To: Redondo Beach Fire Department**  
401 South Broadway Street  
Redondo Beach, CA 90277**Ship To: Redondo Beach Fire Department**  
401 South Broadway Street  
Redondo Beach, CA 90277**From:** Catherine Santos  
Service Contracts  
978-421-9760 / csantos@zoll.com**QUOTATION: 00044668**  
Quote Date: May 21, 2025  
Quote Pricing: Valid for 60 Days**AutoPulse**

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89003-WF-AP	<b>AutoPulse - Worry-Free Service Plan, 3 Year, Post Sale</b> AutoPulse - Worry-Free Service Plan, 3 Year, Post Sale. Includes: Repairs: Parts and labor per ZOLL Limited Product Warranty, minimum service fee waived, and Accidental damage coverage (see comments). Shipping and use of a Service Loaner upon request during device service, and no charge shipping.  Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website. Serial Number(s): 35667,35668	07/01/2025 to 06/30/2028	2	\$5,670.00	\$5,103.00	\$10,206.00
8700-0752-01	<b>AutoPulse Lithium Ion Battery</b>  Serial Number(s): 12665,12676,12680 12681,12683,12691 12698 12707 12711	07/01/2025 to 06/30/2028	6	\$0.00	\$0.00	\$0.00

**TOTAL: \$10,206.00****COMMENTS:**

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30 after ZOLL Medical Corporation invoice date.
3. If PM's are purchased or applicable: PM work will be scheduled 60-90 days after the agreement is signed.

**TERMS & CONDITIONS:** The terms and conditions of this contract are set forth in the ExpertCare Service Plan Terms & Conditions attached below. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.

SIGNATURES FOLLOW ON THE NEXT PAGE

**ZOLL Medical Corporation**

DocuSigned by:  
By: Antoine Kebbe  
2284043D10B242A

Date: 7/9/2025 | 11:58 PM PDT

Name: **Antoine Kebbe**

Title: Vice President Global Service

**CITY OF REDONDO BEACH**

By: \_\_\_\_\_

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

Name: James A. Light

Title: Mayor

**APPROVED AS TO FORM**

By: \_\_\_\_\_

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

Name: Joy A. Ford

Title: City Attorney

**ATTEST**

By: \_\_\_\_\_

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

Name: Eleanor Manzano

Title: City Clerk

**ZOLL Medical Corporation**  
**ExpertCare Service Plan Terms and Conditions**

The City of Redondo Beach ("Customer") listed on the purchase order (the "Order") has agreed to purchase the ExpertCare Service Plan described on the Order (the "Service Plan"). Depending upon the Service Plan being purchased by the Customer, Extended Warranty and/or Preventive Maintenance services may be included. Only the provisions in these Terms and Conditions that relate to the particular Service Plan being purchased by Customer will apply to the Customer. The Customer will be invoiced the price of the Service Plan upon ZOLL's receipt of a quote with an authorized signature from the Customer, the Order, or a credit card number.

**Extended Warranty Terms and Conditions.** The following provisions apply to purchases of Service Plans that include an Extended Warranty ("EW") plan.

1. The EW expands the term of ZOLL's standard warranty ("Factory Warranty") with the services and/or number of years selected by the Customer. EW coverage commences upon the expiration of the Factory Warranty, and is subject to the terms and conditions contained in the original Factory Warranty documentation. The EW does not apply to accessories.
2. The EW is not transferrable and cannot be cancelled. However, if the Customer replaces equipment covered by an EW with new ZOLL equipment ("New Equipment") then, upon Customer's request, the remaining time under the EW will be transferred to the New Equipment at the end of the New Equipment's Factory Warranty. All requests to transfer the remaining balance of an EW must be submitted in writing to the ZOLL Service Contracts department (ServiceContractsAdmin@zoll.com) within 60 days of the date of shipment of the New Equipment. Failure to submit the EW transfer request will result in the forfeiture of the remaining EW.
3. If the Customer has a claim under an EW, Customer must call the ZOLL Help Desk to arrange for a Return Authorization in advance of sending the unit for evaluation by the ZOLL Service Depot.
4. All repairs are performed at a ZOLL Service Depot. If a unit needs to be repaired, upon the Customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy.
5. If no claims are made under the EW during the EW period, the purchase price of the EW is not refundable.

**Accidental Damage Coverage.** The Service Plan purchased by Customer includes one device outer housing replacement per year per device. Catastrophic damage beyond repair will not be covered. Cosmetic damage that does not affect the functionality of the device will not qualify for outer housing replacement.

**BATTERY REPLACEMENT PROGRAM**

1. Batteries must be maintained in accordance with ZOLL's battery maintenance program and instructions.
2. In the event that the Customer's battery and/or battery charger displays a fault during the term of the purchased Service Plan, ZOLL will, upon visual verification of the failure, replace the applicable battery with a new battery.
3. Battery Failures must be evaluated and confirmed by ZOLL Technical Support or by a ZOLL on-site field service technician prior to replacement.
4. Only batteries identified as part of the Service Plan will be replaced.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/26/2024

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C. No. Ext): (866) 283-7122 <b>FAX</b> (A/C. No.): (800) 363-0105 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> ZOLL Medical Corporation and Subsidiaries 269 Mill Road Chelmsford MA 01824-4105 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Tokio Marine America Insurance Company</td><td>10945</td></tr><tr><td>INSURER B: Trans Pacific Ins Co</td><td>41238</td></tr><tr><td>INSURER C: Sompo America Fire &amp; Marine Insurance Co</td><td>38997</td></tr><tr><td>INSURER D: Mitsui Sumitomo Insurance USA Inc.</td><td>22551</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Tokio Marine America Insurance Company	10945	INSURER B: Trans Pacific Ins Co	41238	INSURER C: Sompo America Fire & Marine Insurance Co	38997	INSURER D: Mitsui Sumitomo Insurance USA Inc.	22551	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

Holder Identifier :

**COVERAGES****CERTIFICATE NUMBER:** 570106801597**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												
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CLL640976007	07/01/2024	07/01/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>Excluded</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	Excluded
EACH OCCURRENCE	\$1,000,000																		
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PRODUCTS - COMP/OP AGG	Excluded																		
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA6409761-07	07/01/2024	07/01/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
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BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			EXS5200217	07/01/2024	07/01/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$10,000,000</td></tr></table>	EACH OCCURRENCE	\$10,000,000	AGGREGATE	\$10,000,000								
EACH OCCURRENCE	\$10,000,000																		
AGGREGATE	\$10,000,000																		
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	JCD40122W0 AOS JCR40013N0 WI	07/01/2024 07/01/2024	07/01/2025 07/01/2025	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td></td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE-EA EMPLOYEE		\$1,000,000	E.L. DISEASE-POLICY LIMIT		\$1,000,000
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Redondo Beach Fire Department Attn: Claudia Huizar 401 S. Broadway Redondo Beach CA 90277 USA	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  <i>Aon Risk Services Northeast, Inc.</i>
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Certificate No : 570106801597



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/03/2024

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

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<b>PRODUCER</b> MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> <b>FAX (A/C. No):</b> <b>E-MAIL ADDRESS:</b>
CN101609659--PROUM-24-25      PU	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Federal Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> ZOLL MEDICAL CORPORATION AND SUBSIDIARIES 269 MILL ROAD CHELMSFORD, MA 01824-4105	<b>NAIC #</b> 20281

**COVERAGES**      **CERTIFICATE NUMBER:** NYC-011575486-06      **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Products Liability Retro Date 10/1/2004			36066155 Deductible - \$200,000	07/15/2024	07/15/2025	Prod/Comp Ops/Occ 10,000,000 Prod/Comp Ops Agg 10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Products Liability - claims made coverage.

<b>CERTIFICATE HOLDER</b> Redondo Beach Fire Department Attn: Claudia Huizar 401 S. Broadway Redondo Beach, CA 90277	<b>CANCELLATION</b> 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  <i>Marsh USA LLC</i>
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**AFFILIATION  
AGREEMENT BETWEEN  
MT. SAN ANTONIO COLLEGE  
AND  
CITY OF REDONDO  
BEACH**

THIS AFFILIATION AGREEMENT is made and entered into by and between MT. SAN ANTONIO COLLEGE (hereinafter referred to as "*Program*"), 1100 N. Grand Avenue, Walnut, CA 91789, and the City of Redondo Beach on behalf of its Fire Department (hereinafter referred to as "*Affiliate*"), 415 Diamond St, Redondo Beach, CA 90277, with reference to the following facts:

**RECITALS:**

WHEREAS, Program conducts training and instruction programs for students leading to certification and licensure as EMT-Paramedics in the State of California (hereinafter collectively referred to as "*Trainees*"); and

WHEREAS, said training requires a 480-hour internship for Trainees to obtain broader clinical learning experiences in a location providing primary 911 service; and

WHEREAS, Affiliate maintains facilities which can be used to furnish clinical experience to Trainees and is an approved emergency medical services provider, and Affiliate desires to have their facilities so used; and

WHEREAS, it is in the mutual interest and benefit of the parties that Trainees obtain their clinical experience at Affiliate's facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF PROGRAM. Program agrees that it shall:

- A. Establish the educational goals and objectives of the paramedic education program in a manner consistent with the standards and requirements set forth by Affiliate. Such goals and objectives shall reflect Program's commitment to providing education and training programs to Trainees.
- B. Designate a member of Program's staff to provide coordination, oversight and direction of Trainee's educational activities and assignments during the field internship with Affiliate. Such person shall be the Clinical Coordinator and shall also act as liaison with Affiliate.
- C. Provide each Trainee with a pre-assigned health assessment, which shall include a history of immunizations, proof of Hepatitis B vaccination or immunization, proof of MMR vaccination, proof of negative TB test, and proof of varicella titer.
- D. Educate trainees regarding compliance with all required OSHA regulations including, but not limited to, Blood-borne Pathogen Standards.
- E. Furnish each Trainee with a clinical experience manual or materials that describe the goals, policies, and procedures of the Program. Affiliate shall have the opportunity to review and comment on these materials.
- F. Develop and implement a mechanism for determining evaluation of the performance of Trainees to include, where appropriate, input from Affiliate.
- G. Maintain records and reports concerning the education of Trainees, which shall include the Trainee's licensure/certification, pre-assignment health assessment record, and history of immunizations.
- H. Maintain medical malpractice insurance for Trainees during the field internship with Affiliate.
- I. Program recognizes that Trainees are not covered by Affiliate's Workers' Compensation Insurance or Self-Insured Program. Program represents and warrants that it will maintain or ensure that its Trainees are covered under Program's Workers' Compensation Insurance should any Trainee be injured

or become ill during their clinical internship. Program will provide Affiliate with a written verification of insurance coverage in the form of a certificate of insurance prior to the commencement of the program.

J. Require assigned Trainees to:

1. Comply with Affiliate's applicable policies, procedures and guidelines, and applicable state and federal laws and regulations, including those concerning the confidentiality of patient care and patient care records; and
2. Have all required personal protective equipment including, but not limited to, safety goggles and an appropriate uniform.

K. Provide Trainees with initial training, prior to any rotation with Affiliate, on safety, infection control, patient confidentiality, and HIPAA compliance, using materials and standards in accordance with applicable federal and state laws and regulations.

L. Ensure Trainees shall not independently diagnose, treat, or provide emergency care, except as expressly permitted by applicable law and only under the immediate supervision and direction of an authorized and qualified Affiliate preceptor.

II. RESPONSIBILITIES OF AFFILIATE. Affiliate agrees that it shall:

- A. Maintain adequate staff and equipment to meet the educational goals and objectives of the Program in a manner consistent with the standards and requirements established by Program and Affiliate.
- B. Assign each Trainee a preceptor with appropriate training and experience to supervise the Trainee during each clinical assignment. The preceptor shall monitor the Trainee's progress and evaluate the Trainee at the end of each shift on forms provided by the Program.
- C. Designate, after consultation with Program, a person to coordinate Trainees' schedules and activities while working with Affiliate. Such person shall be the Program Coordinator and shall act as liaison with Program. The name of Affiliate's Program Coordinator shall be provided to Program's Clinical Coordinator.

- D. Implement schedules for Trainees in conjunction with the Clinical Coordinator and in accordance with Program's educational goals and objectives. Affiliate shall determine the number of Trainees permitted to rotate through the field internship. Affiliate must ensure that Trainees are provided appropriate supervision. Trainees are not to be used to replace staff of Affiliate and Affiliate is ultimately responsible for patient care.
- E. Protect the health and safety of Trainees on rotation with Affiliate by providing each Trainee with the following:
  - 1. A brief orientation of the clinical area where Trainee will be working, and information about Affiliate's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;
  - 2. Instruction in Affiliate's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in Affiliate's protocols for on-the-job injuries, including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants;
  - 3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Trainee in the event of a needlestick injury to or other exposure of Trainee to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immunodeficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. Information regarding the CDC may be obtained by calling (800-342-2437). The initial care and administration of testing and prophylactic therapy shall be paid for by Program.
  - 4. Access to any of Affiliate's applicable reference materials.
- F. Maintain its approval as an emergency medical service provider and comply with all applicable laws, regulations, and Program requirements. Affiliate shall notify Program within five days of receipt of notice that

Affiliate is not in compliance with any such laws, regulations, or Program requirements.

- G. Permit inspection of its clinical and related facilities by the Clinical Coordinator or other Program faculty and staff to evaluate Trainee performance.
- H. With respect to any professional services performed by Trainees under this Agreement, Affiliate agrees to inform Program and its Clinical Coordinator as follows:
  - 1. Immediately upon initiation of an investigation into the conduct of a Trainee;
  - 2. Within five days after receipt of service of a complaint, summons or notice of a claim naming a Trainee; or
  - 3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a Trainee has been named or in which a settlement is being proposed on their behalf.

### III. DISCRIMINATION – PROHIBITION.

Program and Affiliate shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Neither Program nor Affiliate shall discriminate against any Trainee on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Both Program and Affiliate shall ensure that the evaluation and treatment of Trainees are free from such discrimination and harassment. Program shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

For avoidance of doubt, nothing in this section shall be construed to create an employment relationship between Trainee and Affiliate, nor to confer employment related rights or remedies under California law.

IV. TERM.

This Agreement shall commence on July 15, 2025 and terminate on December 31, 2029.

V. TERMINATION.

Notwithstanding any other provisions to the contrary, this Agreement may be terminated with or without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the rotations of all currently enrolled trainees.

VI. INSURANCE.

A. As a condition precedent to the effectiveness of this Agreement, Program shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. General Liability self-insurance with limits of two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than fifty thousand dollars (\$50,000).
2. Student Professional Liability self-insurance with an effective date which coincides with the effective date of this Agreement.
3. Workers' Compensation Self-Insurance Program covering Program's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.
5. The insurance or self-insurance coverage maintained by the Program shall name Affiliate, its officers, elected and appointed officials, employees, and volunteers as an additional insured.

6. Program shall furnish Affiliate with *Certificate of Coverage* evidencing compliance with all requirements. Certificate shall provide for advance written notice to Affiliate of any modification, change or cancellation of any of the above insurance coverages.

VII. INDEMNIFICATION.

- A. To the fullest extent permitted by applicable law, Affiliate shall defend, indemnify and hold Program, its officers, employees, Board, volunteers, agents, and Trainees harmless from and against any and all liabilities, losses, expenses (including reasonable attorneys' fees), damages, actions, or claims for injury arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, damage, action, or claim for injury are caused by or result from the negligent or intentional acts or omissions of Affiliate, its officers, employees, or agents.
- B. To the fullest extent permitted by applicable law, Program shall defend, indemnify and hold Affiliate, its officials, officers, employees, contractors, volunteers, and agents harmless from and against any and all liabilities, losses, expenses (including reasonable attorneys' fees), damages, actions, or claims for injury arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, damage, action, or claim for injury are caused by or result from the negligent or intentional acts or omissions of Program, its officers, employees, Board, volunteers, agents, or Trainees, regardless of whether such acts occur on or off the Affiliate's premises. Upon written notice and tender of defense, Program's duty to defend shall be immediate and not contingent on a determination of fault, subject to the right to seek equitable apportionment after final adjudication.
- C. Notwithstanding Program's obligation to defend under this section, Affiliate shall retain sole authority to manage the defense of any claims involving its officials, officers, employees, contractors, agents, or volunteers, and shall have exclusive authority to approve any settlement involving Affiliate or any of its personnel. No settlement may be made on behalf of Affiliate

without its prior written consent.

- D. Nothing in this section shall be construed to require either party to indemnify or defend the other for the sole negligence or willful misconduct of the indemnitee.

#### VIII. COOPERATION IN DISPOSITION OF CLAIMS.

Affiliate and Program agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement and making witnesses available. Program shall be responsible for discipline of Trainees in accordance with Program's applicable policies and procedures.

To the extent allowed by law, Affiliate and Program shall have reasonable and timely access to the medical records, charts, and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either Affiliate or Program to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

#### IX. PATIENT RECORDS.

Any and all of Affiliate's medical records and charts created at Affiliate's facilities as a result of performance under this Agreement shall be and shall remain the property of Affiliate. Both during and after the term of this Agreement, Program shall be permitted to inspect and/or duplicate, at Program's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any



disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state, and local laws.

Program shall ensure that any records accessed or duplicated pursuant to this section are solely for the limited and specified purposes authorized herein and in full compliance with HIPAA, the California Confidentiality of Medical Information Act ("CIMA"), and all other applicable laws. Any access for educational or research purposes shall be limited to de-identified records. Program shall maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality, integrity, and security of all such records. Program shall document and log all records accessed or duplicated and shall provide such logs to Affiliate upon written request.

Program shall return or securely destroy all identifiable patient records upon conclusion of the Agreement or upon demand, unless otherwise required by law.

X. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XI. ATTORNEYS' FEES.

In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

XII. ASSIGNMENT.

Neither Affiliate nor Program shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

XIII. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effective unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XIV. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XV. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XVI. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties.

XVII. USE OF NAME.

Neither party shall use the name of the other, including the name of Mt. San Antonio College, without the prior written consent of an authorized representative of the party.

XVIII. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XIX. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California. Venue for any legal action or proceeding arising from or related to this Agreement shall exclusively be in the Superior Court for the County of Los Angeles.

XX. NOTICES.

All notices required under this Agreement shall be given by certified mail, return receipt requested, and addressed as follows:

TO PROGRAM:     Mt. San Antonio College  
                         1100 N. Grand Avenue  
                         Walnut, CA 91789  
                         Attn: Lance Heard  
                         Dean, Technology & Health Division

TO AFFILIATE:     City of Redondo Beach  
                         Fire Department  
                         401 S. Broadway  
                         Redondo Beach, CA 90277  
                         Attn: Issac Yang  
                         Division Chief, Emergency Medical Services Division

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

XXI. SURVIVAL.

The rights and obligations of the parties under Sections VI (Insurance), VII (Indemnification), VIII (Cooperation in Disposition of Claims), IX (Patient Records), XI (Attorneys' Fees), and this Section XXI shall survive the expiration or earlier termination of this Agreement.

SIGNATURES ON THE NEXT PAGE

The parties have executed this Agreement as set forth below.

**MT. SAN ANTONIO COLLEGE**

By:  \_\_\_\_\_  
Signed by: Kelly Fowler  
D8ED5423C7D4423...

Name: Kelly Fowler  
Title: Vice President of Instruction

Date: 7/1/2025 | 10:34 AM PDT

By:  \_\_\_\_\_  
DocuSigned by: Lance Heard  
AA1873E367D5493

Name: Lance Heard  
Title: Dean, Technology & Health Division

Date: 7/1/2025 | 10:55 AM PDT

**CITY OF REDONDO BEACH**

By: \_\_\_\_\_

Name: James A. Light  
Title: Mayor

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

**ATTEST**

By: \_\_\_\_\_

Name: Eleanor Manzano  
Title: City Clerk

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

**APPROVED**

By: \_\_\_\_\_

Name: Diane Strickfaden  
Title: Risk Manager

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_

Name: Joy A. Ford  
Title: City Attorney


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

<b>ADMINISTRATOR:</b> Keenan & Associates 901 Calle Amanecer, #200 San Clemente, CA 92673  Sophia Canez Llamas License No. 4373942 310-212-0363 slamas@keenanan.com	<b>LICENSE #</b> 0451271	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.</b>
<b>COVERED PARTY:</b> Mt. San Antonio CCD 1100 North Grand Avenue Walnut CA 91789		<b>ENTITIES AFFORDING COVERAGE:</b>  ENTITY A: Statewide Association of Community Colleges ENTITY B: Protected Insurance Program for Schools  ENTITY C:  ENTITY D:  ENTITY E:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE 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 COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input checked="" type="checkbox"/> SEXUAL ABUSE AND MOLESTATION <input type="checkbox"/>	SWC 01514-04	7/1/2025 7/1/2026	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	SWC 01514-04	7/1/2025 7/1/2026	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 5,000,000
A	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	SWC 01514-04	7/1/2025 7/1/2026	\$ 5,000	\$ 500,250,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	SWC 01514-04	7/1/2025 7/1/2026	\$ 5,000	\$ Included EACH OCCURRENCE
B	<b>WORKERS COMPENSATION</b> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	PIPS 0014722	7/1/2025 7/1/2026	\$	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER  \$ 1,000,000 E.L. EACH ACCIDENT
	<b>EXCESS WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	<b>OTHER</b>			\$ \$	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:**  
For the Affiliation Agreement between Mt. San Antonio Community College District and City of Redondo Beach, Fire Department for trainings and instruction programs for students leading to certification as EMT-Paramedics.  
Agreement Term: July 1, 2025 - June 30, 2029.  
  
Four Million Dollar (\$4,000,000) aggregate provided for General Liability and Professional Liability as required by the agreement.

<b>CERTIFICATE HOLDER:</b>  City of Redondo Beach Fire Department 415 Diamond St, Redondo Beach CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	<div>  </div> <div> John Stephens </div> <div> AUTHORIZED REPRESENTATIVE </div>

## **DISCLAIMER**

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

Preview

**ENDORSEMENT**

**ADDITIONAL COVERED PARTY**

COVERED PARTY Mt. San Antonio CCD	COVERAGE DOCUMENT SWC 01514-04	ADMINISTRATOR Keenan & Associates
--------------------------------------	-----------------------------------	--------------------------------------

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under “as respects” below.

**Additional Covered Party:**

City of Redondo Beach  
Fire Department  
415 Diamond St.  
Redondo Beach CA 90277

Preview

**As Respects:**

For the Affiliation Agreement between Mt. San Antonio Community College District and City of Redondo Beach, Fire Department for trainings and instruction programs for students leading to certification as EMT-Paramedics. Agreement Term: July 1, 2025 - June 30, 2029. Four Million Dollar (\$4,000,000) aggregate provided for General Liability and Professional Liability as required by the agreement.

Affiliate, its officers, elected and appointed officials, employees, and volunteers as an additional covered parties.



Authorized Representative



COLLEGE/PREHOSPITAL PROVIDER AGREEMENT  
TO PROVIDE SUPERVISED FIELD SERVICE EXPERIENCE  
FOR EMS PROGRAM STUDENTS

This COLLEGE/PRE-HOSPITAL PROVIDER AGREEMENT (hereinafter referred to as “Agreement”) is entered into by and between OCEMT Corp, a California stock corporation, (hereinafter referred to as “COLLEGE”) and the City of Redondo Beach on behalf of its Fire Department, (hereinafter referred to as “PROVIDER” or “City”). COLLEGE and PROVIDER shall be individually referred to as a “Party” and collectively be referred to herein as the “Parties.”

RECITALS

- A. COLLEGE shall include its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives.
- B. COLLEGE maintains an emergency medical services program for students studying in the fields of Emergency Medical Technician Basic (“EMT-B”), Emergency Medical Technician Intermediate (“EMT-I”), and Emergency Medical Technician Paramedic (“EMT-P”) training (hereinafter collectively referred to as the “EMS Program”); and
- C. The EMS Program has certain requirements for students to gain supervised field experience while enrolled in the EMS Program; and
- D. PROVIDER supplies emergency medical services to the community, which lends itself to the provision of said supervised field experience for the students of the EMS Program; and
- E. PROVIDER has agreed to provide supervised field experience for the students of the EMS Program, subject to the terms and conditions below; and
- F. PROVIDER shall retain complete responsibility for fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called “FIRE SERVICES”). Students in the program are restricted from performing any FIRE SERVICES that are not EMS related; and
- G. The students’ training experience will provide observation of the day to day responsibilities of the PROVIDER as well as provide the required hours and field experience in emergency medical patient care in correlation with the Orange County EMT Internship Field Guide in accordance with the pertinent sections of Division 9 of Title 22 of the California Code of Regulations and Division 2.5 of the California Health and Safety Code. The PROVIDER shall retain ultimate responsibility at all times for the care of all patients receiving EMS treatment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

#### AGREEMENT

1. The COLLEGE shall:

- a. Assume full responsibility for the preparation of instructors for positions in the EMS Program.
- b. Be responsible for the development, organization, and implementation of the EMS Program curriculum under the direction of a qualified EMS Program Director.
- c. Administer exams and supervise the students admitted to the EMS Program at the time of acceptance and throughout the period of time prescribed for the student's completion of the EMS Program.
- d. Provide certificated instructors to teach all prescribed courses in the EMS Program, including any instruction or training which may be carried on at the PROVIDER. The instructors and the Director of EMS Program shall be named, appointed, and assigned by the COLLEGE in accordance with its established procedures for employment of instructional personnel.
- e. Provide each new instructor the opportunity to participate in an orientation with the PROVIDER. This orientation shall be arranged through mutual agreement of the COLLEGE and the PROVIDER.
- f. Provide all instructional supplies and equipment as needed for the EMS Program, except those which the PROVIDER hereinafter specifically agrees to provide.
- g. Provide administrative functions, including admission, counseling, scheduling, attendance, accounting, and achievement records in connection with the EMS Program, similar to those maintained for all other students at California EMS Academy.
- h. Furnish copies of class schedules and student rotation assignments to the PROVIDER, prepared by the EMS Program Director after consultation with the PROVIDER.
- i. Provide documentation that recognizes that the EMT – Paramedic program meets national standards and is an accredited program through CAAHEP and CoAEMSP.

- j. Provide PROVIDER a copy of the Emergency Notification Form for each student prior to participation in the EMS Program Field Training.
- k. Provide the students with the proper Personal Protective Equipment (PPE) for their internship.
- l. Provide students with initial training, prior to any rotation with PROVIDER, on safety, infection control, patient confidentiality, and HIPAA compliance, using materials and standards in accordance with applicable federal and state laws and regulations.
- m. Ensure students shall not independently diagnose, treat, or provide emergency care, except as expressly permitted by applicable law and only under the immediate supervision and direction of an authorized and qualified PROVIDER preceptor.
- n. Ensure each student in the EMS Program, prior to beginning field training with PROVIDER, shall have on file, documentation of health status with the COLLEGE'S EMS Program Director including: documentation of negative TB test within the previous year, and current Hepatitis vaccination. Provide this documentation to PROVIDER upon request.
- o. Per Division 9 of Title 22 of the California Code of Regulations; COLLEGE shall ensure that no more than one (1) EMT student, of any level, shall be assigned to a response vehicle at any one time during the student's field training.

2. The PROVIDER shall provide the following:

- a. Cooperation and counsel of the PROVIDER to help ensure success of the EMS Program.
- b. As broad an experience as possible with opportunities for observation, participation, or independent activity involving day to day responsibilities of emergency medical patient care through the program offered by PROVIDER.
- c. Retain complete control and responsibility of victim/patient care as well as supervision and oversight of students' participation at all times.
- d. In its sole discretion, allow students to ride in response vehicles during their participation in this program when driven by a PROVIDER employee. However, students are not authorized to drive any PROVIDER vehicle.
- e. PROVIDER shall not be responsible for providing housing,

transportation, or attending to the personal needs of the students during their field training.

3. Should emergency treatment be necessary for students in the event of accident or sudden illness, the cost of such treatment shall be covered by an insurance policy approved by the PROVIDER and provided by COLLEGE as set forth below. It will be the duty and obligation of the COLLEGE to insure that a claim is properly filed with the COLLEGE'S Risk Management Department. The parties agree that the standards of the EMS Program shall be maintained at a level equal to or exceeding those required by the state of California as outlined in Title 22, Division 9 of the California Health and Safety Code. The student must make notification to their preceptor (while on duty or off duty) if the student begins to show signs and symptoms of Covid-19. All Students will be required to execute PROVIDER's waiver and release form prior to participating in any activities with PROVIDER.
4. The Parties agree that the students and staff of the COLLEGE participating in the EMS Program are not employees or agents of the PROVIDER, nor shall they become employees or agents of the PROVIDER by virtue of their participation in the EMS Program, but shall be subject to and shall abide by all PROVIDER rules, regulations, and policies, including, but not limited to: those governing professional conduct, confidentiality, discrimination, affirmative action, substance abuse, and Blood Borne Pathogen Control Plan. In the event a student fails or refuses to do so, the PROVIDER reserves the right, in its sole discretion, to deny the use of its facilities and services by such student.
5. The number of students participating in the EMS Program who are assigned to PROVIDER shall be determined by mutual agreement of the Parties.
6. Confidentiality

A strict code of confidentiality of victim/patient information shall be maintained by all participants in the EMS Program.

- a. Students will sign a Statement of Confidentiality as part of their orientation. This signature binds the student to maintain patient confidentiality throughout the field experience. No copies of patient records shall be made, and no records or copies thereof shall be removed from the PROVIDER at any time for any reason.
- b. The discussion, transmission, or narration in any form by students of any individually identifiable client/patient information, medical or otherwise, obtained in the course of the EMS Program is strictly forbidden. COLLEGE shall ensure students use de-identified information in any discussions about the clinical experience with the COLLEGE, its employees, or agents as a necessary part of the practical experience.

- c. In the event of a Student's failure to comply with the confidentiality requirements stated herein, or his/her refusal to enter into a confidentiality agreement as required by this section to receive field experience and supervision from PROVIDER, COLLEGE shall deny this student approval to participate in the EMS Program.

## 7. Initial Term and Renewal

- a. The term of this Agreement shall be from July 15, 2025 to December 31, 2029.
- b. One hundred eighty (180) days prior to the date of expiration of this Agreement COLLEGE shall give PROVIDER written notice of whether COLLEGE intends to extend this Agreement or enter into a new agreement with PROVIDER for EMS Program Services.

## 8. Termination

Notwithstanding any other provisions to the contrary, this Agreement may be terminated with or without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the rotations of all currently enrolled trainees.

## 9. Nondiscrimination

COLLEGE, including its students accessing PROVIDER resources hereunder shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act.

COLLEGE shall not discriminate against any student on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. COLLEGE shall ensure that the evaluation and treatment of students are free from such discrimination and harassment. COLLEGE shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

For avoidance of doubt, nothing in this section shall be construed to create an employment relationship between student and PROVIDER, nor to confer employment related rights or remedies under California law.

For the purposes of this Agreement, discrimination include, but are not limited to, the following:

- a. Denying an eligible person or providing to an eligible person any service or benefit which is different, or is provided in different manner or at a different time from that provided to other eligible persons under this Agreement.
- b. Subjecting an eligible person to segregation or separate treatment in any manner related to his/her receipt of any service or benefit, except when necessary for infection control.
- c. Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- d. Treatment of an eligible person differently from others in determining whether he/she has satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided the same or similar service or benefit.
- e. Assigning different times or places for the provision of services on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation of the eligible person to be served.

#### 10. Patient Records

Any and all of PROVIDER's medical records and charts created at PROVIDER's facilities as a result of performance under this Agreement shall be and shall remain the property of PROVIDER. Both during and after the term of this Agreement, COLLEGE shall be permitted to inspect and/or duplicate, at COLLEGE's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state, and local laws.

COLLEGE shall ensure that any records accessed or duplicated pursuant to this section are solely for the limited and specified purposes authorized herein and in full compliance with HIPAA, the California Confidentiality of

Medical Information Act (“CIMA”), and all other applicable laws. Any access for educational or research purposes shall be limited to de-identified records. COLLEGE shall maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality, integrity, and security of all such records. COLLEGE shall document and log all records accessed or duplicated and shall provide such logs to PROVIDER upon written request.

COLLEGE shall return or securely destroy all identifiable patient records upon conclusion of the Agreement or upon demand, unless otherwise required by law.

#### 11. Cooperation in Disposition of Claims

PROVIDER and COLLEGE agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the COLLEGE. The parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement and making witnesses available. COLLEGE shall be responsible for discipline of Trainees in accordance with COLLEGE’s applicable policies and procedures.

COLLEGE shall notify PROVIDER within five (5) business days of receiving service of process, a complaint, or notice of claim relating to a student participating in the EMS Program, or any investigation into a student’s conduct occurring on PROVIDER’s premises.

To the extent allowed by law, PROVIDER and COLLEGE shall have reasonable and timely access to the medical records, charts, and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either PROVIDER or COLLEGE to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

## 12. Insurance

COLLEGE shall purchase and maintain during the duration of this Agreement and after the expiration of this Agreement as provided below, the following insurance coverage:

- a. Worker's compensation and employer's liability coverage for COLLEGE'S legal and statutory obligations for damages due to bodily injuries either by accident or disease, occurring to COLLEGE'S employees, agents, or servants as a result of employment. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease. Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.
- b. General liability covering COLLEGE, its agents, students, employees, and servants for bodily injury personal injury, or property damage claims arising out of the premises, products or activities of the COLLEGE. Minimum limits of liability for the above coverage shall be \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury and property damage.
- c. Professional liability covering COLLEGE, its agents, employees, and servants for bodily injury and personal injury claims of victim/patients arising out of the rendering or failure to render care by Staff, COLLEGE or its agents, students, employees or servants. Minimum limits of liability shall be \$2,000,000 per incident and \$4,000,000 annual aggregate. In the event such coverage is through a "claims made policy and is either cancelled, replaced or non-renewed, COLLEGE shall obtain and maintain extended coverage ("tail") insurance covering occurrences during the effective period of this Agreement.
- d. All students performing field work, internships and similar activities who are registered in for-credit courses for which the internships are required are covered with the COLLEGE'S general and/or professional liability insurance with blanket policies.
- e. The policies required hereunder shall provide for written notice to Provider at least thirty (30) days prior to the cancellation or modification of any above-mentioned insurance.



- f. COLLEGE shall provide PROVIDER with certificates of insurance as evidence that all coverage required under this Agreement listed above have been obtained and are in full force and effect. PROVIDER (including its officers, elected and appointed officials, employees, and volunteers) shall be named on all policies required under this Agreement as an additional insured per the requirements of this Agreement. Certificates of Insurance must be supplied within five (5) days of effective date of this Agreement, and thereafter prior to the expiration date noted upon each certificate. Such policies and the insurers thereunder shall be subject to reasonable and good faith approval by PROVIDER.

### 13. Indemnification and Hold Harmless

To the fullest extent permitted by applicable law, COLLEGE shall defend, indemnify, protect, hold harmless PROVIDER, its officials, officers, employees, contractors, agents, and volunteers (collectively, "PROVIDER indemnitees") from and against any and all liabilities, claims, damages, losses, and expenses arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claim is caused by or results from the negligence or intentional acts or omissions of the COLLEGE, regardless of whether such acts occur on or off the PROVIDER's premises. Upon written notice and tender of defense, College's duty to defend shall be immediate and not contingent on a determination of fault, subject to the right to seek equitable apportionment after final adjudication. Notwithstanding COLLEGE's obligation to defend under this section, PROVIDER shall retain sole authority to manage the defense of any claims involving its officials, officers, employees, contractors, agents, or volunteers, and shall have exclusive authority to approve any settlement involving PROVIDER or any of its personnel. No settlement may be made on behalf of PROVIDER without its prior written consent.

To the fullest extent permitted by applicable law, PROVIDER shall and does agree to indemnify, protect, defend and hold harmless COLLEGE from and against any and all liabilities, claims, damages, losses, and expenses arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claim is caused by or results from the negligence or intentional acts or omissions of the PROVIDER.

Nothing in this Section shall be construed to require either party to indemnify or defend the other for the sole negligence or willful misconduct of the indemnitee.

#### 14. Disputes

COLLEGE shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of COLLEGE, be available for contract resolution or policy intervention with PROVIDER, when, upon determination by the EMS Manager, Captain, or Chief, that a situation exists under this Agreement in which a decision to serve the interest of COLLEGE has the potential to conflict with PROVIDER'S interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the COLLEGE and PROVIDER shall be brought to the attention of the Director or Chief Administrator (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. COLLEGE and PROVIDER agree to continue with the responsibilities under this Agreement during any dispute. If the parties are unable to resolve the dispute through informal means, either party may pursue resolution through litigation or any other method available at law or equity.

#### 15. Delivery of Notices

All notices required under this Agreement shall be given by certified mail, return receipt requested, and addressed as follows:

PROVIDER  
City of Redondo Beach  
Fire Department  
401 S Broadway  
Redondo Beach, CA 90277  
Attn: Issac Yang  
Division Chief, EMS Division

COLLEGE  
Orange County EMT  
26489 Rancho Parkway  
Lake Forest, CA 92630

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by certified mail.

Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

#### 16. Modifications and Amendments

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties.

#### 17. Use of Name

Neither party shall use the name of the other, without the prior written consent of an authorized representative of the party.

#### 18. Force Majeure

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

#### 19. Attorneys' Fees

In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

#### 20. Assignment

Neither party shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

#### 21. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effective unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

## 22. Waiver

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

## 23. Exhibits

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

## 24. Governing Law

This Agreement shall be governed in all respects by the laws of the State of California. Venue for any legal action or proceeding arising from or related to this Agreement shall exclusively be in the Superior Court for the County of Los Angeles.

## 25. Survival

The rights and obligations of the parties under Sections 6 (Confidentiality), 10 (Patient Records), 11 (Claims Cooperation), 12 (Insurance), 13 (Indemnification and Hold Harmless), and 19 (Attorneys' Fees) shall survive expiration or earlier termination of this Agreement.

## 26. Entire Contract

This Agreement contains the whole contract between the parties for the provision of Preceptor Services. It may be amended or modified upon the mutual written consent of the parties hereto. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar service.

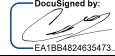
This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken shall constitute one and the same instrument.

SIGNATURES FOLLOW ON THE NEXT PAGE

In WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first here in above written.

DATED: 7/1/2025 | 4:02 PM PDT  
\_\_\_\_\_

ORANGE COUNTY EMT

By:  \_\_\_\_\_  
EA19B4824635473

Name: Corey Gremel  
\_\_\_\_\_

Title: Program Director  
\_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF REDONDO BEACH

By: \_\_\_\_\_

Name: James A. Light

Title: Mayor

DATED: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_

Name: Joy A. Ford

Title: City Attorney

DATED: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_

Name: Eleanor Manzano

Title: City Clerk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/25/2025

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

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

<b>PRODUCER</b> Sav-Lux Insurance Services 29222 Rancho Viejo Rd Suite 124 San Juan Capistrano CA 92675-1041	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 888-728-5891 <b>E-MAIL ADDRESS:</b> info@savlux.com <b>FAX (A/C, No):</b> 949-420-2156																					
<b>INSURED</b> Orange County EMT 26429 Rancho Parkway Unit 150 Lake Forest CA 92630	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hartford Underwriters Insurance Company</td><td>30104</td></tr><tr><td>INSURER B:</td><td>Hartford Casualty Insurance Company</td><td>29424</td></tr><tr><td>INSURER C:</td><td>American Casualty Company of Reading, Pennsylvania</td><td>20427</td></tr><tr><td>INSURER D:</td><td>Travelers Casualty and Surety Company of America</td><td>31194</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Underwriters Insurance Company	30104	INSURER B:	Hartford Casualty Insurance Company	29424	INSURER C:	American Casualty Company of Reading, Pennsylvania	20427	INSURER D:	Travelers Casualty and Surety Company of America	31194	INSURER E:			INSURER F:		
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INSURER D:	Travelers Casualty and Surety Company of America	31194																				
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	72SBABS8W4N	05/28/2025	05/28/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> Employee Dis <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	Y	72WECBS8W0C	06/01/2025	06/01/2026 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			0127309331	06/01/2025	06/01/2026	Limit: \$2,000,000 Claim/\$5,000,000 Agg

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach Fire Department 401 S Broadway  Redondo Beach CA 90277-3718	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 <i>Lindsay Luxenberg</i>
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# Administrative Report

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H.6., File # 25-0697

Meeting Date: 7/15/2025

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

## **TITLE**

ACCEPT AS COMPLETE THE BICYCLE TRANSPORTATION PLAN IMPLEMENTATION PHASE 1 PROJECT, JOB NO. 40510, FEDERAL AID PROJECT NO. CML-5093(022), AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY RECORDER AND RELEASE THE FINAL RETENTION PAYMENT OF \$116,322.36 TO TORO ENTERPRISES, INC., UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED UPON THE PROJECT

## **EXECUTIVE SUMMARY**

On March 19, 2024, the City Council awarded Toro Enterprises, Inc. (Toro) a public works contract for \$2,352,631 for the construction of the Bicycle Transportation Plan Implementation Phase 1 Project (Project). Toro's work on the Project is now complete. During construction, staff issued three (3) change orders totaling a decrease of \$26,183 (-1.1%), bringing the final contract amount to \$2,326,447.28. The change orders included the addition of slurry sealing for two street corridors, adjustments to utility lines to avoid conflicts due to current field conditions, and modifications to the project scope to remove markings and signage for certain corridors to comply with recent changes to state law. The total amount of the change order falls within the City Engineer's authorization limit as established in the City's Administrative Policies and Procedures (APP 14.1).

The project is ready for City Council acceptance as complete and authorization to release the final retention amount of \$116,322.36 to the contractor upon expiration of the 35-day lien period and there being no claims filed.

## **BACKGROUND**

The Bicycle Transportation Plan Implementation Phase 1 Project Job No.40510 was funded through the Los Angeles County Metropolitan Transportation Authority (Metro) 2009 Call for Projects, and supplemented with City discretionary funds. The Metro Board awarded a grant from the Federal Congestion Mitigation Air Quality (CMAQ) funding program. The project consisted of the installation of signs, street markings, and video detection cameras to support new bicycle facilities on various streets throughout the City.

On January 19, 2021, the City Council approved the Project Plans and Specifications and authorized the City Clerk to advertise the project for competitive bidding. The Plans and Specifications were then submitted to Caltrans for E-76 approval and Authorization to Proceed, which was required for the use of federal funding. After a two-and-a-half-year review process, Caltrans issued the E-76

approval on August 31, 2023, allowing the project to be publicly advertised.

On December 14, 2023, the City Clerk's Office received and publicly opened three bids for the project. However, the apparent low bid exceeded the appropriated funding. The City Council rejected all bids and directed staff to revise the project to allow some items to be optional.

The project was re-advertised with a bid opening scheduled for February 29, 2024. The City Clerk's Office received and publicly opened three bids. The bid from Toro Enterprises, Inc. was determined to be the lowest responsive bid from a responsible bidder, in the amount of \$2,352,631.

On March 19, 2024, the City awarded the project contract to Toro in the amount of \$2,352,631. Due to federal funding requirements, Caltrans required an additional E-76 approval, which took several months to process. In the interim, construction began on July 8, 2024, for portions of the project that were not federally funded. Following the receipt of the additional E-76 approval, construction for the remaining federal funding scope of work started on October 24, 2024.

During construction, staff issued three change orders, which addressed current field conditions that required paving, excavation, and removal of striping and signing on several corridors. On September 3, 2024, the City Council approved the first change order to slurry seal on segments of Beryl Street and Catalina Avenue, using available funding from the Citywide Slurry Seal Projects budget. On December 3, 2024, the City Council approved a design modification to remove the installation of Class III bike route markings on the affected streets with a posted speed limit of more than 30 miles per hour (mph). This change was made in response to Senate Bill 1216, which prohibited the installation of new bicycle sharrows (shared lane markings) on streets with posted speed limits above 30 mph. As a result, about 3.9 miles of project streets were removed from the project's striping scope (see attached map for final improvement locations).

The total amount of these change orders reduced the overall project cost, bringing the final contract amount to \$2,326,447.28, a 1.1% decrease from the original contract amount of \$2,352,631. On June 3, 2025, staff reviewed the project and determined it to be substantially complete.

### **COORDINATION**

The project scope and design were developed by the Engineering Services Division of the Public Works Department, in coordination with the Public Works and Sustainability Commission, bicycle advocacy organizations, and direction from the City Council.

### **FISCAL IMPACT**

The estimated project cost at the time of the CMAQ grant application was \$1,558.860. However, per CMAQ program requirements, only 88% of the awarded project's estimated cost of \$1,371,797 is eligible for reimbursement. The remaining project costs, including added scope and cost escalations beyond the original estimate, were covered by other restricted funds, as allocated by the City, as shown in the table below.

<b><u>Funding:</u></b>		<b><u>Expenditures:</u></b>	
Metro Call for Project Grants	\$1,371,797	Contract	\$2,352,631
Local Prop C Funds	\$ 100,064	Change Orders	\$ (26,183)
Gas Tax	\$ 350,000		



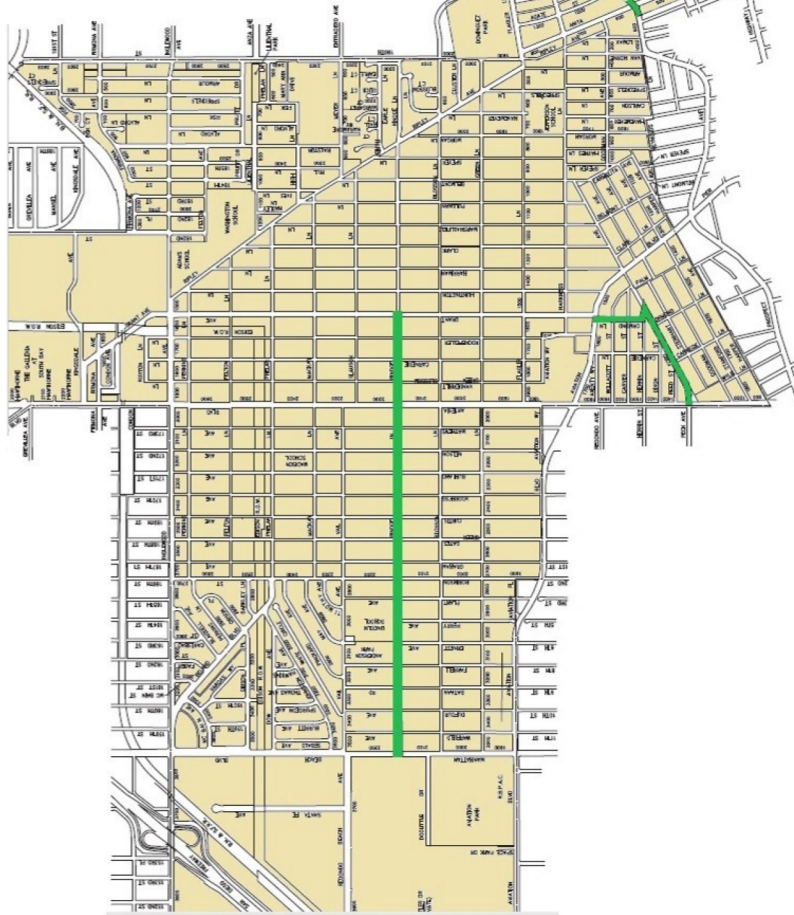
Local Measure R	\$ 304,587		
Storm Drain Funds	\$ 200,000		
Total	\$2,326,448	Total	\$2,326,448

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Project Location Map



- RINDGE LANE
- FORD AVENUE
- ORMOND AVENUE
- N. CATALINA AVENUE
- AVENUE C
- AVENUE I
- KNOB HILL AVENUE
- PALOS VERDES BOULEVARD
- S. HELBERTA AVENUE
- S. JUANITA AVENUE
- N. JUANITA AVENUE
- EL CAMINO REAL (PORTIONS DESCOPED)
- PROSPECT AVENUE (DESCOPED)

- S. CATALINA AVENUE (W/ SLURRY)
- BERYL STREET (W/ SLURRY)
- KNOB HILL AVENUE (WIDENING)



## PROJECT CORRIDORS

**COMPLETED WITH SIGNAGE & STRIPING**

**SHARROWS DESCOPED**

**COMPLETED WITH SLURRY**

**INCLUDES WIDENING**



# Administrative Report

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H.7., File # 25-0842

Meeting Date: 7/15/2025

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

## **TITLE**

APPROVE AN AGREEMENT WITH UNITED STORM WATER, INC. TO INSTALL STORM DRAIN CATCH BASIN TRASH SCREENING DEVICES IN COMPLIANCE WITH CALIFORNIA STATE WATER CODE SECTION 13383 FOR A NOT TO EXCEED AMOUNT OF \$383,966 AND THE TERM JULY 16, 2025 TO JULY 15, 2030

## **EXECUTIVE SUMMARY**

The State's Water Code Section 13383 Order includes Trash Amendments that apply to all Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permittees. The purpose of Section 13383 is to reduce trash in surface waters. The Trash Provisions, established as a water quality standard in the City's NDPES Permit, are designed to prevent trash from adversely affecting beneficial uses of local water bodies.

To further the City's compliance with the Order, staff recommends installing certified Full Capture Systems for trash screening, specifically Connector Pipe Screen (CPS) devices, on all storm drain catch basins in the Dominguez Channel Watershed Area. The City's storm drains that feed the Santa Monica Bay Watershed Area are already in compliance due to previously implemented Trash Total Maximum Daily Load (TMDL) projects.

Approval of the proposed agreement with United Storm Water Inc. (Agreement) will authorize the installation of up to 255 Connector Pipe Screens, for a not to exceed amount of \$383,966 and a 5-year term through July 15, 2030. This project is considered a maintenance project and is being procured in compliance with Redondo Beach Municipal Code Section 2-6.1.09 (d), which allows contract awards based on pricing established through a successful competitive bidding conducted by another agency. The unit pricing provided by United for the proposed work stems from a competitive process recently performed by the City of Montebello.

## **BACKGROUND**

The City first received notification of the State's Water Code Section 13383 requirements in 2017. Following receipt of the initial letter from the Regional Water Quality Control Board outlining the requirements of the Order, staff evaluated various compliance strategies. The installation of catch basin screens was deemed to be the most cost effective and reliable way to achieve ongoing compliance according to the regulatory language. The City has already implemented these devices in the Santa Monica Bay Watershed Area, where they have demonstrated reliability and ease of maintenance.

On February 14, 2019, the City submitted a letter to the Regional Board outlining its selected method for complying with the Order's "Trash Provisions." The letter included a map of the Dominguez Channel Watershed Area, indicating the City's plans to install certified Full Capture CPS devices on all storm drain catch basins within the Watershed Management Area. The Santa Monica Bay Watershed Area is already in compliance with the Order due to previously implemented Trash TMDL projects.

To demonstrate progress toward full compliance with the Trash Provisions, the City is required to report implementation milestones in its annual NPDES report. The first milestone is the installation of 85 CPS devices by September 2026. Failure to meet the compliance requirements may result in enforcement actions, including fines and other penalties.

The scope of work of this agreement includes furnishing and installing up to 255 California Water Resources Control Board-certified Full Capture Trash Treatment Control CPS Devices in storm drain catch basins over the term of the Agreement. All components of the devices shall be constructed of 304 stainless steel and designed to treat peak flow rates from a 1-year, 1-hour storm event. The CPS units must effectively capture all particles 5 mm or larger during the storm. The Contractor will obtain all necessary permits from the Los Angeles County Flood Control District to install up to 170 CPS units in County-owned catch basins. Additionally, upon request by the City, the Contractor shall clean the catch basins prior to CPS installation.

The first phase of the project will involve retrofitting 85 City-owned catch basins, with installation to be completed by August 1, 2026. The remaining 170 County-owned catch basins will be retrofitted by December 1, 2029. United Storm Water Inc. has previously furnished and installed CPS devices for the City, consistently delivering high-quality work in a timely manner. The proposed pricing for the current scope of work is highly competitive, as confirmed by a review of comparable costs from other municipalities.

### **COORDINATION**

The Agreement was developed in by the Public Works Engineering Division and approved as to form by the City Attorney's Office.

### **FISCAL IMPACT**

Approval of this Agreement authorizes the installation of up to 255 CPS devices, for a not-to-exceed amount of \$383,966, over a five-year term ending July 15, 2030. Funding for the work is available through the City's annual distribution of funds from the County Safe Clean Water Municipal Program.

#### **Funding**

Safe Clean Water

Municipal Program Funds \$383,966

#### **Expenditures**

United Storm Water Contract \$383,966

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

1. Agmt - United Storm Water Inc.
2. Certificate of Liability Insurance

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND UNITED STORM WATER, INC.**

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

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
- E. Agreement to Comply with California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

\* \* \* \* \*

**GENERAL PROVISIONS**

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this

Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

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

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

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the



business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all

claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
    - a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which

such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
- 18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
- 19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this

Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not

pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.

Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*



# Administrative Report

H.8., File # 25-0864

Meeting Date: 7/15/2025

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

## **TITLE**

APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH FISCHER COMPLIANCE, LLC FOR TECHNICAL ASSISTANCE TO UPDATE THE SEWER SYSTEM MANAGEMENT PLAN (SSMP), INCREASING THE CONTRACT AMOUNT BY \$85,000, FOR A REVISED NOT TO EXCEED TOTAL OF \$110,000, AND EXTENDING THE TERM THROUGH JULY 15, 2029

## **EXECUTIVE SUMMARY**

On May 2, 2023, the City Council approved a professional services agreement with Fischer Compliance, LLC (FCL) to support the City in updating specific components of the Sewer System Management Plan (SSMP) and the Spill Emergency Response Plan (SERP), to comply with the State Water Resources Control Board's updated regulatory framework under Order No. 2022-0103-DWQ ("2022 Order"). The initial effort focused on assessing the City's SSMP and SERP, identifying regulatory gaps, and meeting compliance deadlines established under the new mandates.

The First Amendment to the agreement expands the scope of services to include technical and regulatory interpretive assistance for preparation of the request for proposals needed to hire a consultant to complete the City's comprehensive 2025-26 SSMP update, in accordance with the six-year update cycle now required by the State. The amendment also includes finalizing the SSMP audit, with documented findings and recommendations, enhancing the City's condition assessment program to meet the standards outlined in Attachment D of the 2022 Order, and delivering comprehensive training to City staff.

## **BACKGROUND**

In order to establish a statewide regulatory framework to address Sanitary Sewer Overflows, the State Water Resources Control Board (SWRCB) adopted Water Quality Order No. 2006-0003 on May 2, 2006. This order requires agencies operating sewer systems over one mile in length to prepare and maintain a Sewer System Management Plan (SSMP).

In response, the City of Redondo Beach developed an SSMP, which was approved by the City Council in 2009. The plan established core programs focused on capacity evaluation, system rehabilitation, and ongoing maintenance. Since then, the SSMP has been updated to include a revised Emergency Response Plan and improvements to the Fats, Oils, and Grease (FOG) program. The City Council recertified the SSMP on August 2, 2022, reaffirming the City's continued implementation of recommended actions.

On December 6, 2022, the California State Water Resources Control Board adopted new statewide sanitary sewer system waste discharge (2022 Order) regulations, which became effective on June 4, 2023. The 2022 Order serves as the new regulatory framework for the operation and maintenance of those systems, superseding the previous 2006 Order.

Pursuant to the 2022 Order, sewer agencies such as the City of Redondo Beach are required to maintain a SERP that complies with the new requirements to ensure prompt detection and response to SSOs. While the City's existing SERP complies with the 2006 Order, it needs to be updated to comply with the new requirements of the 2022 Order.

To support the City's mandate to meet these evolving requirements, the City Council approved a professional services agreement with Fischer Compliance, LLC (FCL) on May 2, 2023. The initial contract authorized FCL to assist with reviewing sections of the City's SSMP and SERP, identifying regulatory gaps, and ensuring the City was aligned with regulatory deadlines and compliance requirements.

The First Amendment to the agreement expands the consultant's scope of services to ensure continued compliance with the 2022 Order. This includes technical assistance with preparing a Request for Proposals for consulting services to complete the City's 2025/2026 SSMP comprehensive update following the six-year regulatory cycle, finalizing the SSMP audit with documented findings and recommendations, enhancing the condition assessment program, and providing comprehensive online and on-site training to City staff. These efforts will help ensure that the City's wastewater collection system remains fully compliant with the State's regulatory framework while incorporating industry best practices for long-term operational resilience. The updated SSMP also outlines the Solid Waste Services Division's M&O expenditure and capital repair needs and serves as the basis for future fee adjustments to ensure the City is able to fund a safe and reliable sanitary sewer system.

### **COORDINATION**

The City Attorney's Office approved the amendment as to form

### **FISCAL IMPACT**

Funding for the amendment is available in the City's Wastewater Fund.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

- Fischer Compliance First Amendment
- Certificate of Liability Insurance



## **FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND FISCHER COMPLIANCE, LLC**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Fischer Compliance, LLC, a California limited liability company ("Contractor" or "Consultant").

WHEREAS, on May 2, 2023, the parties hereto entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement to add services, extend the term of the Agreement, and increase the total compensation limit.

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

1. **PROJECT DESCRIPTION AND SCOPE OF SERVICES.** Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1", which expands the scope of services to include technical assistance, regulatory guidance, Sewer System Management Plan ("SSMP") auditing, condition assessment program support, spill response planning and reporting, and staff training. Consultant shall continue to support the City in updating the SSMP and related documents, performing compliance audits, preparing documentation and assisting with regulatory alignment to meet State Water Resources Control Board's Order No. WQ 2022-0103-DWQ ("Order No. WQ 2022-0103-DWQ"), as further described in Exhibit "A-1".
2. **TERM AND TIME OF COMPLETION.** Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement term to July 15, 2029. Exhibit "B-1" is attached hereto and incorporated by this reference. Consultant shall commence and complete all services described in Exhibit "A" as amended by Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-1".
3. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase the limit for the total compensation paid to Consultant by \$85,000 for a total compensation limit of \$110,000. Exhibit "C-1" is attached hereto and incorporated by this reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement, as amended by Exhibit "A-1".
4. **INSURANCE.** Exhibit "D" of the Agreement is hereby amended to add Exhibit "D-1", which raises the general liability coverage from \$1,000,000 to \$2,000,000. Exhibit "D-1" is attached hereto and incorporated by this reference. Consultant shall comply with the requirements set forth in Exhibit "D-1".

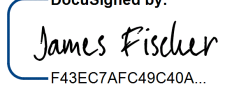
5. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject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

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 15<sup>th</sup> day of July, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

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

FISCHER COMPLIANCE, LLC,  
a California limited liability company

DocuSigned by:  
  
F43EC7AFC49C40A...  
By: \_\_\_\_\_  
Name: James Fischer  
Title: owner

ATTEST:

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

APPROVED:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## EXHIBIT “A-1”

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

#### I. CONSULTANT’S DUTIES

Consultant shall continue to perform all services set forth in Exhibit “A” of the Agreement and provide expanded technical assistance to support the City’s compliance with Order No. WQ 2022-0103-DWQ. This includes assisting City staff in updating the SSMP and the Spill Emergency Response Plan (“SERP”), addressing regulatory gaps, and incorporating best practices.

Additionally, Consultant shall support the comprehensive SSMP update and provide technical guidance to ensure alignment with the updated Waste Discharge Requirements under the Sanitary Sewer Systems General Order, dated December 6, 2022. All services shall be performed in close coordination with City staff and ensure that the City’s sanitary sewer system remains fully compliant with all applicable regulatory requirements.

A. Tasks. Consultant shall provide technical assistance, regulatory guidance, and implementation support, with an emphasis on aligning all SSMP elements with current statewide Waste Discharge Requirements (“WDRs”), specifically the requirements outlined in Attachment D (System Evaluation, Capacity Assurance, and Capital Improvements) of the Order as set forth herein.

##### 1. Task 8B – SSMP Audit

Finalize the City SSMP Audit per Order No. 2022-0103-DWQ. Prepare a comprehensive audit report summarizing all findings and recommendations. Audit report should highlight recommendations for the SSMP update.

##### 2. Task 9 – Update City’s SSMP Master Template

Consultant shall assist the City with its 2025/2026 SSMP update to ensure full compliance with Order No. WQ 2022-0103-DWQ, including but not limited to Specifications 5.5 (Six-Year Plan Update Requirements) and Attachment D (System Evaluation, Capacity Assurance, and Capital Improvements) of the Order, as directed and authorized via email by the City. Consultant shall prepare and facilitate a SSMP intake meeting, review and evaluate existing SSMP elements, and prepare a draft and final SSMP Update template Report for City review and approval.

Consultant shall further support the City in meeting the applicable WDRs, minimizing the occurrence of Sanitary Sewer Overflows (“SSOs”), and ensuring the effective operation, maintenance, and long-term capacity of the City’s sanitary sewer collection system. All work shall comply with applicable regulatory requirements and industry best practices.

Consultant shall also support the preparation and review of compliance documentation, including annual audits, and assist in the review of the City's Wastewater Fee Study, as requested by the City. Consultant shall perform all services in accordance with the scope, schedule, and direction provided by the City, subject to City's written authorization.

3. Task 10 – Condition Assessment Program Support

Consultant shall assist the City with improving its existing condition assessment program to meet or exceed the requirements of Order No. 2022-0103-DWQ, Attachment D (System Evaluation, Capacity Assurance, and Capital Improvements). Consultant shall perform data review, online and onsite meetings, and develop a Condition Assessment Recommendations Report reflecting best practices and regulatory alignment.

4. Task 11 – Training

Consultant shall provide City staff with online and onsite training consistent with the requirements of Order No. 2022-0103-DWQ, Attachment D (System Evaluation, Capacity Assurance, and Capital Improvements). Training topics shall include spill emergency response procedures, emergency practice drills, spill volume estimation techniques, and electronic California Integrated Water Quality System ("CIWQS") spill reporting. Consultant shall issue compliant training certificates for submission to the California Water Environment Association ("CWEA") for contact hour recognition.

## **EXHIBIT “B-1”**

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

The term of this Agreement shall be extended to July 15, 2029 (“Term”), unless otherwise terminated as herein provided. Consultant shall complete all duties in accordance with the City designated schedule, which may be modified by the City in its sole discretion.

## EXHIBIT "C-1"

### COMPENSATION

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

- I. **AMOUNT** Consultant shall be compensated pursuant to the hourly rate schedule set forth below, which includes all fully burdened rates and encompasses all associated expenses.

STAFF TITLE	HOURLY RATE
Principal Engineer, Subject Matter Expert (SME)	\$260
SSMP Management Partner SME	\$240
Sewer Collection System SME	\$220
Administrative	\$120

However, in no event shall Consultant's total compensation for each task listed below, including expenses, materials, labor, shipping and taxes, exceed the individual task amounts specified below for a total not to exceed amount of \$110,000 under the Agreement and any amendments hereto.

TASK DESCRIPTION	TOTAL COST
The Agreement Tasks 1 through 8	\$25,000
Task 8B	\$10,000
Task 9	\$50,000
Task 10	\$15,000
Task 11	\$10,000
<b>TOTAL</b>	<b>\$110,000</b>

- II. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.

- A. Task number.
- B. All personnel who performed work on the Task.
- C. Description of the work performed.
- D. Number of hours worked.
- E. Hourly rate.
- F. All city approved and documented subcontractor invoices.
- G. If applicable, expenses incurred.

Invoices must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to the city. Invoices must attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

Within the approved amount of each approved Task, and with the written approval of the City, a portion of the amount from the task may be reallocated to another task, provided the total amount paid does not exceed \$110,000 under the Agreement and any amendments hereto. .

- III. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days after receipt of Consultant's monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.
- IV. **NOTICE.** Written notices to City and Consultant shall be given by email or registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Fischer Compliance, LLC  
3230 Arena Blvd, Suite 245  
Sacramento, California 95834  
Attn: James Fischer, P.E. (Principal)  
Email: [Jim@fischercompliance.com](mailto:Jim@fischercompliance.com)

City City of Redondo Beach  
Public Works Department, Engineering Services Division  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: Lauren Sablan, City Engineer  
Email: [Lauren.Sablan@redondo.org](mailto:Lauren.Sablan@redondo.org)

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



## **EXHIBIT “D-1”**

### **INSURANCE REQUIREMENTS FOR CONSULTANTS**

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

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer’s Liability Insurance.

#### Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

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

#### Deductibles and Self-Insured Retentions

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

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

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

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

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

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

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

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

#### Acceptability of Insurers

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

#### Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be

acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

#### Subcontractors

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

#### Risk Management

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2025

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

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

<b>PRODUCER</b> Freidin INB Insurance Services 985 University Avenue Suite 37 Los Gatos CA 95032	<b>CONTACT</b> NAME: Adam Freidin PHONE (A/C, No, Ext): 408-395-7900 E-MAIL ADDRESS: adam@freidinb.com	<b>FAX</b> (A/C, No): 408-395-3711
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Berkshire Hathaway Direct Insurance Company		10391
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES** **CERTIFICATE NUMBER:** 660530569 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N9BP379986	2/19/2025	2/19/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			N9BP379986	2/19/2025	2/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE <input checked="" type="checkbox"/> OTH-ER NO EMPLOYEES E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			N9PL387669	2/19/2025	2/19/2026	Occ Agg 1,000,000 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
30 day notice of cancellation.  
District, its directors, officers, and employees named additional insureds  
The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are named additional insured.  
The policy is Primary with written contact

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach  
415 Diamond St  
Redondo Beach CA 90277

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

AUTHORIZED REPRESENTATIVE

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**POLOICY NUMBER: N9BP379986**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
CAREFULLY.**

## **ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided by the following:  
GENERAL LIABILITY COVERAGE

AUTOMOBILE LIABILITY COVERAGE

### **SCHEDULED PERSONS OR ORGANIZATIONS**

**ALL ENTITIES (required by contract) their officers, directors and employees**

**A.** The following is added to Paragraph c. in **A. 1., Who Is An Insured**, of **SECTION II-LIABILITY COVERAGE**:

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "Insured" under the Who Is An Insured provision contained in Section II.

**B.** The following is added to Paragraph 5., **Other Insurance**, in **B. General Conditions** of **SECTION IV – BUSINESS AUTO CONDITIONS AND GENERAL LIABILITY CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2025

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

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

<b>PRODUCER</b> Freidin INB Insurance Services 985 University Avenue Suite 37 Los Gatos CA 95032	<b>CONTACT</b> NAME: Adam Freidin PHONE (A/C, No, Ext): 408-395-7900 E-MAIL ADDRESS: adam@freidinb.com	<b>FAX</b> (A/C, No): 408-395-3711
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Berkshire Hathaway Direct Insurance Company		10391
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

License#: 0M15648  
FISCCOM-01**COVERAGES****CERTIFICATE NUMBER:** 660530569**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N9BP379986	2/19/2025	2/19/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE <input checked="" type="checkbox"/> OTH-ER NO EMPLOYEES E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			N9PL387669	2/19/2025	2/19/2026	Occ Agg 1,000,000 1,000,000

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

30 day notice of cancellation.  
District, its directors, officers, and employees named additional insureds  
The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are named additional insured.  
The policy is Primary with written contact

**CERTIFICATE HOLDER****CANCELLATION**City of Redondo Beach  
415 Diamond St  
Redondo Beach CA 90277

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AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**POLOICY NUMBER: N9BP379986**

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Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



# Administrative Report

H.9., File # 25-0976

Meeting Date: 7/15/2025

**To:** MAYOR AND CITY COUNCIL  
**From:** ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

## **TITLE**

APPROVE THE SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE OF THE RENTAL REHABILITATION PROGRAM LOAN LIEN FOR THE PROPERTY AT 2000 CARNEGIE LANE, REDONDO BEACH, CA 90278 PURSUANT TO THE TERMS OF THE CITY'S DEFERRED PAYMENT LOAN PROGRAM

## **EXECUTIVE SUMMARY**

The proposed action provides for the substitution of trustee and full reconveyance of the rental rehabilitation loan lien that is in place on 2000 Carnegie Lane. As part of the Deferred Loan Program Agreement, the City recorded a lien on the property until the home repair loan was repaid. On April 25, 2025, the City received a check, drawn by US Bank, in the amount of \$13,845 to pay the outstanding Deferred Payment Loan (Instrument No. 81-607308) note in full. Accordingly, the City may proceed with release of the property lien.

## **BACKGROUND**

The owners of 2000 Carnegie Lane, Rex Thomas Rische and Alma Geralene Rische, received a \$13,845 loan on June 11, 1981, for housing rehabilitation work. This loan was made possible through the City's Deferred Payment Loan Program, which provided low-interest home improvement loans for qualifying low-income Redondo Beach homeowners. The loan could be used to pay for roofing repairs, plumbing and electrical work, and bathroom remodeling. In this case, the annual interest rate was zero percent. The Deferred Payment Loan resulted in a lien on the property that was to be removed from the property title once the loan was paid in full.

On April 25, 2025, Ticor Title Company of California paid the \$13,845 loan in full with a check made out to the City of Redondo Beach, as instructed by the Housing Division of the Community Services Department. The payment represents a full reconveyance of the loan lien in place on 2000 Carnegie Lane. Following recording of the lien removal by the Los Angeles County Registrar-Recorder/County Clerk, no further action will be required.

## **COORDINATION**

The Substitution of Trustee and Full Reconveyance Agreement has been approved by the City Attorney's Office.

## **FISCAL IMPACT**

There is no fiscal impact associated with this item as the loan has been repaid in full.



**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Substitution of Trustee and Full Reconveyance Agreement
- Deferred Payment Loan Program Contract, June 11, 1981
- Request for Full Reconveyance
- Voided Check

Recording Requested By:

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

When Recorded Mail to:

Bruce A. Rische as  
Trustee of the Rische Family Survivor's Trust  
2000 Carnegie Lane  
Redondo Beach, California 90278-3653

This document is exempt from the payment of a recording fee  
per Government Code Sections 27383 and 27361.3 (a).

APN: 4156-010-012

Commonly known as: 2000 Carnegie Lane, Redondo Beach, California 90278-3653

**SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE**

The undersigned City of Redondo Beach, a chartered municipal corporation, is the present beneficiary under the Deed of Trust and Assignment of Rents dated as of June 11, 1981 and recorded on June 18, 1981 as Instrument No. 81-607308, Official Records, Recorder's Office of Los Angeles County, California and executed by Rex Thomas Rische and Alma Garalene Rische as Trustor, and Commonwealth Land Title Company, a California corporation as Trustee. Beneficiary hereby appoints and substitutes the City of Redondo Beach, a chartered municipal corporation, as the new and "Substituted Trustee" under the Deed of Trust and Assignment of Rents.

As duly appointed Substituted Trustee, the undersigned City does hereby reconvey to the person or persons legally entitled thereto, without warranty all of the estate, title and interest acquired by the Original Trustee and by the City as the Substituted Trustee under the Deed of Trust and Assignment of Rents as to certain real property described in the Legal Description, Exhibit A, attached and hereby fully incorporated.

IN WITNESS WHEREOF, the owner and holder above named and the City of Redondo Beach as Substituted Trustee has caused this instrument to be executed in its interest.

Dated this \_\_\_\_ day of \_\_\_\_\_

City of Redondo Beach, a chartered municipal corporation

By: \_\_\_\_\_

James A. Light, Mayor

EXHIBIT "A"  
LEGAL DESCRIPTION

The land referred to herein below is situated in the City of Redondo Beach, County of Los Angeles, State of California and is described as follows:

LOT 12, BLOCK 28 OF THE REDONDO VILLA TRACT, IN THE CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 10, PAGES 82 AND 83 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER.

APN: 4156-010-012

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California  
County of Los Angeles

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)  
personally appeared \_\_\_\_\_, who proved to me on the basis  
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which  
the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

CITY OF REDONDO BEACH  
DEFERRED PAYMENT LOAN PROGRAM  
PROMISSORY NOTE SECURED BY DEED OF TRUST

(Supersedes Promissory Note  
Dated December 5, 2002)

\$ 5,444.00

Loan No. DL 2000-8

Borrower: Joseph J. Murrin

Borrower: Clara Murrin

Date: March 12, 2003

FOR VALUE RECEIVED, the undersigned Borrower(s) promise(s) to pay to the order of the City of Redondo Beach, a public agency, with its principal office at 415 Diamond Street, Redondo Beach, California 90277, the principal sum of Five Thousand Four Hundred Forty-Four Dollars (\$5,444.00), together with interest. Interest on the principal amount shall accrue at a simple interest rate of four percent (4%) per year for ten years on the unpaid principal computed from the date the Deed of Trust is recorded.

This Note is payable, at the option of the holder, upon the sale or transfer of all or part of the property, which is secured by the Deed of Trust, whether voluntary, involuntary or by operation of law, or upon the death of the surviving signator of this Note. The Borrower(s) shall pay in full the total principal amount loaned to the Borrower(s), plus interest, as evidenced by this Note and the Deed of Trust.

This Note is given in consideration for a special Deferred Payment Loan by the City of Redondo Beach, the proceeds of which are from the City of Redondo Beach Redevelopment Agency's Low and Moderate Income Housing Fund. This loan is made for the purpose of assisting in the rehabilitation of the Borrower's real property described in the Deed of Trust of this same date securing this Note. The City of Redondo Beach will not demand payment until the property subject to the Deed of Trust is transferred or sold, whether voluntarily, involuntarily or by operation of law. The Borrower(s) shall not encumber the property with any lien that is recorded in a position senior to the loan evidenced by this Note. Borrower(s) may repay the entire amount of the loan plus accrued interest at any time without penalty.

Payment shall be made in lawful money of the United States. Should default be made in payment when due and action is instituted on this Note, the undersigned promise(s) to pay all reasonable costs and expenses, including, but not limited to, reasonable attorney's fees.

This Note is secured by the Deed of Trust executed this date and covering the real property therein described.

Executed at Redondo Beach, California.

Signed Joseph J. Murrin  
Joseph J. Murrin

Signed Clara Murrin  
Clara Murrin

Dated March 12, 2003

Dated March 12, 2003



**DO NOT RECORD**

The following is a copy of the provisions and agreements of subdivisions A and B of the fictitious Deed of Trust, recorded in various counties in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

**A. To protect the security of this Deed of Trust, Trustor agrees:**

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon; to keep all buildings, structures and other improvements now or hereafter situated on the above described property at all times entirely free of dry rot, fungus, rust, decay, termites, beetles and any other destructive insects or elements, to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, or in any action or proceeding instituted by Beneficiary or Trustee to protect or enforce the security of this Deed of Trust or the obligations secured hereby.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
5. Should Trustor fail to make any payment or to do any act as in this Subdivision A hereof provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
6. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at seven per cent per annum.

**B. It is mutually agreed that:**

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefor and without notice upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien of charge hereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of a full Reconveyance, Trustee may destroy said note and this Deed of Trust.
5. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, from time to time, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time and from time to time without notice, either in person or by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
6. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.
- After the lapse of such time as then may be required by law following the recording of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine, but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels shall be sold, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, expressed or implied, and the recitals in such Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
7. Trustee's fees for its ordinary duties hereunder shall be: (a) For sale of property, exclusive of posting, advertising and other costs and expenses, a fee, hereby agreed to be reasonable, computed on the unpaid balance of all sums secured hereby at the following rates: on the first \$1000.00 or part thereof 6-2/3%, with a minimum of \$50.00; on the next \$1000.00, 2%; on the next \$2,000.00, 1-1/3%; on the next \$50,000.00, 2/3 of 1%; and on all above \$100,000.00, 1/3 of 1%; upon sale proceedings discontinued before sale, a reasonable fee, depending upon services performed. (b) For partial or full reconveyance, a reasonable fee, with a minimum of \$5.00 and \$3.50 respectively.
8. Trustor, or if said property shall have been transferred, the then record owner, together with Beneficiary, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged by each and recorded in the Office of the Recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded, and the name and address of the new Trustee. If Notice of Default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall be exclusive of all other provisions for substitution, statutory or otherwise.
9. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
10. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**REQUEST FOR FULL RECONVEYANCE**

To be used only when note has been paid

To:

**COMMONWEALTH LAND TITLE COMPANY**  
A CALIFORNIA CORPORATION

Dated....., 19.....

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness secured by said Deed of Trust, delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

**MAIL RECONVEYANCE TO:**

James A. Light, Mayor

Eleanor Manzano, City Clerk

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.



\*\*\*\* REAL ESTATE CLOSING \*\*\*\*

551014575

Buyer/Borrower: 2000 CARNEGIE PROPERTY LLC

Seller: Rische Bruce A (Co-Tr); Rische Family Trust

Lender: TBD

Property: 2000 Carnegie Lane/Redondo Beach

Settlement Date:

Disbursement Date: April 18, 2025

Check Amount: \$13,845.00

Pay To: City of Redondo Beach

For: Payoff of First Mortgage Loan

Payoff of First Mortgage Loan - Loan No. 2000 CARNEGIE LANE (N.04) \$13,845.00, Payoff amount

\$13,845.00, Statement Fee(s) \$0.00, Recording Fee(s) \$0.00, Late Fee(s) \$0.00, Reconveyance Fee \$0.00

Closer/Responsible Party: Robert Taylor - Taylor Team

Printed By: Karin Castillo

Order Number: TT3009740

THIS CHECK IS VOID WITHOUT A PURPLE & BLUE BORDER AND BACKGROUND PLUS A ZSECURE WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

**TICOR TITLE COMPANY OF CALIFORNIA**

TT SoCal US Bank - TTIE Escrow, TTOC Escrow, TTLA Title Only TTSD ALL-TTLA-20:  
4400 MacArthur Blvd, Suite 800  
Newport Beach, CA 92660 Escrow No. TT3009740  
(818)549-7720

U.S. Bank  
535 Westminster Mall  
Westminster, CA 92683

Ref#: 2000 CARNEGIE LANE

551014575

April 18, 2025

90-3582  
1222

--Thirteen Thousand Eight Hundred Four Five and 00/100

Dollars

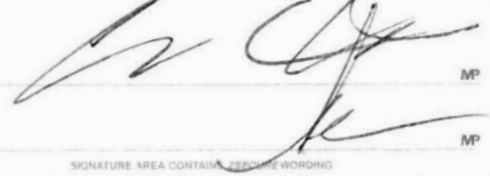
**VOID**

AMOUNT  
\$ \*\*13,845.00

PAY CITY OF REDONDO BEACH  
TO THE 1922 Artesia Blvd  
ORDER Redondo Beach, CA 90278  
OF

MEMO Payoff of First Mortgage Loan

CUSTOMER ESCROW ACCOUNT  
VOID AFTER 90 DAYS, TWO SIGNATURES REQUIRED

  
SIGNATURE AREA CONTAINS SECURE WORDING

⑈0551014575⑈ ⑈122235821⑈ ⑈157537184192⑈



# Administrative Report

H.10., File # 25-0977

Meeting Date: 7/15/2025

**To:** MAYOR AND CITY COUNCIL  
**From:** ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

## **TITLE**

APPROVE THE SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE OF THE RENTAL REHABILITATION PROGRAM LOAN LIEN FOR THE PROPERTY AT 2412 MARSHALLFIELD LANE, REDONDO BEACH, CA 90278 PURSUANT TO THE TERMS OF THE CITY'S DEFERRED PAYMENT LOAN PROGRAM

## **EXECUTIVE SUMMARY**

The proposed action provides for the substitution of trustee and full reconveyance of the rental rehabilitation loan lien that is in place on 2412 Marshallfield Lane. As part of the Deferred Loan Program Agreement, the City recorded a lien on the property until the home repair loan was repaid. On May 12, 2025, the City received a check, drawn by SoCal Title Company, in the amount of \$7,621.60 to pay the outstanding Deferred Payment Loan (Instrument No. 02-3173451) note in full. Accordingly, the City may proceed with release of the property lien.

## **BACKGROUND**

The owners of 2412 Marshallfield Lane, Joseph J. Murrin and Clara Murrin, received a \$30,000 loan on December 5, 2002, for housing rehabilitation work. This loan was made possible through the City's Deferred Payment Loan Program, which provided low-interest home improvement loans for qualifying low-income Redondo Beach homeowners. The loan could be used to pay for roofing repairs, plumbing and electrical work, and bathroom remodeling. In this case, the annual interest rate was 4% per year for ten years. The Deferred Payment Loan resulted in a lien on the property that was to be removed from the property title once the loan was paid in full.

The owners terminated the contract with the construction company before the work was fully completed, and as a result, the contract was reduced to \$5,000 to reflect the portion of work that had been completed. A new Promissory Note secured by a Deed of Trust was signed on March 12, 2003, for a \$5,444 loan, which included the work that was completed at the house and the document recording fee of \$444.

On May 12, 2025, SoCal Title Company paid \$7,621.60 for the loan plus interest in full with a check made out to the City of Redondo Beach, as instructed by the Housing Division of the Community Services Department. The payment represents a full reconveyance of the original loan lien of \$30,000 in place on 2412 Marshallfield Lane. Following recording of the lien removal by the Los Angeles County Registrar-Recorder/County Clerk, no further action will be required.



**COORDINATION**

The Substitution of Trustee and Full Reconveyance Agreement has been approved by the City Attorney's Office.

**FISCAL IMPACT**

There is no fiscal impact associated with this item as the loan has been repaid in full.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Substitution of Trustee and Full Reconveyance Agreement
- Deferred Payment Loan Program Contract, March 12, 2003
- Deferred Payment Loan Payoff Letter
- Request for Full Reconveyance
- Voided Check

Recording Requested By:  
City of Redondo Beach  
415 Diamond Street  
Redondo Beach, California 90277

When Recorded Mail to:  
Joseph J. Murrin and Clara Murrin  
2412 Marshallfield Lane  
Redondo Beach, California 90278

This document is exempt from the payment of a recording fee  
per Government Code Sections 27383 and 27361.3 (a).

APN: 4158-003-005

Commonly known as: 2412 Marshallfield Lane, Redondo Beach, California 90278

### **SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE**

The undersigned City of Redondo Beach, a chartered municipal corporation, is the present beneficiary under the Deed of Trust with Assignment of Rents as Additional Security dated as of December 5, 2002 and recorded as Instrument No. 02-3173451, Official Records, Recorder's Office of Los Angeles County, California and executed by Joseph J. Murrin and Clara Murrin as Trustor, and Chicago Title Company, a California corporation as Trustee. Beneficiary hereby appoints and substitutes the City of Redondo Beach, a chartered municipal corporation, as the new and "Substituted Trustee" under the Deed of Trust with Assignment of Rents as Additional Security.

As duly appointed Substituted Trustee, the undersigned City does hereby reconvey to the person or persons legally entitled thereto, without warranty all of the estate, title and interest acquired by the Original Trustee and by the City as the Substituted Trustee under the Deed of Trust with Assignment of Rents for Additional Security as to certain real property described in the Legal Description, Exhibit A, attached and hereby fully incorporated.

IN WITNESS WHEREOF, the owner and holder above named and the City of Redondo Beach as Substituted Trustee has caused this instrument to be executed in its interest.

Dated this \_\_\_\_ day of \_\_\_\_\_

City of Redondo Beach, a chartered municipal corporation

By: \_\_\_\_\_

James A. Light, Mayor

EXHIBIT "A"  
LEGAL DESCRIPTION

The land referred to herein below is situated in the City of Redondo Beach, County of Los Angeles, State of California and is described as follows:

LOT 5, BLOCK 81 OF THE REDONDO VILLA TRACT, IN THE CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 10, PAGES 82 AND 83 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER.

APN: 4158-003-005

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California  
County of Los Angeles

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)  
personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

CITY OF REDONDO BEACH  
DEFERRED PAYMENT LOAN PROGRAM  
PROMISSORY NOTE SECURED BY DEED OF TRUST

(Supersedes Promissory Note  
Dated December 5, 2002)

\$ 5,444.00

Borrower: Joseph J. Murrin

Borrower: Clara Murrin

Loan No. DL 2000-8

Date: March 12, 2003

FOR VALUE RECEIVED, the undersigned Borrower(s) promise(s) to pay to the order of the City of Redondo Beach, a public agency, with its principal office at 415 Diamond Street, Redondo Beach, California 90277, the principal sum of Five Thousand Four Hundred Forty-Four Dollars (\$5,444.00), together with interest. Interest on the principal amount shall accrue at a simple interest rate of four percent (4%) per year for ten years on the unpaid principal computed from the date the Deed of Trust is recorded.

This Note is payable, at the option of the holder, upon the sale or transfer of all or part of the property, which is secured by the Deed of Trust, whether voluntary, involuntary or by operation of law, or upon the death of the surviving signator of this Note. The Borrower(s) shall pay in full the total principal amount loaned to the Borrower(s), plus interest, as evidenced by this Note and the Deed of Trust.

This Note is given in consideration for a special Deferred Payment Loan by the City of Redondo Beach, the proceeds of which are from the City of Redondo Beach Redevelopment Agency's Low and Moderate Income Housing Fund. This loan is made for the purpose of assisting in the rehabilitation of the Borrower's real property described in the Deed of Trust of this same date securing this Note. The City of Redondo Beach will not demand payment until the property subject to the Deed of Trust is transferred or sold, whether voluntarily, involuntarily or by operation of law. The Borrower(s) shall not encumber the property with any lien that is recorded in a position senior to the loan evidenced by this Note. Borrower(s) may repay the entire amount of the loan plus accrued interest at any time without penalty.

Payment shall be made in lawful money of the United States. Should default be made in payment when due and action is instituted on this Note, the undersigned promise(s) to pay all reasonable costs and expenses, including, but not limited to, reasonable attorney's fees.

This Note is secured by the Deed of Trust executed this date and covering the real property therein described.

Executed at Redondo Beach, California.

Signed Joseph J. Murrin  
Joseph J. Murrin

Signed Clara Murrin  
Clara Murrin

Dated March 12, 2003

Dated March 12, 2003





Recreation, Transit and  
Community Services Department  
Housing Authority

1922 Artesia Boulevard  
Redondo Beach, California 90278  
www.redondo.org

tel. 310 318-0635

September 7, 2018

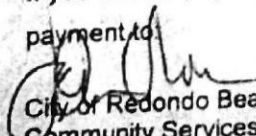
Clara Murrin  
2412 Marshallfield Lane  
Redondo Beach, California 90277

Ms. Murrin,

After review of your file with the Housing Department in Redondo Beach, it is evident that you do not owe the City \$30,000. We understand that the JAR General Construction's performance was unsatisfactory and you terminated the contract with them on March 4, 2003. However, prior to the termination, JAR General Construction did complete some work, and you agreed that the contract could be reduced to \$5,000. On March 12, 2003, you signed a Notice of Completion acknowledging that JAR General Construction completed copper re-piping, kitchen countertops and painting in the east bathroom. You and your ex-husband also signed a Promissory Note for the amount of \$5,444. This amount reflects \$5,000 to JAR General Construction and \$444 to Chicago Title for recording these documents. The promissory note also reflects that interest on this principal amount shall accrue at a simple interest rate of four percent (4%) per year for ten years. Since more than ten years have passed, the total you owe the City of Redondo Beach is only **\$7,621.60**. Please see below.

The \$30,000 deed on your property is a placeholder for the \$7,621.60 that you owe the City. It is common for deeds to show up on a title report that do not actually reflect the true amount owed. This deed does not prevent you from selling your property. Upon sale, the City would be paid only the outstanding balance owed (not \$30,000) and the lien will be released of record at that time. Your real estate agent can assist you with this process. You may also pay the amount owed prior to selling if you would like the deed released earlier.

If you wish to pay earlier, please make the check payable to **City of Redondo Beach**. You can mail the payment to:

  
City of Redondo Beach  
Community Services Department  
1922 Artesia Boulevard  
Redondo Beach, CA 90278  
Attn: John La Rock, Community Services Director

**DO NOT RECORD**

(9) The Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**DO NOT RECORD**

**REQUEST FOR FULL RECONVEYANCE**

TO CHICAGO TITLE COMPANY

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated \_\_\_\_\_

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

Please mail Deed of Trust,  
Note and Reconveyance to \_\_\_\_\_

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

*Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made*

**DEED OF TRUST**



**Chicago Title Company**





**SoCal Title Company**  
 SoCal Title Company  
 8213 White Oak Avenue, Suite D  
 Rancho Cucamonga, CA 91730  
 (909) 808-4121

**BANKUNITED, NA**  
 MIAMI LAKES, FL

**114451**

Date: 05/09/2025

Order Number: SC-15274-DP

**PAY** Seven Thousand Six Hundred Twenty One and 60/100

**\$7,621.60**

**TO THE ORDER OF** CITY OF REDONDO BEACH  
 1922 Artesia Boulevard  
 Redondo Beach, CA 90278

Void After 120 Days

**MEMO** Third Payoff *DOC 02-3173451*  
**PROPERTY:** 2412 Marshallfield Lane, Redondo Beach, CA 90278-4406

⑈ 114451 ⑈ ⑆ 267090594⑆ 9855607971⑈

Check No. **114451**

Paid to **CITY OF REDONDO BEACH**

Order No. **SC-15274-DP**

Date **05/09/2025**

Amount **\$7,621.60**

Amount Breakdown  
 Third Payoff \$7,621.60

Order Number: SC-15274-DP

Borrower: Clara Murrin

Seller:

Property: 2412 Marshallfield Lane, Redondo Beach, CA 90278-4406

Memo: Third Payoff

Check No. **114451**

Paid to **CITY OF REDONDO BEACH**

Order No. **SC-15274-DP**

Date **05/09/2025**

Amount **\$7,621.60**

Amount Breakdown  
 Third Payoff \$7,621.60

Order Number: SC-15274-DP

Borrower: Clara Murrin

Seller:

Property: 2412 Marshallfield Lane, Redondo Beach, CA 90278-4406

Memo: Third Payoff



# Administrative Report

H.11., File # 25-1021

Meeting Date: 7/15/2025

**To:** MAYOR AND CITY COUNCIL

**From:** ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

## **TITLE**

APPROVE A THIRD AMENDMENT TO THE AGREEMENT WITH SECTRAN SECURITY, INC. FOR ARMORED VEHICLE PICKUP SERVICE AT THE COMMUNITY SERVICES DEPARTMENT ARTESIA OFFICE, ALTA VISTA COMMUNITY CENTER, AND SEASIDE LAGOON FOR A 5% FEE INCREASE TOTALING APPROXIMATELY \$300 FOR THE PERIOD MAY 1, 2025 THROUGH OCTOBER 31, 2025

## **EXECUTIVE SUMMARY**

Citing rising service costs, Sectran has requested a 5% fee increase to maintain services, which would result in approximately \$300 in additional fees over a six-month period. The proposed Third Amendment reflects this increase, with a retroactive start date of May 1, 2025. The amendment also updates the insurance limits to align with the City's revised liability standards.

## **BACKGROUND**

Sectran Security, Incorporated (Sectran) currently provides armored cash and check pickup service for the Community Services Department offices on Artesia Blvd., Alta Vista Community Center, and Seaside Lagoon, to ensure secure delivery of the City's banking proceeds. Due to rising service costs, Sectran informed staff that it needs to increase its fees by 5% to continue providing services.

Attached is a proposed Third Amendment that reflects the necessary fee increase. The retroactive effective date of May 1, 2025 is due to staffing changes at Sectran that delayed finalizing the amendment. The amendment also updates the insurance limits to be consistent with the City's updated insurance and liability standards.

## **COORDINATION**

The Community Services Department coordinated with the City Attorney's Office to prepare the proposed Third Amendment.

## **FISCAL IMPACT**

The proposed 5% fee increase would result in approximately \$300 of additional fees through the remaining term of the agreement which expires on August 31, 2025. Funding for the increase is available in the Community Services Department operating budget.

## **APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Proposed Third Amendment to Sectran Security, Incorporated Agreement

**THIRD AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND SECTRAN SECURITY, INCORPORATED**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Third Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Sectran Security, Incorporated, a California corporation ("Contractor" or "Consultant").

WHEREAS, on July 5, 2022, the parties entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, on March 21, 2023, the parties entered into the First Amendment to the Agreement (the "First Amendment"); and

WHEREAS, on February 20, 2024, the parties entered into a Second Amendment to the Agreement (the "Second Amendment"); and

WHEREAS, the parties desire to amend the Agreement to effectuate a fee increase and update the notice provisions.

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

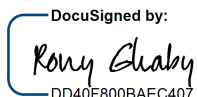
1. **COMPENSATION.** Exhibit "C" of the Agreement, as amended by Exhibits "C-1" and "C-2", is hereby further amended to add Exhibit "C-3", which stipulates a five (5%) percent increase in the fee for cash processing and transportation effective May 1, 2025, and updates the notice provisions. Exhibit "C-3" is attached hereto and incorporated by this reference. Contractor shall continue to be compensated for the services described in Exhibit "A" of the Agreement.
2. **INSURANCE REQUIREMENTS FOR CONTRACTORS.** Exhibit "D" of the Agreement is hereby amended to add Exhibit "D-1", which sets forth revised minimum insurance requirements for the Contractor, including increased general liability limits. Exhibit "D-1" is attached hereto and incorporated by this reference. Contractor shall comply with the insurance requirements described in Exhibit "D-1".
3. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, and this Third Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, and this Third Amendment, the terms of this Third Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 15<sup>th</sup> day of July, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

SECTRAN SECURITY, INCORPORATED,  
a California corporation

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

DocuSigned by:  
  
DD40F800BAEC407...  
By: Rony Ghaby  
Name: \_\_\_\_\_  
Title: Director of Operations

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## EXHIBIT "C-3"

### COMPENSATION

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

1. **AMOUNT.** Contractor shall be paid as follows. The fees listed below reflect a five percent increase over the fees in Exhibit "C-2".

- a. Scheduled Pick and Delivery Days. Effective May 1, 2025, Contractor shall be paid in accordance with the table set forth below.

SECTRA BRANCH	UNIT # / LOCATION	FEE for SERVICE
Pico	<u>City of Redondo Beach</u> <u>1922 Artesia Blvd.</u> <u>Redondo Beach, CA. 90277</u>	\$188.66 per month Plus, Gas surcharge
	<u>City of Redondo Beach</u> <u>715 Julia Street</u> <u>Redondo Beach, CA. 90277</u>	\$198.79 per month Plus, Gas surcharge
	<u>City of Redondo Beach</u> <u>200 Portofino Way</u> <u>Redondo Beach, CA 90277</u>	\$31.76 per day Plus, Gas surcharge

- b. Non Scheduled Pick and Delivery Days. Contractor shall be paid \$40.43 a day for any nonscheduled pickup and delivery day.
- c. Gas Surcharge. Contractor may adjust the monthly fuel fee based on average California diesel prices as measured and published by the Department of Energy ([WWW.EIA.DOE.GOV](http://WWW.EIA.DOE.GOV)). Contractor's established baseline is \$1.31. Any cost above the \$1.31 baseline cost will be adjusted on a monthly basis by 0.5% on price movements of 10 cents per gallon (i.e., if diesel prices rise to \$1.41, the corresponding fuel fee is increased by 0.5%). Each party will be able to monitor and keep track of the adjustments easily. The fuel fee rate change reflected on the invoice will be based on national average diesel prices published on the Department of Energy Website. The calculation is the average of the California prices for the first four Mondays of the month rounded to the next cent. The table is for reference only and as such, does not reflect the maximum rate which might be assessed.

<b>Minimum</b>	<b>Maximum</b>	<b>Per Gallon</b>	<b>Fee (%)</b>
\$4.91	\$5.00	\$0.10	18.00%
\$4.81	\$4.90	\$0.10	17.50%
\$4.71	\$4.80	\$0.10	17.00%
\$4.61	\$4.70	\$0.10	16.50%
\$4.51	\$4.60	\$0.10	16.00%
\$4.41	\$4.50	\$0.10	15.50%
\$4.31	\$4.40	\$0.10	15.00%
\$4.21	\$4.30	\$0.10	14.50%
\$4.11	\$4.20	\$0.10	14.00%
\$4.01	\$4.10	\$0.10	13.50%
\$3.91	\$4.00	\$0.10	13.00%
\$3.81	\$3.90	\$0.10	12.50%
\$3.71	\$3.80	\$0.10	12.00%
\$3.61	\$3.70	\$0.10	11.50%
\$3.51	\$3.60	\$0.10	11.00%
\$3.41	\$3.50	\$0.10	10.50%
\$3.31	\$3.40	\$0.10	10.00%
\$3.21	\$3.30	\$0.10	9.50%
\$3.11	\$3.20	\$0.10	9.00%
\$3.01	\$3.10	\$0.10	8.50%
\$2.91	\$3.00	\$0.10	8.00%
\$2.81	\$2.90	\$0.10	7.50%
\$2.71	\$2.80	\$0.10	7.00%
\$2.61	\$2.70	\$0.10	6.50%
\$2.51	\$2.60	\$0.10	6.00%
\$2.41	\$2.50	\$0.10	5.50%
\$2.31	\$2.40	\$0.10	5.00%
\$2.21	\$2.30	\$0.10	4.50%
\$2.11	\$2.20	\$0.10	4.00%

Minimum	Maximum	Per Gallon	Fee (%)
\$2.01	\$2.10	\$0.10	3.50%
\$1.91	\$2.00	\$0.10	3.00%
\$1.81	\$1.90	\$0.10	2.50%
\$1.71	\$1.80	\$0.10	2.00%
\$1.61	\$1.70	\$0.10	1.50%
\$1.51	\$1.60	\$0.10	1.00%
\$1.41	\$1.50	\$0.10	0.50%
\$1.31	\$1.40	\$0.10	0.00%

2. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices indicating the services and tasks performed during the prior month to City for approval and payment. Invoices must provide, location of the branch, date of services, fee for service, amount of gas surcharge (receipt must be attached). Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty days of its receipt of the monthly invoice.
4. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, or personally served, and addressed to or personally served on the following parties.

Contractor:      Sectran Security, Incorporated  
7633 Industry Avenue  
Pico Rivera, CA 90660  
Attention: Darius Barfatani

City:              City of Redondo Beach  
Community Services Department  
1922 Artesia Blvd.  
Redondo Beach, CA 90278  
Attention: Kelly Orta

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the third day after mailing if sent by registered or certified mail; or (2) upon personal delivery. Changes in the respective address set



forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

## **EXHIBIT “D-1”**

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

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

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

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

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

Employer’s Liability Insurance.

#### **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The \$4 million general aggregate limit shall apply separately to this project. An umbrella policy may be used to provide additional liability coverage, so long as the combined General Liability coverage (General Liability and umbrella) is at least \$2,000,000.

General Aggregate: \$4,000,000 per occurrence for bodily injury, personal injury, and property damage. The General Aggregate limit shall apply separately.

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

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

#### **Deductibles and Self-Insured Retentions**

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

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

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

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

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

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

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

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

#### Acceptability of Insurers

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

### Verification of Coverage

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

### Subcontractors

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

### Risk Management

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



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/20/2024

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

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

<b>PRODUCER</b> Associated Insurance Services 106 West Main Street P.O. Box 630 Plainville, CT 06062-0630 Associated Insurance Services		<b>860-793-9601</b>		<b>CONTACT NAME:</b> Associated Insurance Services	
				<b>PHONE (A/C, No, Ext):</b> 860-793-9601	<b>FAX (A/C, No):</b> 860-747-3580
				<b>E-MAIL ADDRESS:</b>	
				<b>INSURER(S) AFFORDING COVERAGE</b>	
				<b>NAIC #</b>	
				<b>INSURER A:</b> Philadelphia Insurance Company	
				<b>INSURER B:</b> The Hartford	
				<b>INSURER C:</b> AXIS Insurance Company	
				<b>INSURER D:</b> SiriusPoint Specialty Insuranc	
				<b>INSURER E:</b> Lloyds	
				<b>INSURER F:</b>	

<b>INSURED</b> Sectran Security, Inc. 7633 Industry Avenue Pico Rivera, CA 90660					
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## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		PHPK2624827	11/22/2024	11/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		02ABOI4326	11/22/2024	11/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>		P-001-000991666-03	11/22/2024	11/22/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	02WEOI4328	11/22/2024	11/22/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<b>D</b>	<b>Excess Umbrella</b>			TXS-000245-34	11/22/2024	11/22/2025	\$2MExcess 3,000,000
<b>E</b>	<b>Cash in Transit</b>			B1161 K24U1711	08/27/2024	08/27/2025	CIT Limit 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Redondo Beach City Hall 415 Diamond Street Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Associated Insurance Services

**NOTEPAD:**

HOLDER CODE

SECTR-1

PAGE 2

INSURED'S NAME Sectran Security, Inc.

OP ID: JS

Date 11/20/2024

The City, Its officers, elected and appointed officials, employees, and volunteers shall be covered as additional insureds with respect to general liability, auto liability and excess liability coverage for work performed by or on behalf of the contractor. Coverage is on a primary and non contributory basis. 30 Day notice of cancellation required for any policy.



# Administrative Report

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H.12., File # 25-0955

Meeting Date: 7/15/2025

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**To: MAYOR AND CITY COUNCIL**

**From: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR**

## **TITLE**

APPROVE FOUR-YEAR ON-CALL CONSULTING SERVICES AGREEMENTS FOR BUILDING PLAN CHECK SERVICES WITH BOWMAN INFRASTRUCTURE ENGINEERING, BUREAU VERITAS, TRUE NORTH, BPR, AND 4 LEAF FOR AN ANNUAL AMOUNT OF \$100,000 FOR EACH VENDOR, AND WITH MELAD AND ASSOCIATES INC. FOR AN ANNUAL AMOUNT OF \$200,000, FOR THE TERM JULY 16, 2025 TO JUNE 30, 2029

## **EXECUTIVE SUMMARY**

The Community Development Department submitted a Budget Decision Package for the Fiscal Year 2025-26 Budget proposing to outsource up to 70% of building plan checks to reduce review times and improve customer service. The proposed consulting services agreements would support outside building plan check services aimed at reducing review times to an average of two weeks. The agreements also include provisions for as-needed staffing assistance and can be terminated at any time, at the City's sole and absolute discretion.

## **BACKGROUND**

The Community Development Department recently developed a Departmental Strategic Plan that establishes operational performance standards. A key objective of the plan is to reduce the average building plan check review time from six weeks to two weeks. To achieve this, the department submitted a Budget Decision Package proposing to outsource approximately 70% of its building plan checks to consultants. This will help to accelerate reviews and ensure that project turnaround occurs within the desired timeframe. As part of the proposal, the consultants would receive 60% of the plan check fee, which is an industry standard that will help support enhanced performance. The department's two in-house plan checkers will manage the consultant's work, perform quality control on the outsourced plan checks, and be more available to work with customers, including issuing over-the-counter permits more efficiently.

The Community Development Department issued a Request for Proposals (RFP) to select highly qualified firms to provide plan check review and inspection services that meet the City's comprehensive building and safety needs. The process prioritized transparency, fairness, and technical expertise. Proposals were assessed on a range of criteria, including qualifications, relevant experience, availability of certified staff (such as Certified Access Specialist (CASP), structural engineers, and civil engineers), proposed fees, and the ability to meet established performance and communication standards. The RFP allowed for multiple firms to be selected, ensuring flexibility in workload distribution, responsiveness, and specialized services.

The performance requirements outlined in the RDP scope of work were thorough and emphasized quality, accessibility, and code compliance. Firms were expected to provide detailed and accurate plan reviews across all code disciplines, including structural, fire and life safety, accessibility, and energy codes, while maintaining strong communication with applicants and City staff. Key expectations included:

- Timely turnarounds on plan reviews, including rechecks and deferred submittals
- CASp-certified personnel for accessibility reviews
- In-person or virtual meeting attendance as needed
- Availability for on-call inspections and after-hours emergencies
- Coordination and documentation of digital submittals
- Monthly invoicing with itemized breakdowns

The firms selected - Bowman Infrastructure Engineering, Bureau Veritas, True North, BPR, 4Leaf, and Melad and Associates Inc. - were chosen for their proven experience, depth of qualified personnel, and ability to meet the City's expectations for quality, responsiveness, and compliance. Each firm demonstrated a strong understanding of the City's scope of work and a reliable track record of delivering similar services to other jurisdictions.

Melad and Associates Inc. was awarded a higher not-to-exceed amount as they are currently providing both plan review and staff augmentation services (building inspector) for the department and have demonstrated consistent performance and capacity to support the needs of the Department's Building Division.

This approach ensures the City has access to a flexible and highly qualified pool of consultants to maintain high standards of public safety and efficient development review. Over time, the department intends to narrow down the number of firms it works with based on their performance.

### **COORDINATION**

The agreements were approved as to form by the City Attorney's Office.

### **FISCAL IMPACT**

Funding for the proposed agreements was approved as part of the Community Development Department's FY 2025-2026 operating budget. The cost of these services will be offset by revenue generated from plan check fees. Consultants engaged in plan review services will be compensated at 60% of the plan check fees collected by the City. Five of the proposed agreements have an annual not to exceed value of \$100,000. The sixth firm, Melad, has a \$200,000 annual not to exceed amount in order to cover the cost of plan check services and the provision of hourly, on-call, building inspection support.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

- Agmt - Melad and Associates Inc



- Agmt - Bowman Infrastructure
- Agmt - Bureau Veritas
- Agmt - True North
- Agmt - 4 Leaf
- Agmt - BPR
- Contract Services RFP

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND MELAD AND ASSOCIATES, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Melad and Associates, a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".
4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
5. Agreement to Comply with California Labor Law Requirements. Consultant agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

\* \* \* \* \*

**GENERAL PROVISIONS**

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

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

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

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action,

proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
    - a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar

week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any

or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement, including all attached exhibits, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement solely with respect to projects assigned by the City on or after July 16, 2025. For any project assigned by the City prior to July 16, 2025, including any ongoing or future services performed in connection with such project, the terms of the Agreement between the City and Consultant dated April 2, 2024, shall continue to govern. Notwithstanding the foregoing, correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to



be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping.

Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

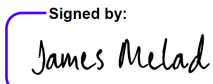
*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15<sup>th</sup> day of July, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

MELAD AND ASSOCIATES, INC.,  
a California corporation

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

Signed by:  
  
By: \_\_\_\_\_  
Name: James Melad  
Title: President

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## EXHIBIT "A"

### SCOPE OF WORK

#### I. CONSULTANT'S DUTIES

Consultant shall provide the following plan check and building inspection services for building improvements on an as-needed basis.

A. Plan Review: Upon City's request, attend meetings via electronic video conferencing, at City Hall, or at a job site to resolve plan check matters or questions. Review submitted plans or subsequent corrections by telephone, video conferencing, or email with the project's applicant, engineer/architect, and City staff. The mode of communication will be at City's discretion. Ensure the review is performed by a California registered/licensed professional who is within his/her respective field of competency. Ensure all plan check services are performed by a California licensed professional authorized to prepare and sign such plans.

1. Provide thorough and efficient plan review services for commercial, industrial, and complex residential projects as set forth below.
  - a. Review and recheck architectural, structural, grading, mechanical, plumbing, electrical, accessibility, Calgreen, energy plans, calculations, reports, and specifications for compliance with all applicable federal, state and local laws.
  - b. Recheck plans after the applicant has made corrections.
  - c. Review and recheck field changes and deferred submittals.
  - d. Review and recheck of any additional work on the project.
2. Ensure plan review complies with all laws, regulations, codes, ordinances, policies, and rules. Provide specific, detailed, complete plan review letter comments, and reference plan sheet numbers and code sections where applicable. Provide two copies (one hard copy and one electronic) of the plan check correction list to the City for each project reviewed.
3. Consider geo-technical reports, testing lab reports and any other in the plan review process.
4. Perform accelerated plan review.
5. Attend pre-submittal and design discussion meetings with the permit applicant as requested by the City.
6. Return telephone calls on the same day. Ensure a live person answers the City's telephone calls. Provide cell phone number to the City to ensure City shall be able to contact Consultant from 7:30 A.M. and 5:30 P.M.,

Monday through Friday (except holidays).

7. Provide plans pick up and drop off at the City at no charge to the City. Upon receipt of notification from the City, pick up the plans within 24 hours.
8. Review structural plans and ensure the review is performed by at least a registered Structural Engineer.
9. Ensure accessible plans are reviewed by at least a Certified Access Specialist (CASP).
10. Recommend which records the City must provide to the Consultant as described in Section II of this Exhibit "A". The research of and the familiarity with the records shall be Consultant's responsibility.
11. Comply with the schedule set forth below. The turnaround time shall be measured from the date Consultant receives the plan to the date the City receives the plan with Consultant's complete comments.

<b>Plan Check Review Timeframes (Workdays exclude Saturdays, Sundays, and City Holidays)</b>	
1. Tenant improvements 2. Single-family dwellings 3. Duplex dwellings	15 business days (initial review) 10 business days (recheck)
1. Residential additions/remodels 2. Accessory buildings/ADUs 3. Miscellaneous structures 4. Telecommunication facilities	10 business days (initial review) 7 business days (recheck)
1. New commercial/industrial buildings 2. Multifamily dwellings	20 business days (initial review), 15 business days (rechecks)
1. Seismic retrofits 2. Signs 3. Pools, walls, decks, and patio covers	5 business days (initial review) 5 business days (rechecks)
1. Shoring 2. MEPS (separate submittal only) 3. Revisions 4. Fire prevention systems	10 business days (initial review) 5 business days (rechecks)
Grading (separate submittal only)	10 business days (initial review) 10 business days (rechecks)
1. Solar systems 2. EV chargers 3. Battery backups	5 business days (initial review) 3 business days (rechecks)
<b><i>All timeframes assume Consultant provides the plan with complete comments.</i></b>	

- B. Inspections: Upon City's request, provide International Code Council ("ICC") or other certified and experienced inspectors to conduct inspections of all phases of construction to ensure compliance with approved plans, laws, regulations, codes, ordinances, policies, and rules, including but not limited to, those relating to structural integrity, fire and life safety, electrical, plumbing,

heating and air conditioning, energy conservation, handicap access, grading and site work. Contract inspection services includes enforcement of conditions and plan's requirements as approved by the City for which the permit was issued. At the request of the City, perform building inspections after hours. Ensure building inspectors perform after-hours stand-by emergency response in the event of any emergency, including but not limited to fires and accidents.

C. Additional Onsite Services: Upon City's written request. Consultant shall provide any of the following services:

1. Plan Check Engineer
2. Plans Examiner
3. Permit Technician
4. Building Official
5. Other staff as requested, such as a Planner, Fire Inspector, Analyst, or similar.

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

City will provide the Consultant with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in the City's files related work described herein.

## **EXHIBIT "B"**

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

**TERM.** The term of this Agreement shall commence on July 16, 2025 and expire June 30, 2029 ("Term"), unless otherwise terminated as herein provided. This Agreement may be renewed for a subsequent two year term subject to the same terms and conditions contained herein, at the sole discretion of the City, provided the City Community Development Director issues a written notice of renewal to the Consultant at least fifteen (15) days prior to the expiration of the then-current term. In no event shall the duration of this Agreement continue beyond six years from the commencement date unless both parties execute a written amendment.

## EXHIBIT “C”

### COMPENSATION

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

- I. **AMOUNT.** For any plan reviews, inspections, or additional onsite services requested by the City on or after July 16, 2025, the payment structure outlined in Sections I.A and I.B of this Exhibit “C” shall apply.

Any plan reviews, inspections, and additional services associated with those plan reviews and inspections, that were assigned by the City prior to July 16, 2025, regardless of whether such services are still ongoing, shall be compensated in accordance with the terms of the Agreement between the City and Consultant dated April 2, 2024.

- A. Plan Review Services. If City assigns Consultant to provide plan review services, Consultant shall be paid 60% of the plan check fees collected by the City for each assigned project, except where hourly rates apply as set forth in the tables below.

The applicable plan checks fees are established by the City’s Master Fee Schedule, as adopted and as may be amended from time to time by the City Council.

Consultant shall be responsible for accessing the plan check fee details for each assigned project through the City’s online portal at [redondobeachca.portal.iworq.net](http://redondobeachca.portal.iworq.net), and for using that information to determine the 60% allocation, as further described in Section III of this Exhibit “C”.

TYPE OF REVIEW	FEES
Complete Plan Review	60% of the fee established by the City (Plan review fees include the initial review and two additional re-checks). Additional hourly rate of \$90 will apply after the third review.
Accelerated Plan Review	Will be charged only when requested by the City, at the regular fee plus an additional 50% of the plan check fee.

Upon City’s prior written request and in lieu of complete building plan checks, separate model code checks may be approved by the City. The following fully burdened rates shall- apply.



<i>*In lieu of complete building plan checking, requests may be approved for separate model code checks, and fees may be applied accordingly.</i>	
Electrical/Title 24	\$90 per hour.
Mechanical/Title 24	\$90 per hour.
Plumbing	\$90 per hour.
Grading Plan Review	60 % of the fees to be established by the City or \$90 per hour with a minimum fee of \$360.

*\* Certain services, including additional plan review beyond the third re-check and model code checks, may be billed at hourly rates as specified in the foregoing tables. Where both a percentage based and hourly rate are referenced (e.g., Grading Plan Review), compensation shall be the lesser of the two methods.*

- B. Inspections and Additional Onsite Services. For any onsite services described in Sections I.B and I.C of Exhibit “A”, Consultant shall be compensated at the full burdened hourly rates set forth below:

**On Site Staffing and Capability and Rate Per Hour**

**Staffing Fee Schedule**

\*Charges are based on a minimum four hours upon each request of service.

\*Overtime hourly rates are based on a minimum of four hours upon each request of service. The hourly overtime rate is an additional 50% per hour.

POSITION	HOURLY RATE
Certified Building Official	\$150 per hour
In-House Plan Check Engineer	\$120 per hour
MEP Plan Reviewer	\$100 per hour
Combination Building Inspector	\$90 per hour
Senior Building Inspector	\$100 per hour
Permit/Plan Technician	\$90 per hour
CASp/Fire Plan Checker	\$100 per hour

- C. Travel Time Non-Compensable. Consultant shall not invoice for, and shall not be entitled to receive any compensation for time spent traveling to or from any location, including but not limited to project sites, meetings, or the City’s offices. All travel time shall be deemed part of the Consultant’s overhead and included within the fully burdened hourly rates or fixed fees set forth in this Exhibit “C”. This restriction applies regardless of distance traveled, mode of transportation, or time of day.

- II. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, in no event shall the total amount paid to Consultant exceed \$200,000 during the Term.
- III. **METHOD OF PAYMENT.** Consultant shall submit monthly invoices, based on the services performed in the preceding month, for City approval and payment. Invoices must be itemized and include:

- A. Project identification
- B. Total plan check fee collected by the City
- C. Consultant's 60% share of that collected amount.
- D. Number and type of reviews performed
- E. Date of service.
- F. Staff title.
- G. Type of review.
- H. Applicable hourly rate (if applicable).
- I. Number of hours worked (if applicable).
- J. Corresponding amount.
- K. Total amount.
- L. Any City approved subcontractor invoices.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within forty-five (45) days of receipt of the invoice; provided, however, that the services are completed to the City's full satisfaction and there is no dispute over the amount.
- V. **NOTICE.** Written notices to City and Consultant shall be given by email, registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Melad and Associates, Inc.  
 8907 Warner Ave, Ste 161  
 Huntington Beach, CA 92646  
 Attention: James Melad  
 Email: [Jmelad@meladinc.com](mailto:Jmelad@meladinc.com)

City: City of Redondo Beach  
 Community Development Department, Building Division  
 415 Diamond Street  
 Redondo Beach, CA 90277  
 Attention: Mercedes Amely Program Coordinator  
 Email: [mercedes.amely@redondo.org](mailto:mercedes.amely@redondo.org)

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

## **EXHIBIT “D”**

### **INSURANCE REQUIREMENTS FOR CONSULTANTS**

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

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

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

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

Employer’s Liability Insurance.

#### **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

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

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

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

#### **Deductibles and Self-Insured Retentions**

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

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

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

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

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

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

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

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

#### Acceptability of Insurers

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

### Verification of Coverage

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

### Subcontractors

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

### Risk Management

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

## **EXHIBIT "E"**

### **AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

11. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless, and defend (at Consultant's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/2025

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

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

<b>PRODUCER</b> Rubin Insurance Agency 5075 Shoreham Place Suite 100  San Diego CA 92122	<b>CONTACT NAME:</b> Mindy Nguyen <b>PHONE (A/C, No, Ext):</b> (858) 457-5720 <b>E-MAIL ADDRESS:</b> mindy@rubinsurance.com <b>FAX (A/C, No):</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Underwriters Insurance Company <b>INSURER B:</b> Travelers Casualty & Surety Company of America <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 30104 31194     
<b>INSURED</b> Melad and Associates, Inc 8907 Warner Ave Ste 161  Huntington Beach CA 92646		

**COVERAGES****CERTIFICATE NUMBER:** 25/26 MASTER**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		72SBABL9D3U	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72SBABL9D3U	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			72SBABL9D3U	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Retention \$10,000			106277568	04/13/2025	04/13/2026	Aggregate 2,000,000 Per Claim 2,000,000

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

[Job #: CITYO27 Job Type: ]  
City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are named as additional insured with respects to general liability of the named insured. General liability additional insured endorsement SL3042(1018) attached. Blanket general liability primary and non-contributory wording included by written contract per form SL0000(1018) attached.

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach Dept of Engineering 415 Diamond St Redondo Beach CA 90277	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

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

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

**Designated Person Or Organization**

- a. The person(s) or organization(s) shown in the Declarations as Additional Insured – Designated Person Or Organization is also an additional insured, 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.
- b. If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.
- c. The insurance afforded to these additional insureds only applies to the extent permitted by law.

**B. With respect to the insurance afforded such additional insured(s) by this endorsement, the following additional exclusion is added to Section B. EXCLUSIONS:**

This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”.



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

### **3. Legal action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### **4. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### **5. Representations**

#### **a. When You Accept This Policy**

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

#### **b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### **6. Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### **a. Primary Insurance**

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### **b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### **(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

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

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

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

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

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

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## **7. Transfer Of Rights Of Recovery Against Others To Us**

### **a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

### **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

## **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
  - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
  - a. Injury;
  - b. Sickness; or
  - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in **a.** above;
    - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND BOWMAN INFRASTRUCTURE ENGINEERS LTD.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Bowman Infrastructure Engineers LTD., a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".
4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
5. Agreement to Comply with California Labor Law Requirements. Consultant agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

\* \* \* \* \*

**GENERAL PROVISIONS**

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement.

Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

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

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

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the

business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all



claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
    - a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day

during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
- 18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
- 19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the

City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement, including all attached exhibits, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement solely with respect to projects assigned by the City on or after July 16, 2025. For any project assigned by the City prior to July 16, 2025, including any ongoing or future services performed in connection with such project, the terms of the Agreement between the City and Consultant dated April 2, 2024, shall continue to govern. Notwithstanding the foregoing, correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30)

days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

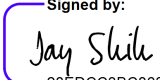
*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15<sup>th</sup> day of July, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

BOWMAN INFRASTRUCTURE ENGINEERS  
LTD., a California corporation

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

Signed by:  
  
28EDCC3BC8634B5...  
By: \_\_\_\_\_  
Name: Jay Shih  
Title: Principal of Building & Safety

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## EXHIBIT "A"

### SCOPE OF WORK

#### I. CONSULTANT'S DUTIES

Consultant shall provide the following plan check and building inspection services for building improvements on an as-needed basis.

A. Plan Review: Upon City's request, attend meetings via electronic video conferencing, at City Hall, or at a job site to resolve plan check matters or questions. Review submitted plans or subsequent corrections by telephone, video conferencing, or email with the project's applicant, engineer/architect, and City staff. The mode of communication will be at City's discretion. Ensure the review is performed by a California registered/licensed professional who is within his/her respective field of competency. Ensure all plan check services are performed by a California licensed professional authorized to prepare and sign such plans.

1. Provide thorough and efficient plan review services for commercial, industrial, and complex residential projects as set forth below.
  - a. Review and recheck architectural, structural, grading, mechanical, plumbing, electrical, accessibility, Calgreen, energy plans, calculations, reports, and specifications for compliance with all applicable federal, state and local laws.
  - b. Recheck plans after the applicant has made corrections.
  - c. Review and recheck field changes and deferred submittals.
  - d. Review and recheck of any additional work on the project.
2. Ensure plan review complies with all laws, regulations, codes, ordinances, policies, and rules. Provide specific, detailed, complete plan review letter comments, and reference plan sheet numbers and code sections where applicable. Provide two copies (one hard copy and one electronic) of the plan check correction list to the City for each project reviewed.
3. Consider geo-technical reports, testing lab reports and any other in the plan review process.
4. Perform accelerated plan review.
5. Attend pre-submittal and design discussion meetings with the permit applicant as requested by the City.
6. Return telephone calls on the same day. Ensure a live person answers the City's telephone calls. Provide cell phone number to the City to ensure City shall be able to contact Consultant from 7:30 A.M. and 5:30 P.M.,

Monday through Friday (except holidays).

7. Provide plans pick up and drop off at the City at no charge to the City. Upon receipt of notification from the City, pick up the plans within 24 hours.
8. Review structural plans and ensure the review is performed by at least a registered Structural Engineer.
9. Ensure accessible plans are reviewed by at least a Certified Access Specialist (CASP).
10. Recommend which records the City must provide to the Consultant as described in Section II of this Exhibit "A". The research of and the familiarity with the records shall be Consultant's responsibility.
11. Comply with the schedule set forth below. The turnaround time shall be measured from the date Consultant receives the plan to the date the City receives the plan with Consultant's complete comments.

<b>Plan Check Review Timeframes (Workdays exclude Saturdays, Sundays, and City Holidays)</b>	
1. Tenant improvements 2. Single-family dwellings 3. Duplex dwellings	15 business days (initial review) 10 business days (recheck)
1. Residential additions/remodels 2. Accessory buildings/ADUs 3. Miscellaneous structures 4. Telecommunication facilities	10 business days (initial review) 7 business days (recheck)
1. New commercial/industrial buildings 2. Multifamily dwellings	20 business days (initial review), 15 business days (rechecks)
1. Seismic retrofits 2. Signs 3. Pools, walls, decks, and patio covers	5 business days (initial review) 5 business days (rechecks)
1. Shoring 2. MEPS (separate submittal only) 3. Revisions 4. Fire prevention systems	10 business days (initial review) 5 business days (rechecks)
Grading (separate submittal only)	10 business days (initial review) 10 business days (rechecks)
1. Solar systems 2. EV chargers 3. Battery backups	5 business days (initial review) 3 business days (rechecks)
<b><i>All timeframes assume Consultant provides the plan with complete comments.</i></b>	

- B. Inspections: Upon City's request, provide International Code Council ("ICC") or other certified and experienced inspectors to conduct inspections of all phases of construction to ensure compliance with approved plans, laws, regulations, codes, ordinances, policies, and rules, including but not limited to, those relating to structural integrity, fire and life safety, electrical, plumbing, heating and air conditioning, energy conservation, handicap access, grading



and site work. Contract inspection services includes enforcement of conditions and plan's requirements as approved by the City for which the permit was issued. At the request of the City, perform building inspections after hours. Ensure building inspectors perform after-hours stand-by emergency response in the event of any emergency, including but not limited to fires and accidents.

C. Additional Onsite Services: Upon City's written request. Consultant shall provide any of the following services:

1. Plan Check Engineer
2. Plans Examiner
3. Permit Technician
4. Building Official
5. Other staff as requested, such as a Planner, Fire Inspector, Analyst, or similar.

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

City will provide the Consultant with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in the City's files related work described herein.

## **EXHIBIT "B"**

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

**TERM.** The term of this Agreement shall commence on July 15, 2025 and expire June 30, 2029 ("Term"), unless otherwise terminated as herein provided. This Agreement may be renewed for a subsequent two year term subject to the same terms and conditions contained herein, at the sole discretion of the City, provided the City Community Development Director issues a written notice of renewal to the Consultant at least fifteen (15) days prior to the expiration of the then-current term. In no event shall the duration of this Agreement continue beyond six years from the commencement date unless both parties execute a written amendment.

## EXHIBIT “C”

### COMPENSATION

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

- I. **AMOUNT.** For any plan reviews, inspections, or additional onsite services requested by the City on or after July 16, 2025, the payment structure outlined in Sections I.A and I.B of this Exhibit “C” shall apply.

Any plan reviews, inspections, and additional services associated with those plan reviews and inspections, that were assigned by the City prior to July 16, 2025, regardless of whether such services are still ongoing, shall be compensated in accordance with the terms of the Agreement between the City and Consultant dated April 2, 2024.

- A. **Plan Review Services.** If City assigns Consultant to provide plan review services, Consultant shall be paid 60% of the plan check fees collected by the City for each assigned project, except for accelerated plan reviews and revisions to approved plans as follows:

Service Type	Compensation Rate
Accelerated Plan Review	Upon City’s request, Consultant shall perform accelerated plan review services and shall be compensated at a rate not to exceed 1.5 times the applicable plan check fee.
Revisions to Approved Plans	Consultant shall be compensated at an hourly rate of \$125 for any revisions to previously approved plans

The applicable plan checks fees are established by the City’s Master Fee Schedule, as adopted and as may be amended from time to time by the City Council.

Consultant shall be responsible for accessing the plan check fee details for each assigned project through the City’s online portal at [redondobeachca.portal.iworq.net](https://redondobeachca.portal.iworq.net), and for using that information to determine the 60% allocation, as further described in Section III of this Exhibit “C”.

- B. **Inspections and Additional Onsite Services.** For any onsite services described in Sections I.B and I.C of Exhibit “A”, Consultant shall be compensated at the full burdened hourly rates set forth below:

Onsite Staffing Augmentation	Hourly Rate	Comments
Plan Check Engineer	\$ 120	
Plans Examiner	\$ 100	
CASp Inspector	\$ 100	
Building Inspector	\$ 100	
Senior Building Inspector	\$ 125	At the request of the City, building inspection may be performed after hours at a rate 1 ½ times this hourly rate.
Permit Technician	\$ 85	
Building Official	\$ 145	
Associate Planner, Fire Plan Examiner, Fire Inspector, Management Analyst, etc	\$ 100	

#### After Hours Building Inspection

At the request of the City, and upon the availability of Bowman building inspectors, building inspection will be performed after hours at a rate not to exceed 1 ½ times the agreed upon hourly rate. In addition, Bowman building inspectors will perform after-hours stand-by emergency response in the event of fires, accidents, etc.

- C. Travel Time Non-Compensable.** Consultant shall not invoice for, and shall not be entitled to receive any compensation for time spent traveling to or from any location, including but not limited to project sites, meetings, or the City's offices. All travel time shall be deemed part of the Consultant's overhead and included within the fully burdened hourly rates or fixed fees set forth in this Exhibit "C". This restriction applies regardless of distance traveled, mode of transportation, or time of day.
- II. NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, in no event shall the total amount paid to Consultant exceed \$100,000 during the Term.
- III. METHOD OF PAYMENT.** Consultant shall submit monthly invoices, based on the services performed in the preceding month, for City approval and payment. Invoices must be itemized and include:
- A. Project identification
  - B. Total plan check fee collected by the City
  - C. Consultant's 60% share of that collected amount.
  - D. Number and type of reviews performed
  - E. Date of service.
  - F. Staff title.
  - G. Type of review.
  - H. Applicable hourly rate (if applicable).
  - I. Number of hours worked (if applicable).
  - J. Corresponding amount.
  - K. Total amount.
  - L. Any City approved subcontractor invoices.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within forty-five (45) days of receipt of the invoice; provided, however, that the services are completed to the City's full satisfaction and there is no dispute over the amount.
- V. **NOTICE.** Written notices to City and Consultant shall be given by email, registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Bowman Infrastructure Engineers Ltd.  
12355 Sunrise Valley Drive, Suite 520  
Reston, VA 20191  
Attention: Jay Shih  
Email: [Jshih@bowman.com](mailto:Jshih@bowman.com)

City: City of Redondo Beach  
Community Development Department, Building Division  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Mercedes Amely Program Coordinator  
Email: [mercedes.amely@redondo.org](mailto:mercedes.amely@redondo.org)

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

## **EXHIBIT “D”**

### **INSURANCE REQUIREMENTS FOR CONSULTANTS**

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

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

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

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

Employer’s Liability Insurance.

#### **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

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

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

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

#### **Deductibles and Self-Insured Retentions**

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

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

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

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

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

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

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

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

#### Acceptability of Insurers

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

### Verification of Coverage

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

### Subcontractors

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

### Risk Management

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



## **EXHIBIT "E"**

### **AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

11. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless, and defend (at Consultant's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2024

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

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

<b>PRODUCER</b> Klein Agency, LLC P.O. Box 219  Timonium MD 21094		<b>CONTACT NAME:</b> Certificates <b>PHONE (A/C, No, Ext):</b> (410)832-7600 <b>FAX (A/C, No):</b> (410)832-1849 <b>E-MAIL ADDRESS:</b> certs@kleinagencyllc.com	
<b>INSURED</b>  Bowman Consulting Group Ltd. 12355 Sunrise Valley Drive, Suite 520 Reston VA 20191		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Charter Oak Fire Insurance Co <b>INSURER B:</b> Travelers Indemnity Co. of Am <b>INSURER C:</b> Travelers Property Casualty Co. of America <b>INSURER D:</b> Berkshire Hathaway Specialty Insurance <b>INSURER E:</b> Beazley Insurance Company <b>INSURER F:</b>	
		<b>NAIC #</b> 25615 25666 25674 22276 37540	

**COVERAGES****CERTIFICATE NUMBER:** 24-25 Main**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	630-6J047645-COF-24	08/31/2024	08/31/2025	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-8T020319-24-43	08/31/2024	08/31/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP-6J395074-24-23	08/31/2024	08/31/2025	EACH OCCURRENCE	\$ 25,000,000	
							AGGREGATE	\$ 25,000,000	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	UB-6J317115-24-43-G	08/31/2024	08/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
D/E	Primary Professional & Pollution Liab / Excess Professional & Pollution Liab			47EPP33066602/V3349C240301	08/31/2024	08/31/2025	Each Claim/Aggregate	\$5,000,000	
							Excess Each Claim/Aggr.	\$5,000,000	

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

Endorsements CGD604, CGD379, CGD414, CAT474, CAF129, WC000313 are attached. If required by an insured written contract, executed prior to any loss, City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are an Additional Insured on a primary and non-contributory basis under the General and Auto Liability Policies. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for General, Auto, and Workers Compensation Policies. Umbrella Policy follows form over General, Auto, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non-payment.

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach 415 Diamond Street  Redondo Beach CA 90277	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA BUSINESS AUTO COVERAGE EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |  |
|--|--|
| <p><b>A. BROAD FORM NAMED INSURED</b></p> <p><b>B. BLANKET ADDITIONAL INSURED</b></p> <p><b>C. EMPLOYEE HIRED AUTO</b></p> <p><b>D. EMPLOYEES AS INSURED</b></p> <p><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></p> <p><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></p> <p><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></p> | <p><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></p> <p><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></p> <p><b>J. PERSONAL EFFECTS</b></p> <p><b>K. AIRBAGS</b></p> <p><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></p> <p><b>M. BLANKET WAIVER OF SUBROGATION</b></p> |
|--|--|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and

that is in effect during the policy period, to name as an additional insured for Covered Auto Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **D. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

#### **E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE** :
  - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE** :
  - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### **F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you

lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
  - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
  - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
  - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.
  - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL EFFECTS**

The following additional coverage is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Effects**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

This Personal Effects limit does not apply to "loss" to the covered "auto" or its equipment.

No deductibles apply to this Personal Effects coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS** :

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

## COMMERCIAL AUTO

- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

### **M. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



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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 any one not named in the Schedule.

### **SCHEDULE**

#### **DESIGNATED PERSON:**

#### **DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

**b.** The insurance provided to such additional insured does not apply to:

**(1)** Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b)** Supervisory, inspection, architectural or engineering activities.

**(2)** Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

**c.** The additional insured must comply with the following duties:

**(1)** Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a)** How, when and where the "occurrence" or offense took place;
- (b)** The names and addresses of any injured persons and witnesses; and
- (c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

**(2)** If a claim is made or "suit" is brought against the additional insured:

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
- (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

**(3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

**(4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- i. How, when and where the "occurrence" or offense took place ;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
  - i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A.</b> Non-Owned Watercraft – 75 Feet Long Or Less</li> <li><b>B.</b> Who Is An Insured – Unnamed Subsidiaries</li> <li><b>C.</b> Who Is An Insured – Retired Partners, Members, Directors And Employees</li> <li><b>D.</b> Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</li> <li><b>E.</b> Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li><b>F.</b> Blanket Additional Insured – Controlling Interest</li> <li><b>G.</b> Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> </ul> | <ul style="list-style-type: none"> <li><b>H.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> <li><b>I.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li><b>J.</b> Incidental Medical Malpractice</li> <li><b>K.</b> Medical Payments – Increased Limit</li> <li><b>L.</b> Amendment Of Excess Insurance Condition – Professional Liability</li> <li><b>M.</b> Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</li> <li><b>N.</b> Contractual Liability – Railroads</li> </ul> |
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### **PROVISIONS**

#### **A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
  - (2) A watercraft you do not own that is:
    - (a) 75 feet long or less; and
    - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
  - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

#### **B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

**C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED:**

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

**(1) "Bodily injury":**

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**(2) "Personal injury":**

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

**(3) "Property damage" to property:**

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,



subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

#### **H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

#### **I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

#### **J. INCIDENTAL MEDICAL MALPRACTICE**

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, 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, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND BUREAU VERITAS NORTH AMERICA, INC.**

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

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".
4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
5. Agreement to Comply with California Labor Law Requirements. Consultant agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

\* \* \* \* \*

**GENERAL PROVISIONS**

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement.

Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

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

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

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the

business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all

claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
    - a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day



during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
- 18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
- 19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the

City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement, including all attached exhibits, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement solely with respect to projects assigned by the City on or after July 16, 2025. For any project assigned by the City prior to July 16, 2025, including any ongoing or future services performed in connection with such project, the terms of the Agreement between the City and Consultant dated April 2, 2024, shall continue to govern. Notwithstanding the foregoing, correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30)

days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

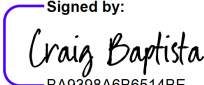
*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15<sup>th</sup> day of July, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

BUREAU VERITAS NORTH AMERICA, INC.,  
a Delaware corporation

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

Signed by:  
  
BA9398A6B6514BE...  
By: Craig Baptista  
Name: \_\_\_\_\_  
Title: Vice President

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## EXHIBIT "A"

### SCOPE OF WORK

#### I. CONSULTANT'S DUTIES

Consultant shall provide the following plan check and building inspection services for building improvements on an as-needed basis.

A. Plan Review: Upon City's request, attend meetings via electronic video conferencing, at City Hall, or at a job site to resolve plan check matters or questions. Review submitted plans or subsequent corrections by telephone, video conferencing, or email with the project's applicant, engineer/architect, and City staff. The mode of communication will be at City's discretion. Ensure the review is performed by a California registered/licensed professional who is within his/her respective field of competency. Ensure all plan check services are performed by a California licensed professional authorized to prepare and sign such plans.

1. Provide thorough and efficient plan review services for commercial, industrial, and complex residential projects as set forth below.
  - a. Review and recheck architectural, structural, grading, mechanical, plumbing, electrical, accessibility, Calgreen, energy plans, calculations, reports, and specifications for compliance with all applicable federal, state and local laws.
  - b. Recheck plans after the applicant has made corrections.
  - c. Review and recheck field changes and deferred submittals.
  - d. Review and recheck of any additional work on the project.
2. Ensure plan review complies with all laws, regulations, codes, ordinances, policies, and rules. Provide specific, detailed, complete plan review letter comments, and reference plan sheet numbers and code sections where applicable. Provide two copies (one hard copy and one electronic) of the plan check correction list to the City for each project reviewed.
3. Consider geo-technical reports, testing lab reports and any other in the plan review process.
4. Perform accelerated plan review.
5. Attend pre-submittal and design discussion meetings with the permit applicant as requested by the City.
6. Return telephone calls on the same day. Ensure a live person answers the City's telephone calls. Provide cell phone number to the City to ensure City shall be able to contact Consultant from 7:30 A.M. and 5:30 P.M.,

Monday through Friday (except holidays).

7. Provide plans pick up and drop off at the City at no charge to the City. Upon receipt of notification from the City, pick up the plans within 24 hours.
8. Review structural plans and ensure the review is performed by at least a registered Structural Engineer.
9. Ensure accessible plans are reviewed by at least a Certified Access Specialist (CAsp).
10. Recommend which records the City must provide to the Consultant as described in Section II of this Exhibit "A". The research of and the familiarity with the records shall be Consultant's responsibility.
11. Comply with the schedule set forth below. The turnaround time shall be measured from the date Consultant receives the plan to the date the City receives the plan with Consultant's complete comments.

<b>Plan Check Review Timeframes (Workdays exclude Saturdays, Sundays, and City Holidays)</b>	
1. Tenant improvements 2. Single-family dwellings 3. Duplex dwellings	15 business days (initial review) 10 business days (recheck)
1. Residential additions/remodels 2. Accessory buildings/ADUs 3. Miscellaneous structures 4. Telecommunication facilities	10 business days (initial review) 7 business days (recheck)
1. New commercial/industrial buildings 2. Multifamily dwellings	20 business days (initial review), 15 business days (rechecks)
1. Seismic retrofits 2. Signs 3. Pools, walls, decks, and patio covers	5 business days (initial review) 5 business days (rechecks)
1. Shoring 2. MEPS (separate submittal only) 3. Revisions 4. Fire prevention systems	10 business days (initial review) 5 business days (rechecks)
Grading (separate submittal only)	10 business days (initial review) 10 business days (rechecks)
1. Solar systems 2. EV chargers 3. Battery backups	5 business days (initial review) 3 business days (rechecks)
<b><i>All timeframes assume Consultant provides the plan with complete comments.</i></b>	

- B. Inspections: Upon City's request, provide International Code Council ("ICC") or other certified and experienced inspectors to conduct inspections of all phases of construction to ensure compliance with approved plans, laws, regulations, codes, ordinances, policies, and rules, including but not limited to, those relating to structural integrity, fire and life safety, electrical, plumbing,

heating and air conditioning, energy conservation, handicap access, grading and site work. Contract inspection services includes enforcement of conditions and plan's requirements as approved by the City for which the permit was issued. At the request of the City, perform building inspections after hours. Ensure building inspectors perform after-hours stand-by emergency response in the event of any emergency, including but not limited to fires and accidents.

C. Additional Onsite Services: Upon City's written request. Consultant shall provide any of the following services:

1. Plan Check Engineer
2. Plans Examiner
3. Permit Technician
4. Building Official
5. Other staff as requested, such as a Planner, Fire Inspector, Analyst, or similar.

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

City will provide the Consultant with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in the City's files related work described herein.



## **EXHIBIT "B"**

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

**TERM.** The term of this Agreement shall commence on July 16, 2025 and expire June 30, 2029 ("Term"), unless otherwise terminated as herein provided. This Agreement may be renewed for a subsequent two year term subject to the same terms and conditions contained herein, at the sole discretion of the City, provided the City Community Development Director issues a written notice of renewal to the Consultant at least fifteen (15) days prior to the expiration of the then-current term. In no event shall the duration of this Agreement continue beyond six years from the commencement date unless both parties execute a written amendment.

## EXHIBIT “C”

### COMPENSATION

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

- I. **AMOUNT.** For any plan reviews, inspections, or additional onsite services requested by the City on or after July 16, 2025, the payment structure outlined in Sections I.A and I.B of this Exhibit “C” shall apply.

Any plan reviews, inspections, and additional services associated with those plan reviews and inspections, that were assigned by the City prior to July 16, 2025, regardless of whether such services are still ongoing, shall be compensated in accordance with the terms of the Agreement between the City and Consultant dated April 2, 2024.

- A. **Plan Review Services.** If City assigns Consultant to provide plan review services, Consultant shall be paid 58% of the plan check fees collected by the City for each assigned project, except where hourly rates apply as set forth in the tables set forth in Section I.B below.

The applicable plan checks fees are established by the City’s Master Fee Schedule, as adopted and as may be amended from time to time by the City Council.

Consultant shall be responsible for accessing the plan check fee details for each assigned project through the City’s online portal at [redondobeachca.portal.iworq.net](https://redondobeachca.portal.iworq.net), and for using that information to determine the 58% allocation, as further described in Section III of this Exhibit “C”.

- B. **Inspections and Additional Onsite Services.** For any onsite services described in Sections I.B and I.C of Exhibit “A”, Consultant shall be compensated at the full burdened hourly rates set forth below:

HOURLY RATES FOR ADDITIONAL PLAN CHECK SERVICES	
Staff Level Classifications:	Hourly Billing Rate
Building Plan Review Engineer (SE) / Fire Protection Engineer	\$145
Building Plan Review Engineer (PE) / MEP Engineer	\$135
Civil/Grading Plan Review /Soil Report Review	\$160
Building Plans Examiner	\$120
CASp Plan Review	\$130
Fire Plans Examiner	\$130
Administrative / Clerical	\$65
HOURLY RATES FOR ONSITE SERVICES	
Deputy Building Official	\$150
Senior Building Inspector	\$115
Building Inspector	\$100
Permit Technician	\$75
CASp Inspector, ADA Assessments	\$155
Fire Inspector	\$135

- On-site hourly services to be invoiced a minimum of 2 hours per day on-site services are provided.
- Pre-submittal and design discussion meetings with permit applicant as requested by the City shall be compensated at the rate of one (1) hour of straight time compensation and does not include travel time.
- Revisions, Additional Reviews After Approval to be invoiced hourly.
- Fast track / Expedited plan reviews and emergency services shall be an additional 1.5 times the fees shown above.
- Overtime (OT) will be charged at 1.5 times the standard hourly rate; hours worked on a designated holiday will be charged at the appropriate OT rate. No overtime will be charged without approval.
- Hourly rates subject to annual adjustment in accordance with CPI from Engineering News Record (ENR) with the City's prior approval.
- Services to be invoiced monthly. Special project pricing to be provided depending on service/scope on a per project basis.

**C. Travel Time Non-Compensable.** Consultant shall not invoice for, and shall not be entitled to receive any compensation for time spent traveling to or from any location, including but not limited to project sites, meetings, or the City's offices. All travel time shall be deemed part of the Consultant's overhead and included within the fully burdened hourly rates or fixed fees set forth in this Exhibit "C". This restriction applies regardless of distance traveled, mode of transportation, or time of day.

**II. NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, in no event shall the total amount paid to Consultant exceed \$100,000 during the Term.

**III. METHOD OF PAYMENT.** Consultant shall submit monthly invoices, based on the services performed in the preceding month, for City approval and payment. Invoices must be itemized and include:

- Project identification
- Total plan check fee collected by the City
- Consultant's 58% share of that collected amount.
- Number and type of reviews performed
- Date of service.
- Staff title.
- Type of review.
- Applicable hourly rate (if applicable).

- I. Number of hours worked (if applicable).
- J. Corresponding amount.
- K. Total amount.
- L. Any City approved subcontractor invoices.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within forty-five (45) days of receipt of the invoice; provided, however, that the services are completed to the City's full satisfaction and there is no dispute over the amount.
- V. **NOTICE.** Written notices to City and Consultant shall be given by email, registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Bureau Veritas North America, Inc.  
16800 Greenspoint Park Drive, STE 300S  
Houston TX 77060  
Attention: Craig Baptista  
Email: [craig.baptista@bureauveritas.com](mailto:craig.baptista@bureauveritas.com)

City: City of Redondo Beach  
Community Development Department, Building Division  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Mercedes Amely Program Coordinator  
Email: [mercedes.amely@redondo.org](mailto:mercedes.amely@redondo.org)

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

## **EXHIBIT “D”**

### **INSURANCE REQUIREMENTS FOR CONSULTANTS**

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

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

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

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

Employer’s Liability Insurance.

#### **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

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

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

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

#### **Deductibles and Self-Insured Retentions**

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

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

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

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

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

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

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

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

#### Acceptability of Insurers

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

### Verification of Coverage

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

### Subcontractors

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

### Risk Management

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

## **EXHIBIT "E"**

### **AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

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

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

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

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

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

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

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



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

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

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

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

11. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless, and defend (at Consultant's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/21/2025

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Aon Risk Services Northeast, Inc. NY NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> 866-283-7122	<b>FAX (A/C. No.):</b> 800-363-0105
<b>INSURED</b> Bureau Veritas North America, Inc. 16800 Greenspoint Park Drive Suite 300S Houston TX 77060 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Hartford Fire Insurance Co.	19682
	<b>INSURER B:</b> Allianz Global Risks US Insurance Co.	35300
	<b>INSURER C:</b> Trumbull Insurance Company	27120
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 570112657004 **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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			USL00159325 SIR applies per policy terms & conditions	01/01/2025	01/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			10 AB S41202 AOS	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	10WNS41200 See State Policy Addendum	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	<input checked="" type="checkbox"/> Architects & Engineers Professional			USF00248025 Claims Made SIR applies per policy terms & conditions	01/01/2025	01/01/2026	Each Claim \$1,000,000 Aggregate \$1,000,000

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

The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability policies. The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions.

<b>CERTIFICATE HOLDER</b>  City of Redondo Beach 415 Diamond St. Redondo Beach CA 90277 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Northeast, Inc.</i>
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# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Bureau Veritas North America, Inc.	
POLICY NUMBER See Certificate Number: 570112657004			
CARRIER See Certificate Number: 570112657004	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation/Employers Liability

10WNS41200 01/01/25-01/01/26 Trumbull Insurance AR,DC,IN,LA,NE,RI,UT  
 10WNS41200 01/01/25-01/01/26 Twin City Fire Insurance Company FL,ND,OH,WA,WY  
 10WNS41200 01/01/25-01/01/26 Hartford Insurance Company of the Midwest AK,ID  
 10WNS41200 01/01/25-01/01/26 Hartford Casualty Insurance Company MO,WV  
 10WNS41200 01/01/25-01/01/26 Nutmeg Insurance Company CT,IL  
 10WNS41200 01/01/25-01/01/26 Hartford Fire Insurance Company NH,OR,PA  
 10WNS41200 01/01/25-01/01/26 Hartford Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT  
 10WNS41200 01/01/25-01/01/26 Property & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC  
 10WNS41200 01/01/25-01/01/26 Hartford Insurance Company of Illinois TX  
 10WNS41200 01/01/25-01/01/26 Hartford Insurance Company of the Southeast KS,MD  
 10WNS41200 01/01/25-01/01/26 Hartford Underwriters Insurance Company AZ,HI, NC,NJ,SD,VA  
 10WNS41200 01/01/25-01/01/26 Sentinel Insurance Company, Limited IA,NM,NV,OK  
 10WBRS41201 01/01/25-01/01/26 Twin City Fire Insurance Company WI  
 10WBRS41201 01/01/25-01/01/26 Sentinel Insurance Company, Limited MA

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND TRUE NORTH COMPLIANCE SERVICES, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and True North Compliance Services, Inc., a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".
4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
5. Agreement to Comply with California Labor Law Requirements. Consultant agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

\* \* \* \* \*

**GENERAL PROVISIONS**

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement.

Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

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

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

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the

business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all

claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
    - a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day



during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
- 18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
- 19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the

City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement.

Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15<sup>th</sup> day of July, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

TRUE NORTH COMPLIANCE SERVICES,  
INC., a California corporation

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

Signed by:  
  
B9047B67823F401...  
By: Isam Hasenin  
Name: \_\_\_\_\_  
Title: President

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## EXHIBIT "A"

### SCOPE OF WORK

#### I. CONSULTANT'S DUTIES

Consultant shall provide the following plan check and building inspection services for building improvements on an as-needed basis.

A. Plan Review: Upon City's request, attend meetings via electronic video conferencing, at City Hall, or at a job site to resolve plan check matters or questions. Review submitted plans or subsequent corrections by telephone, video conferencing, or email with the project's applicant, engineer/architect, and City staff. The mode of communication will be at City's discretion. Ensure the review is performed by a California registered/licensed professional who is within his/her respective field of competency. Ensure all plan check services are performed by a California licensed professional authorized to prepare and sign such plans.

1. Provide thorough and efficient plan review services for commercial, industrial, and complex residential projects as set forth below.
  - a. Review and recheck architectural, structural, grading, mechanical, plumbing, electrical, accessibility, Calgreen, energy plans, calculations, reports, and specifications for compliance with all applicable federal, state and local laws.
  - b. Recheck plans after the applicant has made corrections.
  - c. Review and recheck field changes and deferred submittals.
  - d. Review and recheck of any additional work on the project.
2. Ensure plan review complies with all laws, regulations, codes, ordinances, policies, and rules. Provide specific, detailed, complete plan review letter comments, and reference plan sheet numbers and code sections where applicable. Provide two copies (one hard copy and one electronic) of the plan check correction list to the City for each project reviewed.
3. Consider geo-technical reports, testing lab reports and any other in the plan review process.
4. Perform accelerated plan review.
5. Attend pre-submittal and design discussion meetings with the permit applicant as requested by the City.
6. Return telephone calls on the same day. Ensure a live person answers the City's telephone calls. Provide cell phone number to the City to ensure City shall be able to contact Consultant from 7:30 A.M. and 5:30 P.M.,

Monday through Friday (except holidays).

7. Provide plans pick up and drop off at the City at no charge to the City. Upon receipt of notification from the City, pick up the plans within 24 hours.
8. Review structural plans and ensure the review is performed by at least a registered Structural Engineer.
9. Ensure accessible plans are reviewed by at least a Certified Access Specialist (CASP).
10. Recommend which records the City must provide to the Consultant as described in Section II of this Exhibit "A". The research of and the familiarity with the records shall be Consultant's responsibility.
11. Comply with the schedule set forth below. The turnaround time shall be measured from the date Consultant receives the plan to the date the City receives the plan with Consultant's complete comments.

<b>Plan Check Review Timeframes (Workdays exclude Saturdays, Sundays, and City Holidays)</b>	
1. Tenant improvements	15 business days (initial review)
2. Single-family dwellings	10 business days (recheck)
3. Duplex dwellings	
1. Residential additions/remodels	10 business days (initial review)
2. Accessory buildings/ADUs	7 business days (recheck)
3. Miscellaneous structures	
4. Telecommunication facilities	
1. New commercial/industrial buildings	20 business days (initial review),
2. Multifamily dwellings	15 business days (rechecks)
1. Seismic retrofits	5 business days (initial review)
2. Signs	5 business days (rechecks)
3. Pools, walls, decks, and patio covers	
1. Shoring	10 business days (initial review)
2. MEPS (separate submittal only)	5 business days (rechecks)
3. Revisions	
4. Fire prevention systems	
Grading (separate submittal only)	10 business days (initial review)
	10 business days (rechecks)
1. Solar systems	5 business days (initial review)
2. EV chargers	3 business days (rechecks)
3. Battery backups	
<b><i>All timeframes assume Consultant provides the plan with complete comments.</i></b>	

- B. Inspections: Upon City's request, provide International Code Council ("ICC") or other certified and experienced inspectors to conduct inspections of all phases of construction to ensure compliance with approved plans, laws, regulations, codes, ordinances, policies, and rules, including but not limited to, those relating to structural integrity, fire and life safety, electrical, plumbing, heating and air conditioning, energy conservation, handicap access, grading

and site work. Contract inspection services includes enforcement of conditions and plan's requirements as approved by the City for which the permit was issued. At the request of the City, perform building inspections after hours. Ensure building inspectors perform after-hours stand-by emergency response in the event of any emergency, including but not limited to fires and accidents.

C. Additional Onsite Services: Upon City's written request. Consultant shall provide any of the following services:

1. Plan Check Engineer
2. Plans Examiner
3. Permit Technician
4. Building Official
5. Other staff as requested, such as a Planner, Fire Inspector, Analyst, or similar.

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

City will provide the Consultant with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in the City's files related work described herein.



## **EXHIBIT "B"**

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

**TERM.** The term of this Agreement shall commence on July 16, 2025 and expire June 30, 2029 ("Term"), unless otherwise terminated as herein provided. This Agreement may be renewed for a subsequent two year term subject to the same terms and conditions contained herein, at the sole discretion of the City, provided the City Community Development Director issues a written notice of renewal to the Consultant at least fifteen (15) days prior to the expiration of the then-current term. In no event shall the duration of this Agreement continue beyond six years from the commencement date unless both parties execute a written amendment.

## EXHIBIT "C"

### COMPENSATION

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

I. **AMOUNT.** Consultant shall be paid in accordance with the following:

A. Plan Review Services

If City assigns Consultant to provide plan review services, Consultant shall be paid 60% of the plan check fees collected by the City for each assigned project. This fee includes the initial plan review, all subsequent recheck cycles, and all shipping and delivery to and from City Hall.

The applicable plan checks fees are established by the City's Master Fee Schedule, as adopted and as may be amended from time to time by the City Council.

Consultant shall be responsible for accessing the plan check fee details for each assigned project through the City's online portal at [redondobeachca.portal.iworq.net](http://redondobeachca.portal.iworq.net), and for using that information to determine the 60% allocation, as further described in Section III of this Exhibit "C".

1. Additional Plan Review Services (if requested by the City in writing)

- a. Expedited Plan Reviews shall be billed at 1.5 times the applicable plan check fee described above.
- b. Revisions, deferred submittals, and Requests for Information shall be billed in accordance with the hourly rates set forth in Sections I.B of this Exhibit "C".

B. Inspections and Additional Onsite Services. For any onsite services described in Sections I.B and I.C of Exhibit "A", Consultant shall be compensated at the full burdened hourly rates set forth below:

<b>Position</b>	<b>Hourly Rate</b>
Interim Certified Building Official	\$165.00
Plan Review Engineer	\$145.00
Structural Engineer	\$155.00
Licensed Geotechnical Engineer/Engineering Geologist	\$155.00
Licensed Fire Protection Engineer	\$155.00
Certified Plans Examiner	\$125.00
Building/Housing Inspector	\$110.00
Senior Building/Housing Inspector	\$125.00
Code Enforcement Officer	\$105.00

- C. Travel Time Non-Compensable. Consultant shall not invoice for, and shall not be entitled to receive any compensation for time spent traveling to or from any location, including but not limited to project sites, meetings, or the City's offices. All travel time shall be deemed part of the Consultant's overhead and included within the fully burdened hourly rates or fixed fees set forth in this Exhibit "C". This restriction applies regardless of distance traveled, mode of transportation, or time of day.
- II. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, in no event shall the total amount paid to Consultant exceed \$100,000 during the Term.
- III. **METHOD OF PAYMENT.** Consultant shall submit monthly invoices, based on the services performed in the preceding month, for City approval and payment. Invoices must be itemized and include:
- A. Project identification
  - B. Total plan check fee collected by the City
  - C. Consultant's 60% share of that collected amount.
  - D. Number and type of reviews performed
  - E. Date of service.
  - F. Staff title.
  - G. Type of review.
  - H. Applicable hourly rate (if applicable).
  - I. Number of hours worked (if applicable).
  - J. Corresponding amount.
  - K. Total amount.
  - L. Any City approved subcontractor invoices.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within forty-five (45) days of receipt of the invoice; provided, however, that the services are completed to the City's full satisfaction and there is no dispute over the amount.
- V. **NOTICE.** Written notices to City and Consultant shall be given by email, registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: True North Compliance Services, Inc.  
3939 Atlantic Avenue, Suite 224  
Long Beach CA 90807  
Attention: Isam Hasenin  
Email: [Isam@tncservices.com](mailto:Isam@tncservices.com)

City: City of Redondo Beach  
Community Development Department, Building Division  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Mercedes Amely Program Coordinator  
Email: [mercedes.amely@redondo.org](mailto:mercedes.amely@redondo.org)

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

## **EXHIBIT “D”**

### **INSURANCE REQUIREMENTS FOR CONSULTANTS**

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

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

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

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

Employer’s Liability Insurance.

#### **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

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

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

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

#### **Deductibles and Self-Insured Retentions**

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

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

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

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

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

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

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

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

#### Acceptability of Insurers

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

### Verification of Coverage

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

### Subcontractors

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

### Risk Management

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

## **EXHIBIT "E"**

### **AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

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

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

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

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

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

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

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



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

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

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

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

11. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless, and defend (at Consultant's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2025

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

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

<b>PRODUCER</b> Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614  www.risk-strategies.com	<b>CONTACT</b> NAME: Sherry Young PHONE (A/C, No, Ext): 949-242-9237 E-MAIL ADDRESS: syoung@risk-strategies.com  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Citizens Insurance Company of America INSURER B: Allmerica Financial Benefit Insurance Co INSURER C: The Hanover American Insurance Company INSURER D: Argonaut Insurance Company INSURER E: INSURER F:	<b>NAIC #</b> 31534 41840 36064 19801
CA DOI License No. 0F06675		

**COVERAGES**

CERTIFICATE NUMBER: 85432257

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		OB3J114022	8/27/2024	8/27/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		AW3J248741	12/9/2024	12/9/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			OB3J114022	8/27/2024	8/27/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WZ3J114000	8/27/2024	8/27/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability Full Prior Acts			121AE0217205-00	8/27/2024	8/27/2025	Per Claim \$2,000,000 Aggregate \$4,000,000

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

Projects as on file with the insured.  
City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are named as additional insureds and primary/non-contributory clause applies to the general and auto liability policies-see attached endorsements.  
30-day notice for non-renewal and cancellation, 10-day notice for non-payment of premium applies. Professional Liability Ded: \$10,000 per claim.  
Umbrella Liability follows form to the general, auto and employer's liability policies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach  
Attn: City Manager  
415 Diamond St.  
Redondo Beach CA 90277

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

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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## Architects and Engineers

### *The following policy language is from Businessowners General Liability Coverage Part*

**NAMED INSURED:** True North Compliance Services, Inc.      **POLICY NUMBER:** OB3J114022

The following are mandatory forms on the policy identified on the Certificate of Insurance:

391-1586 (08-16) BUSINESSOWNERS GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT  
Additional Insured by Contract, Agreement or Permit

A. **Section II – Liability, C** – Who is an insured is amended to include as an additional insured any person or organization with whom you agreed in a written contract, written agreement or permit but only respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions; or the acts or omissions of those acting on your behalf, but only with respect to:

- (i) **“Your work”** for the additional insured(s) designated in the contract, agreement or permit including “bodily injury” or “property damage” included in the “products - completed operations hazard” only if this Coverage Part provides such coverage;
- (ii) Premises you own, rent, lease, or occupy; or
- (iii) Your maintenance, operation or use of equipment leased to you.

\*Definition: **“Your work”** a. Means: (1) Work or operations performed by you or on behalf; and (2) materials, parts or equipment furnished in connection with such work or operations; b. Includes (1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work”; and (2) the providing of or failure to provide warnings or instructions.

This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the “bodily Injury”, “property damage”, “personal injury” or “advertising injury”.
- (2) To any person or organization Included as an Insured by an endorsement Issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment (a) After the equipment lease expires; or (b) If the “bodily Injury”, “property damage”, “personal injury” or “advertising Injury” arises out of sole negligence of the lessor.
- (4) To any: (a) Owners or other Interests from whom land has been leased which takes place after the lease for the land expires; or (b) Managers or lessors of premises if: (i) The occurrence takes place after you cease to be a tenant in that premises; or (ii) The “bodily injury”, “property damage”, “personal injury” or “advertising injury” arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” or the offense which caused the “personal and advertising injury” involved the rendering of or failure to render any professional services by or for you.

### **Other Insurance Primary & Non-Contributory**

The following paragraph is added to **SECTION III – COMMON POLICY CONDITIONS, H – Other Insurance: Additional Insured – Primary and Non-Contributory**. If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – Liability, C. Who is an Insured** is primary and non-contributory, the following applies: If other valid and collectible insurance is available to the Additional Insured for a loss covered under **SECTION II – LIABILITY** of this Coverage Part, our obligations are limited as follows:

- (1) **Primary Insurance:** This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except: **(a)** For the sole negligence of the Additional Insured; **(b)** When the Additional Insured is an Additional Insured under another primary liability policy; or **(c)** When **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary.
- (2) **Excess Insurance:**
  - (a)** This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i)** That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for “your work”;
  - (ii)** That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including the endorsements), the provisions of the policy (including its endorsements) shall prevail.

- (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION II - LIABILITY. B. Exclusions, 1. Applicable to Business Liability Coverage.**
- (v) That is insurance available to you for your participation in any past or present "unnamed joint venture".
- (vi) That is any insurance you may have that provides coverage for your professional services.

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

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

- (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (ii) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage part.

### (3) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### Per Project Aggregate

The following changes are made to **SECTION II - LIABILITY**:

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 4:

The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Your project" means:

- a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
- b. Does not include any "location" listed in the Declarations.

2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

### Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies: **a.** As if each Named Insured were the only Named Insured; and, **b.** Separately to each insured against whom claim is made or "suit" is brought.

### Waiver Of Subrogation

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS)** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization *where required by written contract* because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization *where required by written contract*.

### Notice Of Cancellation

For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to **30 Days**.



**AUTHORIZED REPRESENTATIVE**

*\*From Hanover Forms: 391-1003 (08/16); 391-1445 (08/16); 391-1586 (08/16), 391-1003 (08/16)*

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including the endorsements), the provisions of the policy (including its endorsements) shall prevail.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

#### A. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

#### Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" only if this Coverage Part provides such coverage.
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.
- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal

injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

- (a) Owners or other interests from whom land has been leased if the "occurrence" or offense takes place or the offense is committed after the lease for the land expires; or
- (b) Managers or lessors of premises if:
  - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
  - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

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

**B. Aggregate Limits of Insurance per Project or per Location**

The following changes are made to **SECTION II - LIABILITY**:

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 4:

The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is

added to **SECTION II - LIABILITY, F. Liability And Medical Expenses Definitions**:

1. "Your project" means:
  - a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
  - b. Does not include any "location" listed in the Declarations.
2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

**A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:**

**Additional Insured if Required by Contract**

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

**B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:**

**Primary and Non-Contributory**

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured**, subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

**C. This endorsement will apply only if the "accident" occurs:**

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

**D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND 4LEAF, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and 4Leaf, Inc., a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".
4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
5. Agreement to Comply with California Labor Law Requirements. Consultant agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

\* \* \* \* \*

**GENERAL PROVISIONS**

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.



3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

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

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

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action,

proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
    - a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar

week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
- 18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
- 19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any

or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.

27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

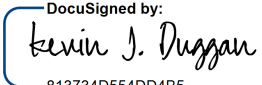


IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15<sup>th</sup> day of July, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

4LEAF, INC.,  
a California corporation

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

DocuSigned by:  
  
813734D554DD4B5...  
By: Kevin J. Duggan  
Name: \_\_\_\_\_  
Title: President

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## EXHIBIT "A"

### SCOPE OF WORK

#### I. CONSULTANT'S DUTIES

Consultant shall provide the following plan check and building inspection services for building improvements on an as-needed basis.

A. Plan Review: Upon City's request, attend meetings via electronic video conferencing, at City Hall, or at a job site to resolve plan check matters or questions. Review submitted plans or subsequent corrections by telephone, video conferencing, or email with the project's applicant, engineer/architect, and City staff. The mode of communication will be at City's discretion. Ensure the review is performed by a California registered/licensed professional who is within his/her respective field of competency. Ensure all plan check services are performed by a California licensed professional authorized to prepare and sign such plans.

1. Provide thorough and efficient plan review services for commercial, industrial, and complex residential projects as set forth below.
  - a. Review and recheck architectural, structural, grading, mechanical, plumbing, electrical, accessibility, Calgreen, energy plans, calculations, reports, and specifications for compliance with all applicable federal, state and local laws.
  - b. Recheck plans after the applicant has made corrections.
  - c. Review and recheck field changes and deferred submittals.
  - d. Review and recheck of any additional work on the project.
2. Ensure plan review complies with all laws, regulations, codes, ordinances, policies, and rules. Provide specific, detailed, complete plan review letter comments, and reference plan sheet numbers and code sections where applicable. Provide two copies (one hard copy and one electronic) of the plan check correction list to the City for each project reviewed.
3. Consider geo-technical reports, testing lab reports and any other in the plan review process.
4. Perform accelerated plan review.
5. Attend pre-submittal and design discussion meetings with the permit applicant as requested by the City.
6. Return telephone calls on the same day. Ensure a live person answers the City's telephone calls. Provide cell phone number to the City to ensure City shall be able to contact Consultant from 7:30 A.M. and 5:30 P.M.,

Monday through Friday (except holidays).

7. Provide plans pick up and drop off at the City at no charge to the City. Upon receipt of notification from the City, pick up the plans within 24 hours.
8. Review structural plans and ensure the review is performed by at least a registered Structural Engineer.
9. Ensure accessible plans are reviewed by at least a Certified Access Specialist (CASP).
10. Recommend which records the City must provide to the Consultant as described in Section II of this Exhibit "A". The research of and the familiarity with the records shall be Consultant's responsibility.
11. Comply with the schedule set forth below. The turnaround time shall be measured from the date Consultant receives the plan to the date the City receives the plan with Consultant's complete comments.

Plan Check Review Timeframes (Workdays exclude Saturdays, Sundays, and City Holidays)	
1. Tenant improvements 2. Single-family dwellings 3. Duplex dwellings	15 business days (initial review) 10 business days (recheck)
1. Residential additions/remodels 2. Accessory buildings/ADUs 3. Miscellaneous structures 4. Telecommunication facilities	10 business days (initial review) 7 business days (recheck)
1. New commercial/industrial buildings 2. Multifamily dwellings	20 business days (initial review), 15 business days (rechecks)
1. Seismic retrofits 2. Signs 3. Pools, walls, decks, and patio covers	5 business days (initial review) 5 business days (rechecks)
1. Shoring 2. MEPS (separate submittal only) 3. Revisions 4. Fire prevention systems	10 business days (initial review) 5 business days (rechecks)
Grading (separate submittal only)	10 business days (initial review) 10 business days (rechecks)
1. Solar systems 2. EV chargers 3. Battery backups	5 business days (initial review) 3 business days (rechecks)
All timeframes assume Consultant provides the plan with complete comments.	

- B. Inspections: Upon City's request, provide International Code Council ("ICC") or other certified and experienced inspectors to conduct inspections of all phases of construction to ensure compliance with approved plans, laws, regulations, codes, ordinances, policies, and rules, including but not limited to, those relating to structural integrity, fire and life safety, electrical, plumbing,

heating and air conditioning, energy conservation, handicap access, grading and site work. Contract inspection services includes enforcement of conditions and plan's requirements as approved by the City for which the permit was issued. At the request of the City, perform building inspections after hours. Ensure building inspectors perform after-hours stand-by emergency response in the event of any emergency, including but not limited to fires and accidents.

C. Additional Onsite Services: Upon City's written request. Consultant shall provide any of the following services:

1. Plan Check Engineer
2. Plans Examiner
3. Permit Technician
4. Building Official
5. Other staff as requested, such as a Planner, Fire Inspector, Analyst, or similar.

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

City will provide the Consultant with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in the City's files related work described herein.

## **EXHIBIT "B"**

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

**TERM.** The term of this Agreement shall commence on July 16, 2025 and expire June 30, 2029 ("Term"), unless otherwise terminated as herein provided. This Agreement may be renewed for a subsequent two year term subject to the same terms and conditions contained herein, at the sole discretion of the City, provided the City Community Development Director issues a written notice of renewal to the Consultant at least fifteen (15) days prior to the expiration of the then-current term. In no event shall the duration of this Agreement continue beyond six years from the commencement date unless both parties execute a written amendment.

## EXHIBIT “C”

### COMPENSATION

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

I. **AMOUNT.** Consultant shall be paid in accordance with the following:

A. **Plan Review Services.**

If City assigns Consultant to provide plan review services, Consultant shall be paid 60% of the plan check fees collected by the City for each assigned project. This fee applies to all disciplines except Fire and Civil, which are billed hourly as described below.

The 60% fee includes the initial plan review, two (2) recheck cycles, shipping courier, and electronic charges. For Fire or Civil plan reviews, or any plan review (regardless of discipline) exceeding two (2) rechecks, the following hourly rates shall apply:

Hourly Plan Review	Hourly Rate
Non-Structural Review	\$140
Structural Review	\$160

The applicable plan checks fees are established by the City’s Master Fee Schedule, as adopted and as may be amended from time to time by the City Council.

Consultant shall be responsible for accessing the plan check fee details for each assigned project through the City’s online portal at [redondobeachca.portal.iworq.net](http://redondobeachca.portal.iworq.net), and for using that information to determine the 60% allocation, as further described in Section III of this Exhibit “C”.

B. **Inspections and Additional Onsite Services.** For any onsite services described in Sections I.B and I.C of Exhibit “A”, Consultant shall be compensated at the full burdened hourly rates set forth below:

### **Building**

Chief Building Official .....	\$170/hour
Deputy Building Official .....	\$145/hour
Structural Plan Review Engineer .....	\$160/hour
Non-Structural Plans Examiner .....	\$140/hour
Certified Access Specialist (CAsp) Inspector .....	\$155/hour
Certified Access Specialist (CAsp) Plans Examiner .....	\$155/hour
Senior Combination Building Inspector (Building Inspector III) .....	\$130/hour
Commercial Building Inspector II .....	\$115/hour
Building Inspector I .....	\$100/hour
Permit Manager .....	\$100/hour
Senior Permit Technician .....	\$95/hour
Permit Technician .....	\$85/hour
Supervising Inspector of Record .....	\$165/hour
Inspector of Record .....	\$145/hour
DSA Class 1 / OSHPD A Inspector .....	\$170/hour
DSA Class 2 / OSHPD B Inspector .....	\$140/hour
DSA Class 3 / OSHPD C Inspector .....	\$100/hour
Clerk/Administrator .....	\$70/hour
Civil Plan Review (Grading, Improvement Plans, Traffic Plans) .....	\$175/hour
Plan Review Engineer (GE) Geotechnical Review .....	\$255/hour

### **Fire Services**

Fire Protection Engineer (FPE) .....	\$205/hour
Fire Prevention Officer .....	\$115/hour
Fire Plans Examiner .....	\$155/hour
Fire Inspector I .....	\$140/hour
Fire Inspector II .....	\$155/hour

### **Planning**

Housing Policy Director .....	\$205/hour
Planning Director .....	\$200/hour
Principal/Planning Manager .....	\$165/hour
Environmental Planner .....	\$160/hour
Senior Planner .....	\$140/hour
Associate Planner .....	\$124/hour
Assistant Planner .....	\$105/hour
Planning Technician .....	\$90/hour

### **Code Enforcement**

Code Enforcement Director .....	\$175/hour
Code Enforcement Manager .....	\$155/hour
Code Enforcement Supervisor .....	\$140/hour
Senior Code Enforcement Officer .....	\$110/hour
Code Enforcement Officer II .....	\$90/hour
Code Enforcement Officer I .....	\$80/hour
Code Enforcement Technician .....	\$65/hour
Housing Inspector .....	\$90/hour

## Project Management

Project Manager .....	\$200/hour
Principal-in-Charge .....	\$245/hour

## BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a \$305.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and include the initial review and 2 rechecks.
  - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
  - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2025-2026 contract period. There will be a 3% escalation for FY2026-2027, FY2027-2028, and so on.
- Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Nighttime (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8-hour M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 <sup>st</sup> 8-hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.

**C. Travel Time Non-Compensable.** Consultant shall not invoice for, and shall not be entitled to receive any compensation for time spent traveling to or from any location, including but not limited to project sites, meetings, or the City’s offices. All travel time shall be deemed part of the Consultant’s overhead and included within the fully burdened hourly rates or fixed fees set forth in this Exhibit “C”. This restriction applies regardless of distance traveled, mode of transportation, or time of day.

- II. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, in no event shall the total amount paid to Consultant exceed \$100,000 during the Term.
- III. **METHOD OF PAYMENT.** Consultant shall submit monthly invoices, based on the services performed in the preceding month, for City approval and payment.



Invoices must be itemized and include:

- A. Project identification
- B. Total plan check fee collected by the City
- C. Consultant's 60% share of that collected amount.
- D. Number and type of reviews performed
- E. Date of service.
- F. Staff title.
- G. Type of review.
- H. Applicable hourly rate (if applicable).
- I. Number of hours worked (if applicable).
- J. Corresponding amount.
- K. Total amount.
- L. Any City approved subcontractor invoices.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within forty-five (45) days of receipt of the invoice; provided, however, that the services are completed to the City's full satisfaction and there is no dispute over the amount.
- V. **NOTICE.** Written notices to City and Consultant shall be given by email, registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: 4LEAF, INC.  
2126 Rheem Dr.  
Pleasanton, CA 94588  
Attention: Kevin J. Duggan  
Email: KDuggan@4Leafinc.com

City: City of Redondo Beach  
Community Development Department, Building Division  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Mercedes Amely Program Coordinator  
Email: mercedes.amely@redondo.org

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

be made from time to time by any party upon written notice to the other party in accordance with this section.

## **EXHIBIT “D”**

### **INSURANCE REQUIREMENTS FOR CONSULTANTS**

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

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

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

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

Employer’s Liability Insurance.

#### **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

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

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

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

#### **Deductibles and Self-Insured Retentions**

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

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

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

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

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

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

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

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

#### Acceptability of Insurers

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

### Verification of Coverage

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

### Subcontractors

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

### Risk Management

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

## **EXHIBIT "E"**

### **AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

11. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless, and defend (at Consultant's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



4LEAINC-01

MINED1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2025

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

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

PRODUCER License # 0C41366 Granite Professional Insurance Brokerage, Inc. 360 Lindbergh Avenue Livermore, CA 94551	CONTACT NAME:		
	PHONE (A/C, No, Ext): (925) 462-8400	FAX (A/C, No): (925) 462-8888	
	E-MAIL ADDRESS: commercial@graniteins.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Property Casualty Company of America		25674
INSURED  4LEAF, Inc. 2126 Rheem Dr Pleasanton, CA 94588	INSURER B : Travelers Indemnity Company of Connecticut		25682
	INSURER C : Berkshire Hathaway Homestate		20044
	INSURER D : HDI Global Specialty SE		
	INSURER E :		
	INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6806X631656	3/15/2025	3/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA6X632782	3/15/2025	3/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP6X635599	3/15/2025	3/15/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		X	FOWC623693	3/15/2025	3/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			FRS-H-P-PL-00012109-01	3/15/2025	3/15/2026	Each Claim 2,000,000
D				FRS-H-P-PL-00012109-01	3/15/2025	3/15/2026	Aggregate 4,000,000

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

The attached forms apply as required per written contract or written agreements between the listed parties and the insured, which are subject to the policy provisions. In the absence of such written contract or written agreement the attached form may not be applicable.

City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers is Additional Insured as respects to General Liability and Automobile Liability per Forms CG D3 81 09 15 and CA T3 53 02 15. General Liability is Primary and Non-Contributory per Form CG D3 81 09 15. Automobile Liability is Primary and Non-Contributory per Form CA T4 74 02 16. Waivers of Subrogation apply on General Liability, Automobile Liability and Workers' Compensation policies per Forms CG D3 81 09 15, CA T3 53 02 15 and WC 99 04 10 C.

## CERTIFICATE HOLDER

## CANCELLATION

City of Redondo Beach 415 Diamond Street, Door 2 Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

#### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### **I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### **K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### **L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### **M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### **5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

## COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA  
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule****Blanket Waiver****Person/Organization**

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

**Job Description****Waiver Premium (prior to adjustments)**

All CA Operations

4209.00

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: 03/15/2025

Policy No.: FOWC623693

Endorsement No.:

Insured:

Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

Countersigned by \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND BPR CONSULTING GROUP LLC**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and BPR Consulting Group LLC, a California limited liability company ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".
4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
5. Agreement to Comply with California Labor Law Requirements. Consultant agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

\* \* \* \* \*

**GENERAL PROVISIONS**

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement.

Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

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

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

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the

business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all

claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
    - a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day

during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
- 18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
- 19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the

City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement, including all attached exhibits, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement solely with respect to projects assigned by the City on or after July 16, 2025. For any project assigned by the City prior to July 16, 2025, including any ongoing or future services performed in connection with such project, the terms of the Agreement between the City and Consultant dated April 2, 2024, shall continue to govern. Notwithstanding the foregoing, correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30)



days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

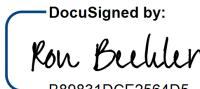
*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15<sup>th</sup> day of July, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

BPR CONSULTING GROUP LLC,  
a California limited liability company

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

DocuSigned by:  
  
B89831DCE2564D5...  
By: Ron Beehler  
Name: Ron Beehler  
Title: Director

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## EXHIBIT "A"

### SCOPE OF WORK

#### I. CONSULTANT'S DUTIES

Consultant shall provide the following plan check and building inspection services for building improvements on an as-needed basis.

A. Plan Review: Upon City's request, attend meetings via electronic video conferencing, at City Hall, or at a job site to resolve plan check matters or questions. Review submitted plans or subsequent corrections by telephone, video conferencing, or email with the project's applicant, engineer/architect, and City staff. The mode of communication will be at City's discretion. Ensure the review is performed by a California registered/licensed professional who is within his/her respective field of competency. Ensure all plan check services are performed by a California licensed professional authorized to prepare and sign such plans.

1. Provide thorough and efficient plan review services for commercial, industrial, and complex residential projects as set forth below.
  - a. Review and recheck architectural, structural, grading, mechanical, plumbing, electrical, accessibility, Calgreen, energy plans, calculations, reports, and specifications for compliance with all applicable federal, state and local laws.
  - b. Recheck plans after the applicant has made corrections.
  - c. Review and recheck field changes and deferred submittals.
  - d. Review and recheck of any additional work on the project.
2. Ensure plan review complies with all laws, regulations, codes, ordinances, policies, and rules. Provide specific, detailed, complete plan review letter comments, and reference plan sheet numbers and code sections where applicable. Provide two copies (one hard copy and one electronic) of the plan check correction list to the City for each project reviewed.
3. Consider geo-technical reports, testing lab reports and any other in the plan review process.
4. Perform accelerated plan review.
5. Attend pre-submittal and design discussion meetings with the permit applicant as requested by the City.
6. Return telephone calls on the same day. Ensure a live person answers the City's telephone calls. Provide cell phone number to the City to ensure City shall be able to contact Consultant from 7:30 A.M. and 5:30 P.M.,

Monday through Friday (except holidays).

7. Provide plans pick up and drop off at the City at no charge to the City. Upon receipt of notification from the City, pick up the plans within 24 hours.
8. Review structural plans and ensure the review is performed by at least a registered Structural Engineer.
9. Ensure accessible plans are reviewed by at least a Certified Access Specialist (CASP).
10. Recommend which records the City must provide to the Consultant as described in Section II of this Exhibit "A". The research of and the familiarity with the records shall be Consultant's responsibility.
11. Comply with the schedule set forth below. The turnaround time shall be measured from the date Consultant receives the plan to the date the City receives the plan with Consultant's complete comments.

<b>Plan Check Review Timeframes (Workdays exclude Saturdays, Sundays, and City Holidays)</b>	
1. Tenant improvements 2. Single-family dwellings 3. Duplex dwellings	15 business days (initial review) 10 business days (recheck)
1. Residential additions/remodels 2. Accessory buildings/ADUs 3. Miscellaneous structures 4. Telecommunication facilities	10 business days (initial review) 7 business days (recheck)
1. New commercial/industrial buildings 2. Multifamily dwellings	20 business days (initial review), 15 business days (rechecks)
1. Seismic retrofits 2. Signs 3. Pools, walls, decks, and patio covers	5 business days (initial review) 5 business days (rechecks)
1. Shoring 2. MEPS (separate submittal only) 3. Revisions 4. Fire prevention systems	10 business days (initial review) 5 business days (rechecks)
Grading (separate submittal only)	10 business days (initial review) 10 business days (rechecks)
1. Solar systems 2. EV chargers 3. Battery backups	5 business days (initial review) 3 business days (rechecks)
<b><i>All timeframes assume Consultant provides the plan with complete comments.</i></b>	

- B. Inspections: Upon City's request, provide International Code Council ("ICC") or other certified and experienced inspectors to conduct inspections of all phases of construction to ensure compliance with approved plans, laws, regulations, codes, ordinances, policies, and rules, including but not limited to, those relating to structural integrity, fire and life safety, electrical, plumbing,

heating and air conditioning, energy conservation, handicap access, grading and site work. Contract inspection services includes enforcement of conditions and plan's requirements as approved by the City for which the permit was issued. At the request of the City, perform building inspections after hours. Ensure building inspectors perform after-hours stand-by emergency response in the event of any emergency, including but not limited to fires and accidents.

C. Additional Onsite Services: Upon City's written request. Consultant shall provide any of the following services:

1. Plan Check Engineer
2. Plans Examiner
3. Permit Technician
4. Building Official
5. Other staff as requested, such as a Planner, Fire Inspector, Analyst, or similar.

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

City will provide the Consultant with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in the City's files related work described herein.

## **EXHIBIT "B"**

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

**TERM.** The term of this Agreement shall commence on July 16, 2025 and expire June 30, 2029 ("Term"), unless otherwise terminated as herein provided. This Agreement may be renewed for a subsequent two year term subject to the same terms and conditions contained herein, at the sole discretion of the City, provided the City Community Development Director issues a written notice of renewal to the Consultant at least fifteen (15) days prior to the expiration of the then-current term. In no event shall the duration of this Agreement continue beyond six years from the commencement date unless both parties execute a written amendment.

## EXHIBIT “C”

### COMPENSATION

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

- I. **AMOUNT.** For any plan reviews, inspections, or additional onsite services requested by the City on or after July 16, 2025, the payment structure outlined in Sections I.A and I.B of this Exhibit “C” shall apply.

Any plan reviews, inspections, and additional services associated with those plan reviews and inspections, that were assigned by the City prior to July 16, 2025, regardless of whether such services are still ongoing, shall be compensated in accordance with the terms of the Agreement between the City and Consultant dated April 2, 2024.

- A. **Plan Review Services. If City assigns** Consultant to provide plan review services, Consultant shall be paid **60% of the plan check fees** collected by the City for each assigned project, except where hourly rates apply as set forth in the tables below.

FIXED FEE PLAN REVIEW SERVICES	
Initial Plan Review and Two Back Check Reviews	60% Plan Review Fees Collected by the City
Plan Review Beyond the Third Review	As Per Hourly Rates Below
Expedited Plan Review (fixed fee or hourly)	150% of the standard fee or rate
HOURLY SERVICES	
Plan Review Services	Fixed Fee or Per Hourly Rates Below
Planning Services	As Per Hourly Rates Below
Revisions / Deferred Submittals	As Per Hourly Rates Below
Inspection Services	As Per Hourly Rates Below
Permit Technician / Administrative Services	As Per Hourly Rates Below
Building Official Services	As Per Hourly Rates Below

The applicable plan checks fees are established by the City’s Master Fee Schedule, as adopted and as may be amended from time to time by the City Council.

Consultant shall be responsible for accessing the plan check fee details for each assigned project through the City’s online portal at [redondobeachca.portal.iworq.net](http://redondobeachca.portal.iworq.net), and for using that information to determine the 60% allocation, as further described in Section III of this Exhibit “C”.

- B. **Inspections and Additional Onsite Services.** For any onsite services described in Sections I.B and I.C of Exhibit “A”, Consultant shall be compensated at the full burdened hourly rates set forth below:

SCHEDULE OF HOURLY BILLING RATES	
ICC Certified Building Official	\$160
Licensed Plan Review Engineer or Architect (structural, civil, electrical, mechanical, fire protection)	150
Engineering Plans Examiner	140
ICC Certified Plans Examiner	135
CASp Plans Examiner or Inspector	135
ICC Certified Inspector	95-120*
ICC Fire Plans Examiner	135
ICC Fire Inspector	120
Permit Technician	75
Permit Technician Trainee/ Building Department Support Staff	60
AICP Certified Planner	140

\*Based on qualifications and certifications.

- **Shipping:** There is no charge for courier or shipping services for plan reviews conducted off site.
- **Overtime:** Inspection services and other hourly services provided within City offices in excess of eight hours per day, nights, and weekends will be charged at 140% of the billing rates indicated above.
- **Cost Escalation:** On each anniversary of the contract start date, BPR will increase hourly rates based on the change of the non-seasonally adjusted CPI for the applicable region.
- **Hourly Rates:** All hourly rates include salaries, benefits, workers compensation insurance and miscellaneous office expenses.
- **Invoicing:** BPR will provide a comprehensive accounting of hours worked on a monthly basis which will be included in the corresponding monthly invoice.
- **Minimum Daily Charge:** There will be a minimum 2-hour daily charge for all on-call plan review, inspection, permit technician and support services provided within City offices.

C. **Travel Time Non-Compensable.** Consultant shall not invoice for, and shall not be entitled to receive any compensation for time spent traveling to or from any location, including but not limited to project sites, meetings, or the City's offices. All travel time shall be deemed part of the Consultant's overhead and included within the fully burdened hourly rates or fixed fees set forth in this Exhibit "C". This restriction applies regardless of distance traveled, mode of transportation, or time of day.

II. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, in no event shall the total amount paid to Consultant exceed \$100,000 during the Term.

III. **METHOD OF PAYMENT.** Consultant shall submit monthly invoices, based on the services performed in the preceding month, for City approval and payment. Invoices must be itemized and include:

- Project identification
- Total plan check fee collected by the City
- Consultant's 60% share of that collected amount.
- Number and type of reviews performed
- Date of service.
- Staff title.
- Type of review.
- Applicable hourly rate (if applicable).



- I. Number of hours worked (if applicable).
- J. Corresponding amount.
- K. Total amount.
- L. Any City approved subcontractor invoices.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within forty-five (45) days of receipt of the invoice; provided, however, that the services are completed to the City's full satisfaction and there is no dispute over the amount.
- V. **NOTICE.** Written notices to City and Consultant shall be given by email, registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: BPR Consulting Group LLC  
PO Box 2404  
Granite Bay, CA 95746  
Attention: Ron Beehler, Director of Client Services  
Email: [rbeehler@bpr-grp.com](mailto:rbeehler@bpr-grp.com)

City: City of Redondo Beach  
Community Development Department, Building Division  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Mercedes Amely Program Coordinator  
Email: [mercedes.amely@redondo.org](mailto:mercedes.amely@redondo.org)

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

## **EXHIBIT “D”**

### **INSURANCE REQUIREMENTS FOR CONSULTANTS**

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

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

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

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

Employer’s Liability Insurance.

#### **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

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

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

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

#### **Deductibles and Self-Insured Retentions**

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

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

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

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

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

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

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

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

#### Acceptability of Insurers

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

### Verification of Coverage

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

### Subcontractors

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

### Risk Management

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

## **EXHIBIT "E"**

### **AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

11. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless, and defend (at Consultant's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



# REDONDO BEACH

## PLAN CHECK & INSPECTION SERVICES REQUEST FOR PROPOSAL

**CITY OF REDONDO BEACH**  
**Department of Community Development**

415 Diamond Street, Door 2  
Redondo Beach, CA 90277

Inquiries regarding this project should be directed to:

Mercedes Amely at [Mercedes.Amely@Redondo.org](mailto:Mercedes.Amely@Redondo.org) with the subject line  
“Plan Check and Inspection Services RFP Questions”

Submittal Deadline: Thursday, April 10, 2025

## **PROPOSAL REQUEST**

The City of Redondo Beach Department of Community Development, Building and Safety Division, is seeking proposals from qualified firms to provide comprehensive plan check services. These services may also include inspection and permit technician staffing support as needed. Key responsibilities encompass the review of construction documents, structural design calculations, fire protection system plans with associated design calculations, and all relevant supplemental materials. All reviews must adhere to the timeline outlined in Item 12 of this document. Consultants will be compensated at a rate of sixty percent of the plan review fees collected by the City. To ensure efficiency and compliance with the City's digital processes, all plan reviews must be conducted electronically using Bluebeam Studio Sessions, with final results uploaded into the City's electronic permitting software. We invite experienced firms with a strong track record in plan check services to submit their proposals for consideration. The Building and Safety Division is seeking a partner who shares our values of providing exceptional customer service to the community with timely plan check reviews.

## **CITY INFORMATION**

The City of Redondo Beach contains 6.35 sq. miles of land and is a suburban city in Los Angeles County located along the Pacific Ocean. The City's bordering communities include Torrance to the south, Torrance, Lawndale, and Hawthorne to the east, Hermosa Beach to the north of South Redondo, and Manhattan Beach and Hermosa Beach to the west of North Redondo.

Redondo Beach is largely an urbanized area composed of a mix of single family, multi-family, commercial, and industrial buildings. Redondo Beach is a full-service city with its own police, fire, and public works departments, two public libraries, a performing arts center, several parks, a large recreational and commercial harbor including King Harbor, a 1,500-slip private craft port, the Redondo Beach Pier and Seaside Lagoon, and a bathing and surfing beach. Significant concentrations of employment and retail activity include the northern industrial complex anchored by the Northrop Grumman Corporation campus; the Harbor/Pier area; the Galleria at South Bay—a regional mall being redeveloped at the east end of the City; and an eclectic mix of specialty shops, restaurants, and services known as the Riviera Village area in the south end of the City.

Located in the choice coastal edge of Los Angeles County, just twenty miles from downtown Los Angeles and seven miles south of Los Angeles International Airport, Redondo Beach has been a preferred resort destination for more than a century and one of the most desirable areas to live in the country. The City's population has been slowly but steadily growing in the past years. As of April 2023, the Census reports an estimated total population of 71,569. The median home price is just over \$1.5 million.

Redondo Beach is a "charter city" governed by a council-manager form of government. The Mayor is elected at large, and one Council Member is elected from each of the five City districts. The Mayor and Council appoint the City Manager as the chief administrative officer of the City to guide day-to-day operations.

Building Safety services are managed by the Community Development Department's Building Division. City Hall hours of operation are typically from 7:30 a.m. to 5:30 p.m., Monday through Thursday, and on alternate Fridays. Building Division operations are being conducted both over the counter and electronically.

## **COUNCIL APPROPRIATIONS**

The City of Redondo Beach operates on a fiscal year spanning from July 1 to June 30. Funding for the Building Division's plan review services is sourced from the revenues generated through plan review fees.



## SCOPE OF WORK

The Building Division provides comprehensive Plan Checking and Building Inspection services for building improvements proposed by private or public applicants/owners that include, but are not limited to the following:

Plan Review: The City may select more than one firm to perform the requested services with plan check submittals assigned to the consultant from the approved list. Consultant shall agree to attend meetings via electronic video conferencing, at City Hall, or at a particular job site when needed to resolve plan check matters or questions, but is encouraged to work directly by telephone, video conferencing, or email with the project's applicant, engineer/architect, and City of Redondo Beach staff when reviewing submitted plans or subsequent corrections. The Consultant must be qualified to review and check plans for completeness and correctness based on the current California Building Code, California Residential Code, California Mechanical Code, California Electrical Code, California Plumbing Code, California Green Code, California Fire Code, California Energy Code, California Existing Building Code, California Historical Building Code, local municipal code amendments as adopted by the City of Redondo Beach, as well as disabled access and other State and Federal regulations.

Individuals who perform plan check functions must be registered as civil, structural, geotechnical, electrical, plumbing, and mechanical engineers by the State of California and must also be experienced in structural design, grading, and code requirements. Individuals who perform Fire Protection plan check functions shall be experienced in the Fire Protection requirements as stated in the California Building and Fire Codes, as well as National Fire Protection Association (NFPA). At least one member on staff must be a Certified Access Specialist (CAsp).

1. The consultant shall provide thorough and efficient plan review services on an as needed basis for a variety of commercial, industrial, and complex residential projects and shall include but not limited to the following:
  - a. Review of architectural, fire life safety (Building and Fire codes), structural, geotechnical, civil (grading and drainage), mechanical, electrical, plumbing, energy, green, and disabled access. Review may include calculations, reports and specifications.
  - b. Recheck of plans after the applicant has made corrections
  - c. Review and recheck of field changes and deferred submittals as needed
  - d. Review and recheck of any additional work on the project as needed
2. Plan review of submitted projects shall ensure conformance with the City's most current codes. Plan review letter comments shall be specific, detailed, complete, and reference plan sheet numbers and code sections where applicable. A plan checks correction list along with any marked-up set of plans shall be provided to the City electronically for each project reviewed via the City's permitting system or other means designated by the city. Approved plans shall be electronically stamped on all sheets and cover of all supporting documents.
3. Geo-technical reports, testing lab reports and any other reports shall be considered in the plan review process.
4. Consultant shall perform accelerated plan review on an as-needed basis. When

authorized by the City and agreed to by the consultant, developer-initiated expedited plan check may be accommodated and shall be compensated at a rate not to exceed 1 ½ times the agreed rate.

5. Contract between City and consultant shall be valid for four years.
6. Consultant shall be available to attend pre-submittal and design discussion meetings with the permit applicant as requested by the City. These meetings shall be compensated at the rate of one (1) hour of straight-time compensation and does not include travel time.
7. Incoming calls to consultant shall be answered by a live person with any missed calls returned the same business day. Consultant shall make his cell telephone available to City so that consultant can be contacted, if necessary, by the City between the hours of 7:30 A.M. and 5:30 P.M. from Monday through Friday, except on holidays.
8. Majority of submittals are digital, however, where paper plans are necessary, pick up and drop off of plans at the City shall be part of the plan review services and at the expense of the consultant. Plans shall be picked up within 24 hours by the consultant after receiving notification from the City.
9. Structural plans are to be reviewed by a registered Structural Engineer. A registered Civil Engineer may be substituted if it can be demonstrated that the individual has acceptable experience in structural design and plan review of complex structures.
10. Accessibility for housing and commercial projects shall be reviewed by a Certified Access Specialist (CASP).
11. The consultant shall provide an itemized billing for all services on a monthly basis.
12. The City of Redondo Beach requests consultants to guarantee the following maximum turnaround time for performing plan review services. This turnaround time should be measured from the time a plan is received and sent back with complete comments.

Type of Complete Plan Review	Initial Workdays	Recheck Workdays	Fee Type
Community Development Department			
Tenant Improvements	15	10	60%
Residential addition / remodel	10	7	60%
Accessory building / ADU	10	7	60%
Single Family dwelling	15	10	60%
Duplex dwelling	15	10	60%
Multifamily dwelling	20	15	60%
New commercial / industrial buildings	20	15	60%
Seismic Retrofit	5	5	60%
Telecommunication Facilities	10	7	60%
Shoring	10	5	60%
Sign	5	5	60%
MEPs (separate submittal only)	10	5	60%
Grading (separate submittal only)	10	10	60%
Misc. structures	10	7	60%
Pool, walls, decks, patio covers	5	5	60%
Solar / Ev Charges / Battery Backups	5	3	60%
Revisions	10	5	Hourly
Fire Department			
Fire Prevention Systems	10	5	60%
<b>Note:</b> Wordays exclude Saturday, Sunday, or City holidays.			

Inspections: Consultant, upon request of the City, shall provide International Code Council (ICC) or Other Certified and experienced inspectors to conduct inspections of all phases of construction for compliance with approved plans and all applicable codes and City Ordinances including but not limited to those relating to structural integrity, fire and life safety, electrical, plumbing, heating and air conditioning, as well as energy conservation, accessibility, grading and site work. Contract inspection services could also include enforcement of compliance with conditions of approval and the requirements set forth on the plans for which the permit was issued. At the request of the City, and upon the availability of the consultant, building inspection may be performed after hours at a rate not to exceed 1 ½ times the agreed upon hourly rate. In addition, building inspectors are required to perform after-hours stand-by emergency response in the event of fires, accidents, etc.

Optional On-site Contract Services: Occasionally, the City may need to augment staff during times of staff vacations, leaves of absence, vacancies, and/or high volumes of plan check requests. If your firm can provide staffing to support these requests, please provide fee schedule and resume for proposed individual(s).

- Plan Check Engineer
- Plans Examiner
- Certified Accessibility Specialist (CAsp Inspector)
- Senior Building Inspector
- Permit Technician
- Building Official
- Others as requested, i.e.: Planner, Fire Inspector, Analyst, etc.

The applicant shall identify hourly rate ranges for each of the above responsibilities that could be relied upon during the contract period should the need arise to utilize such services. If you do not have experts in any of these areas, please indicate this in your response.

The City will provide the selected consultant with access to copies of all adopted Building Code Amendments, available data, information, reports, records, and maps available in City files that may be relevant to the contracted work. Research of and familiarity with this material shall be the responsibility of the consultant.

#### **FEE SCHEDULE/ RATE SHEET**

Consultants engaged in plan review services for the City of Redondo Beach will be compensated at a rate of sixty percent of the plan check fees collected by the City. Compensation for staff augmentation services will be based on an hourly rate. Consultants must submit a detailed hourly rate sheet, including a fee breakdown by personnel, to align with the service requirements outlined above. Additionally, consultants are required to provide a comprehensive accounting of hours worked on a monthly basis, which must be included in the corresponding monthly invoice.

#### **CONSULTANT'S PROPOSAL**

The City's third-party plan review consultant shall be compensated for their services based on percentage and/or hourly basis where identified. Proposals shall specify the following requirements.

1. Provide a proposed schedule of total fees for the components of the scope that you are submitting a proposal for and a listing of estimated other direct costs.
2. Where plan checks are designated as accelerated/expedited reviews by city staff, the

consultant will be compensated an additional 50% of the agreed hourly rate submitted in items above for the accelerated/expedited review. The consultant shall track the total number of hours spent on plan reviews and submit as part of monthly invoicing.

3. Applicants shall provide the City with the names, addresses, and phone numbers of at least three (3) references that have used their services over the past three years. Please advise these references that someone from the City of Redondo Beach may be contacting them to inquire about the firm's past/present services to them.
4. Applicant shall provide the City with a resume for each of the staff within your organization. This resume should include but not be limited to:
  - a. Related plan review experience
  - b. Type of structures reviewed
  - c. Number of years reviewing plans
  - d. Educational background
  - e. Appropriate degrees and certifications as related to plan checking
5. Applicants shall also submit one additional resume for the company. This resume would give a brief overview of the organization and would include (but not be limited to):
  - a. Plan check experience
  - b. Size of the organization
  - c. Number of years in the plan review business
6. Applicants shall provide a single point of contact and accountability for the City.
7. Describe how your firm manages client relationships, including your process for responding to phone calls and/or emails from City staff, including expected timelines for replies. and discuss your anticipated relationship with the City of Redondo Beach and your organization.
8. List any lawsuits or arbitration proceedings that have been initiated by or against your firm in the past five years. Briefly state the nature of the action and the outcome.
9. Describe your firm's customer service philosophy and provide examples where this philosophy is demonstrated.

## PROPOSAL REQUIREMENTS

### Communication with the City of Redondo Beach

All communications about this Request for Proposal must be directed through email to [Mercedes.Amely@Redondo.org](mailto:Mercedes.Amely@Redondo.org) with the subject line "Plan Check and Inspection Services RFP QUESTIONS". All questions related to this RFP should be submitted in writing via email and be addressed directly to the referenced contact person ensuring equity among proposers.

All questions must be submitted to the City via email no later than Thursday, April 3, 2025, at 5:30 PM. Responses to all questions will be disseminated at one time to all proposers via email by end of day on Thursday, April 8, 2025. Telephone communications or emails outside of the official RFP process shall not be binding upon the City. Contact with City employees or officials, other than the referenced contact person, is expressly prohibited without prior consent and may result in the disqualification of the applicant.

The proposal shall designate a representative to communicate with the City of Redondo Beach. The representative must be a person authorized to negotiate a contract in the company's name. The vendor must also identify a person who will act as the vendor's contract administrator. This person or a successor must have full authority to resolve any disputes arising with the City of Redondo Beach.

### Proposal Submission

Proposals must be submitted to the city electronically no later than 5:30 p.m. on Thursday, April 10, 2025, to [Mercedes.Amely@Redondo.org](mailto:Mercedes.Amely@Redondo.org) attention Mercedes Amely.

Proposals received after this date will not be considered and will be rejected. Proposals can be returned upon request.

The City will only accept electronic proposals at this time. If the file size is over 15MB, please email a link from a file-sharing website (such as Dropbox). Proposals must be submitted via email. In-person, hard copy, or FAX submittals will not be accepted. *All Proposals must be submitted via email with the Subject Line "Plan Check and Inspection Services Request for Submittal". In the body of the email, include the following:*

Request for Proposal  
Plan Check and Inspection Services  
"Name and Address of Proposer"

Proposals must be signed by an individual authorized to bind the proposing entity to all commitments contained therein. If necessary, proposers may place in a separate folder or files clearly identified as "confidential" all financial statements, copyrighted material, trade secrets, or other proprietary information that it asserts is exempt from disclosure under the Public Records Act. All claims of confidentiality will be assessed by the City Attorney's Office should any request for records be made in the future.

#### Tentative Proposal Schedule

The City reserves the right to make changes to the below schedule, but plans to adhere to the implementation of this bid process as follows:

RFP released date: **Monday, March 24, 2025**

Deadline for submitting questions: **Thursday, April 3, 2025**

Responses to question: **Thursday, April 8, 2025**

Proposal submittal due date: **Thursday, April 10, 2025**

#### Costs Incurred by the Consultant

The City of Redondo Beach shall not be liable for any costs incurred by the consultant in preparing or submitting a proposal to the City of Redondo Beach. Further, this request does not obligate the City to accept or contract for any expressed or implied services.

#### Contract

The selected consultant(s) shall agree to enter into a contract with the City of Redondo Beach to provide the services agreed upon.

#### Rejection of Proposals

The City of Redondo Beach reserves the right to reject any and all proposals and to waive informalities in the proposal process. The City of Redondo Beach does not intend to enter into an agreement solely on the basis of a submitted proposal or otherwise pay for the information solicited or obtained.

Subsequent procurement, if any, will be in accordance with the appropriate City of Redondo Beach contractual action. Noncompliance with any condition of this proposal may result in a recommendation to the City of Redondo Beach Council that the consultant be disqualified.

#### Insurance

Failure to provide insurance coverage and written acceptance of the tendered policy shall be deemed to constitute a material breach of contract by the vendor. The City of Redondo Beach reserves the right to then award the contract to another applicant. In order to protect the public interest and notwithstanding any provisions herein to the contrary, the consultant's failure to comply with any provision in this Section shall subject the contract to immediate termination without notice and without recourse by any person. **Insurance requirements are included in the attached "Insurance Requirements for Consultants (General)".**

#### Business License

The successful applicant(s) shall possess a current City of Redondo Beach business license on file at City Hall or purchase said license.

#### Validity of Proposals

Proposals shall be valid for one hundred eighty (180) working days from the submittal deadline.

#### Cost of Services

The City of Redondo Beach reserves the right to negotiate the amount for contract services.

## **CONSULTANT INFORMATION**

In submitting a proposal, each applicant shall also provide the following information. Brochures and advertisements will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items.

Organization: Describe your firm's qualifications to provide the service specified in this RFP. Be sure to include: the founding date (month and year) and brief history of the firm; facility/office location; current number of employees (full-time and part-time); special equipment acquired for the work; firm's vision and mission statements, and key services offered.

References: List three or more clients for whom you have provided plan check services. List references that are current and similar in size and scope of work. For each of these references, include the organization name, address, and the name and telephone number of the contact person.

Quality Control Program: Describe your firm's established "proactive" Quality Control program that you will be providing to the City, to ensure a high level of performance is maintained on a consistent basis.

Contract Administrator: Indicate the name, title, telephone number, and years of experience of the individual who will be administering the contract, if awarded to your firm.

Subcontracting: Is your firm planning to subcontract portions of the work? Please specify yes or no. If yes, indicate the name of the subcontractor(s) and the portion of the work that will be subcontracted in each case.

Employees: How many employees do you plan to hire or retain to provide the services specified in this RFP? Are they going to be permanent full-time or part-time employees?

Affiliations and Accreditation: If any, what are some of your firm's professional affiliations, accreditation, and awards?

## **EVALUATION PROCESS AND SELECTION CRITERIA**

Evaluation of the proposals will be based upon a competitive selection process. Selection will not, however, be limited to price alone. The City's primary objective is to retain a consultant(s) so that the City is best positioned to provide timely and professional plan review services in a qualified, efficient, and cost-effective manner, in combination with in-house City staff resources. City staff and evaluators will review all statements of proposals received prior to the stated deadline. The candidate will be evaluated on the following criteria:

1. Experience in providing the same or similar services
2. Ability to understand and perform the plan review and inspection tasks efficiently and in accordance with the requirements of City, approved documents and State adopted codes
3. Demonstrated ability to make appropriate judgments about building code interpretations and alternate methods of achieving compliance with applicable codes in consultations with the City's Building Official
4. Knowledge and familiarity with City of Redondo Beach Department of Community Development operations
5. Strength of personnel and team proposed to provide services
6. Cost to perform the required services as stated in the Scope of Work
7. Oral and written communication abilities
8. References

## 9. Responses to Scope of Work

The consultant must demonstrate its ability to perform the services required. The consultant must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner that addresses the stated evaluation criteria. Consultant shall be responsible for the accuracy of information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects, or litigation by the Consultant on previous contracts to be grounds for proposal rejection.

The City reserves the right to reject any or all Proposals, amend the RFP, and to discontinue or re-open the selection process at any time. The City reserves the right to request and obtain, from one or more consulting firms, supplementary information as may be necessary for the City to analyze the proposal pursuant to contract selection criteria. This may include requests for proposal clarifications, or solicitation of revised and/or best and final offers.

Upon completion of the evaluation phase, the City will select those consultants for interviews whose proposals and qualifications most closely conform to the requirements of this RFP. The consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City may choose to interview one or more firms responding to this RFP and may enter into more than one contract with multiple individuals or firms, if the City determines that is the best way to address the full range of services needed under this RFP.



## **INSURANCE REQUIREMENTS FOR CONSULTANTS (GENERAL)**

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

### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

### **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

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

Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

### **Deductibles and Self-Insured Retentions**

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

### **Other Insurance Provisions**

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

#### Additional Insured Endorsement

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

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

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

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

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

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

#### Acceptability of Insurers

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

#### Verification of Coverage

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

#### Subcontractors

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

#### Risk Management

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



# Administrative Report

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H.13., File # 25-0971

Meeting Date: 7/15/2025

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**To:** MAYOR AND CITY COUNCIL

**From:** MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

## **TITLE**

APPROVE AN AGREEMENT WITH ROBERT HALF, INC. FOR STAFF AUGMENTATION SERVICES IN THE COMMUNITY DEVELOPMENT DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$65,500 FOR THE TERM JULY 15, 2025 TO DECEMBER 31, 2025

## **EXECUTIVE SUMMARY**

Over the past year, the Community Development Department has utilized services from Robert Half Inc. to augment staffing levels in the Planning Division. This agreement would provide a temporary administrative specialist to assist the Department with implementation of the iWorQ permitting system.

## **BACKGROUND**

The Community Development Department recently launched the iWorQ permitting system, which has increased the demands on personnel in the Building and Planning Services Divisions who are in the process of learning the new system, refining the data, and educating the public on how to use it. To support this transition, staff recommends hiring a temporary administrative specialist through Robert Half Inc. This position would work 36 hours per week (9 hours per day, Monday through Thursday) to assist the public and provide essential administrative support to the Community Development Department.

The current agreement with Robert Half Inc. is set to expire on June 30, 2025. Given the different scope of services from the current agreement, a new agreement was prepared in the amount of \$65,000 for the term July 15, 2025 through December 31, 2025.

## **COORDINATION**

This Contract has been approved as to form by the City Attorney's Office.

## **FISCAL IMPACT**

Funding for the agreement is available in the Community Development Department's FY 25-26 Operating Budget.

## **APPROVED BY:**

*Mike Witzansky, City Manager*

## **ATTACHMENTS**

- Agmt - New Agreement, Signature & Insurance - Robert Half, Inc. - Community Development Department
- Agmt - Third Amendment, Signature & Insurance - Robert Half, Inc. - Community Development Department
- Certificate Of Insurance - Robert Half, Inc.

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND ROBERT HALF INC.**

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

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. Contractor agrees to assign one or more individuals (each an "Assigned Individual") to assist the City, as set forth in Exhibit "A".
- B. Term and Time of Completion. The term of the agreement is set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. Insurance. Contractor agrees to comply with the insurance requirements set forth in Exhibit "D".

\* \* \* \* \*

**GENERAL PROVISIONS**

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

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

4. Reserved.
5. Reserved.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.
8. Reserved.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the staffing services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of the staffing industry.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work performed prior to the effective date of termination; and (2) any applicable conversion fees. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not. Contractor may terminate this Agreement with thirty (30) days written notice to the City.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, reasonable attorney's fees, costs, and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any negligence or willful misconduct of Contractor in performance of the Agreement (including negligence or willful misconduct by any of its officers, agents, employees, Subcontractors), or its failure to comply with any of its obligations contained in the Agreement, violation of law except for such loss or damage which was caused by the gross negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and



shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
  18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.
  19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
  20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or

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

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference.
25. Reserved.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. Contractor guarantees City's satisfaction with Contractor's Assigned Individuals by extending to City a two (2) days (16 hours) guarantee for members of the administrative & customer support contract talent practice group (as applicable, the "Guarantee Period"). If, for any reason, City is dissatisfied with the Assigned Individual assigned to City, Contractor will not charge for the Guarantee Period worked, provided Contractor is allowed to replace the Assigned Individual. Unless City contacts Contractor before the end of the guarantee period, City agrees that Contractor's Assigned Individual is satisfactory for purposes of this guarantee.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.
36. Additional Terms. Nothing in this Agreement shall obligate Contractor's practice group or branch offices, other than Robert Half's administrative & customer support contract talent practice group of the Contractor's branch office located in Torrance, CA (the "Branch"), to perform services under the terms and conditions contained herein this Agreement. Notwithstanding the foregoing, Contractor shall be responsible for any liability or claim arising out of the Branch's performance of the services under the terms of this Agreement.

City shall supervise Assigned Individuals providing services to City. City shall not permit or require Assigned Individuals (i) to perform services outside of the scope of Assigned Individual's assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; (iv) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to use computers, or other electronic devices, software or network equipment owned or licensed by Assigned Individual; (vii) to operate machinery (other than office

machines) or automotive equipment. City may request that Contractor permit its Assigned Individuals to provide services to City remotely (i.e., from a location other than City's offices) using City's or Contractor's laptop and/or other computer or telecommunications equipment (the "Equipment"). City acknowledges and agrees that Contractor shall have no control over, and City shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Assigned Individual, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby.

Moreover, City must not require Assigned Individual to save or store any of City's files or other data on the Computer Systems provided by Contractor (including, but not limited to, any virtual desktop infrastructure solution). Since Contractor is not a professional accounting firm, City agrees that City will not permit or require Assigned Individual (a) to render an opinion on behalf of Contractor or on City's behalf regarding financial statements; (b) to sign the name of Contractor on any document; or (c) to sign their own names on financial statements or tax returns.

It is understood that City has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to City's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Assigned Individuals working on City's premises.

If City requires Contractor to perform background checks or other placement screenings of Assigned Individuals, City agrees to notify Contractor prior to the start of services under this Agreement. Contractor will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If City requests a copy of the results of any checks conducted on Contractor's Assigned Individuals, City agrees to keep such results strictly confidential and to use such results in accordance with applicable laws..

Unless otherwise provided by law, City agrees to agree to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure to hold in confidence the Assigned Individual's legally protected personal information.


*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15<sup>th</sup> day of July, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

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

ROBERT HALF INC.,  
a Delaware corporation

Signed by:  
  
By: Alexandra Von Tiergarten  
Name: Alexandra von Tiergarten  
Title: SVP

ATTEST:

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

APPROVED:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

**CONTRACTOR’S DUTIES**

This following statement of work (“SOW”) is incorporated into the Agreement by this reference and made a part thereof. Capitalized terms not otherwise defined herein are defined in the Agreement. Contractor shall assign one or more individual(s) to the City to assist the City with the completion of the following tasks:

A. Assistant Planner: The Assigned Individual(s) shall perform the core duties and functions within the professional planner job category in the Planning Division of the City’s Community Development Department. These duties shall include, but will not be limited to:

1. Public Information Services:

- a. Work professionally with the general public, development community, City staff, supervisors, and other departments.
- b. Provide information on the department policies, general plan policy, and zoning ordinance regulations to the public as necessary.
- c. Accurately interpret and apply ordinances and policies to development proposals, and clearly communicate these requirements to the general public and development community both in writing and verbally.
- d. Respond to public inquiries regarding zoning and planning matters by telephone, mail, email, or in person.

2. Current Planning:

- a. Review and process plans submitted by applicants.
- b. Provide staff support to groups, commissions, and committees, including but not limited to, the Planning Commission, Preservation Commission, and Harbor Commission, City Council, and neighborhood associations (collectively referred to as “Interested Parties”). This support shall include conducting research, processing entitlements, and drafting reports.
- c. Attend meetings and make oral presentations before the Interested Parties.
- d. Assist in the preparation of planning and zoning regulations, and department policies and procedures.

3. Advanced Planning:

- a. Tabulate, compile, analyze, and interpret statistical data and other data relating to social and economic trends concerning urban land use, population, housing, business, industry, and economic characteristics.

- b. Prepare maps, charts and graphs to interpret various planning studies and trends.
- c. Conduct research, analyze information, and draft reports regarding zoning, General Plan amendments and other advanced planning issues.
- d. Research planning and zoning trends in other jurisdictions.
- e. Operate automated mapping/geographic information systems.
- f. Conduct other special studies as needed.
- g. Perform other related duties as requested by the City Community Development Director or designee.

B. Administrative Assistant: The Assigned Individual(s) shall perform comprehensive administrative support to assist in the efficient operation of the City Community Development Department. This includes managing communications, supporting department operations, and ensuring the effective execution of administrative tasks as set forth below.

1. Communication Management:

- a. Answer and direct phone calls, emails, and inquiries from the public, developers, and other stakeholders.
- b. Serve as the first point of contact for department-related inquiries, providing accurate information or routing requests to the appropriate personnel.

2. Administrative Support:

- a. Provide administrative assistance, including scheduling meetings, preparing agendas, and maintaining department calendars.
- b. Prepare, edit, and distribute correspondence, reports, memos, and other documents upon City's request.
- c. Manage and maintain department records, files, and databases, ensuring information is up-to-date and easily accessible.
- d. Assist in the preparation of presentations, spreadsheets, and other materials for meetings and public hearings.

3. Project Assistance:

- a. Support ongoing projects and initiatives within the City Community Development Department by coordinating logistics, tracking project timelines, and assisting with documentation.
- b. Assist in the review and processing of planning applications, permits, and other departmental paperwork.

4. Community Engagement:

- a. Assist in organizing and coordinating community outreach events, workshops, and public meetings.
  - b. Provide information to the public regarding zoning, land use, and planning regulations, or direct the public to the appropriate resources.
  - c. Help prepare materials and communications for Community Development initiatives.
  - d. Perform general office duties, which shall include:
    - i. Monitoring office supplies and placing orders when necessary.
    - ii. Coordinating with other City departments to ensure seamless operations and communication.
5. Qualifications: Provide an Assigned individual with the following qualifications.
- a. At least a high school diploma or equivalent; but preferably an associate's degree or relevant certification.
  - b. Proven experience as an administrative assistant, preferably in a municipal or government setting.
  - c. Strong proficiency in Microsoft Office Suite (Word, Excel, Outlook, PowerPoint) and other office management software.
  - d. Excellent communication skills, both written and verbal, with a customer service-oriented approach.
  - e. Bilingual in Spanish preferred.
  - f. Ability to multitask, prioritize, and manage time effectively in a fast-paced environment.
  - g. Knowledge of local government operations, community development, and urban planning is preferable.
  - h. Strong organizational skills with attention to detail.
  - i. Strong communication skills, multitasking abilities, and a commitment to serving the community.

C. Assigned Individuals. Contractor shall assign the following individual(s) (each an "Assigned Individual") to City for this engagement:

<b>Title</b>	<b>Hourly Bill Rate</b>	<b>Estimated Start Date</b>	<b>Estimated End Date</b>
Assistant Planner: Adrian Frias	\$58.87/hr.	TBD - City designated date	12/31/2025
Administrative Assistant: Ebony Sutton Dill	\$43.00/hr.	TBD - City designated date	12/31/2025

If additional placements are required, a written amendment will need to be agreed on by both parties and signed by authorized representatives of both parties. The amendment will state at minimum the Assigned Individual's name, role, start date, and hourly rate.



## **EXHIBIT "B"**

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

**TERM.** The term of this Agreement shall commence July 15, 2025 and expire December 31, 2025 ("Term"), unless otherwise terminated as herein provided.

## EXHIBIT "C"

### COMPENSATION

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

1. **AMOUNT.** Contractor shall be paid in accordance with the schedule set forth below.

Title	Hourly Bill Rate
Assistant Planner	\$58.87/hr.
Administrative Assistant	\$43.00/hr.
<b>Total Not to Exceed Amount of SOW</b>	<b>\$65,000</b>

In the event City wishes to convert any of Contractor's Assigned Individuals, City agrees to pay a conversion fee in accordance with this Section. The conversion fee will equal a percentage of the Assigned Individual's aggregate annual compensation, including bonuses, based on length of assignment. City agrees to pay a conversion fee if Contractor's Assigned Individual is hired by an affiliate or other related business entity as a result of City's subsequent referral of the Assigned Individual or one of City's customers as a result of Assigned Individual providing services to that customer. The conversion fee is payable if City hires the Assigned Individual, regardless of the job classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. The same calculation will be used if City converts Contractor's Assigned Individual on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than \$1,000.

The conversion fee will equal a percentage of the Professional's aggregate annual compensation, including bonuses, based on the length of assignment:

0-159 hours worked = 20% of person's annual base salary  
160+ hours worked = 17% of person's annual base salary  
320+ hours worked = 14% of person's annual base salary  
480+ hours worked = 11% of person's annual base salary  
640+ hours worked = 8% of person's annual base salary  
720+ hours worked = 5% of person's annual base salary  
880+ hours worked = \$2000 flat fee

2. **METHOD OF PAYMENT.** Assigned Individual will present a time sheet or an electronic time record to City for verification and approval at the end of each week. Contractor will bill City weekly for the total hours worked. If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate. Contractor may charge City a fee for the provision of equipment or technology, if City requests that Assigned Individual use equipment or technology provided by Contractor. Contractor may also increase Contractor's rates to reflect increases in Contractor's cost of doing business, including costs associated with higher wages for workers and/or related taxes, benefits or other costs. Contractor will provide written or verbal notice of technology charges and/or increases in rates. Any increase in rates will be prospective, starting as of the effective date Contractor specifies.
3. **SCHEDULE FOR PAYMENT.** City shall process payment within 30 days of receipt of invoice.
4. **NOTICE.** Written notices to City and Contractor shall be given by email, or registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Robert Half Inc.  
970 W. 19<sup>th</sup> St. Suite 400  
Torrance, CA 90502  
Attention: David Saidnia, Regional Director/Vice President  
Email: David.Saidnia@roberthalf.com

With a Copy to:  
Robert Half Inc.  
2613 Camino Ramon  
San Ramon, CA 94583  
Attention: Client Contracts Dept.

Contractor: City of Redondo Beach  
Financial Services Department  
415 Diamond St.  
Redondo Beach, CA 90277  
Attention: Marc Wiener, Community Development Director  
Email: Marc.Wiener@redondo.org

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

## **EXHIBIT “D”**

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

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

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer’s Liability Insurance.

#### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

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

#### Deductibles and Self-Insured Retentions

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

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

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

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

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

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

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

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

#### Acceptability of Insurers

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

### Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded.

### Subcontractors

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2025

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 500 N. Brand Boulevard, Suite 100 Glendale CA 91203	<b>CONTACT NAME:</b> Robert Half Certificates <b>PHONE (A/C, No, Ext):</b> 818-539-1463 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> roberthalf_certificates@ajg.com
<b>INSURED</b> Robert Half Inc. including Accountemps 3001 Bishop Dr., Suite 140 San Ramon CA 94583	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Federal Insurance Company <b>INSURER B:</b> Underwriters at Lloyd's London <b>INSURER C:</b> Safety National Casualty Corporation <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
License#: 0D69293 ROBEHAL-03	<b>NAIC #</b> 20281 15792 15105

**COVERAGES****CERTIFICATE NUMBER:** 1715625383**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap Em.Liab <input checked="" type="checkbox"/> in OH, WA, WY,ND GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	3579-66-87	6/1/2025	6/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Employer Liability \$1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7323-32-17	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll.Ded: \$1,000/\$1,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			7921-71-07	6/1/2025	6/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	See Attached Supplemental	6/1/2025	6/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Personal Property w/ TIB Professional Liability Crime/Fidelity			3579-66-87 W268C2250701 W26978250701	6/1/2025 3/31/2025 3/31/2025	6/1/2026 3/31/2026 3/31/2026	Property Limit \$500,000 Per Claim/Aggregate \$5,000,000 Each Loss \$5,000,000

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

Professional Liability coverage are claims made and reported during the policy period. Certificate Holder is deemed Additional Insured on the above referenced General Liability and Auto Liability policies on a Primary and Non-Contributory basis as required by written contract for liability arising out of the Named Insureds' acts or omissions. Please refer to attached General Liability form for scope of Additional Insured status. Rights of Subrogation have been waived with respects to General Liability, Auto Liability and Workers Compensation Policies as required by written contract executed prior to loss.

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach 415 Diamond Street Redondo Beach CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**2025-2026 RHI Workers Compensation Policy Numbers**

<u>Policy#</u>	<u>States</u>	<u>Eff. Date</u>	<u>Exp. Date</u>	<u>Issuing Company</u>	<u>NAIC #</u>
<b>Robert Half International Inc. and Protiviti Inc.</b>					
LDS4064812	AOS: AL, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, NE, NV, NH, NJ, NM, NY, NC, OK, OR, PA RI, SC, TN, TX, UT, VA	6/1/2025	6/1/2026	Safety National Casualty Corp	15105
PS 4064813	WI	6/1/2025	6/1/2026	Safety National Casualty Corp	15105



## **COMMERCIAL AUTOMOBILE – BLANKET ADDITIONAL INSURED – POLICY EXCERPT**

Insured	Robert Half Inc.
Policy Number	7323-32-17
Policy Effective	June 1, 2025 – June 1, 2026; 12:01am Standard Time
Form Number	16-02-0292 (rev. 11-16)

### **BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

## **2. BROAD FORM INSURED**

### **D. Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

## **COMMERCIAL AUTOMOBILE – PRIMARY AND NON-CONTRIBUTORY – POLICY EXCERPT**

Insured	Robert Half Inc.
Policy Number	7323-32-17
Policy Effective	June 1, 2025 – June 1, 2026; 12:01am Standard Time
Form Number	CA 00 01 10 13

### **BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

#### **5. Other Insurance**

- a.** For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
  - (1)** Excess while it is connected to a motor vehicle you do not own; or
  - (2)** Primary while it is connected to a covered "auto" you own.
- b.** For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d.** When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

## **COMMERCIAL AUTOMOBILE – BLANKET WAIVER OF SUBROGATION – POLICY EXCERPT**

Insured	Robert Half Inc.
Policy Number	7323-32-17
Policy Effective	June 1, 2025 – June 1, 2026; 12:01am Standard Time
Form Number	16-02-0292 (rev. 11-16)

### **BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

#### **13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

# Liability Insurance

## Endorsement

<i>Policy Period</i>	JUNE 1, 2025 TO JUNE 1, 2026
<i>Effective Date</i>	JUNE 1, 2025
<i>Policy Number</i>	3579-66-87
<i>Insured</i>	ROBERT HALF INC.
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	JUNE 1, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

### Who Is An Insured

#### *Additional Insured - Scheduled Person Or Organization*

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

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**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

*Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

**Schedule**

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSURED ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative



## **Conditions**

(continued)

### ***Transfer Or Waiver Of Rights Of Recovery Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

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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

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY .

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

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	06/01/2025	Policy No.	LDS4064812	Endorsement No.
Insured	ROBERT HALF INC.	Premium \$	Included	
Insurance Company	Safety National Casualty Corporation			
Countersigned By _____				

**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**

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

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 06/01/2025

Policy No. PS 4064813

Endorsement No.

Insured ROBERT HALF INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_



**THIRD AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND ROBERT HALF INC.**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Third Amendment") is made and entered into on April 15, 2025, by and between the City of Redondo Beach, a chartered municipal corporation ("City"), and Robert Half Inc., a Delaware corporation ("Contractor").

WHEREAS, on June 18, 2024, the parties hereto entered into an Agreement for Project Services (the "Agreement");

WHEREAS, on September 17, 2024, the parties hereto entered into the First Amendment to the Agreement ("First Amendment") to add an Administrative Assistant position, extend the term to December 31, 2024, and increase the total compensation limit to \$79,999; and

WHEREAS, on December 3, 2024, the parties hereto entered into the Second Amendment to the Agreement ("Second Amendment") to extend the term to March 31, 2025, and increase the total compensation limit to \$112,499.

WHEREAS, the parties hereto now desire to further amend the Agreement.

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

1. **TERM AND TIME OF COMPLETION.** Exhibit "B" of the Agreement, was amended by Exhibit "B-1" and Exhibit "B-2", is hereby further amended to add Exhibit "B-3" which extends the term of the Agreement to June 30, 2025. Exhibit "B-3" is attached hereto and incorporated by this reference.
2. **COMPENSATION.** Exhibit "C" of the Agreement, was amended by Exhibit "C-1" and Exhibit "C-2", and is hereby further amended to add Exhibit "C-3" to increase Contractor's compensation limit by \$40,000, setting a new total not-to-exceed amount of \$152,499. Exhibit "C-3" is attached hereto and incorporated by this reference. Contractor shall continue to be compensated for the services described in Exhibits "A" and "A-1".
3. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment and this Third Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreements with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment and this Third Amendment, the terms of this Third Amendment shall govern.

[SIGNATURES ON NEXT PAGE]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2025

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 500 N. Brand Boulevard, Suite 100 Glendale CA 91203	<b>CONTACT NAME:</b> Robert Half Certificates <b>PHONE (A/C, No, Ext):</b> 818-539-1463 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> roberthalf_certificates@ajg.com
<b>INSURED</b> Robert Half Inc. including Accountemps 3001 Bishop Dr., Suite 140 San Ramon CA 94583	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Federal Insurance Company <b>INSURER B:</b> Underwriters at Lloyd's London <b>INSURER C:</b> Safety National Casualty Corporation <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
License#: 0D69293 ROBEHAL-03	<b>NAIC #</b> 20281 15792 15105

**COVERAGES****CERTIFICATE NUMBER:** 1715625383**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap Em.Liab <input checked="" type="checkbox"/> in OH, WA, WY,ND GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	3579-66-87	6/1/2025	6/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Employer Liability \$1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7323-32-17	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll.Ded: \$1,000/\$1,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			7921-71-07	6/1/2025	6/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	See Attached Supplemental	6/1/2025	6/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Personal Property w/ TIB Professional Liability Crime/Fidelity			3579-66-87 W268C2250701 W26978250701	6/1/2025 3/31/2025 3/31/2025	6/1/2026 3/31/2026 3/31/2026	Property Limit \$500,000 Per Claim/Aggregate \$5,000,000 Each Loss \$5,000,000

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

Professional Liability coverage are claims made and reported during the policy period. Certificate Holder is deemed Additional Insured on the above referenced General Liability and Auto Liability policies on a Primary and Non-Contributory basis as required by written contract for liability arising out of the Named Insureds' acts or omissions. Please refer to attached General Liability form for scope of Additional Insured status. Rights of Subrogation have been waived with respects to General Liability, Auto Liability and Workers Compensation Policies as required by written contract executed prior to loss.

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach  
415 Diamond Street  
Redondo Beach CA 90277

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

AUTHORIZED REPRESENTATIVE

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**2025-2026 RHI Workers Compensation Policy Numbers**

<u>Policy#</u>	<u>States</u>	<u>Eff. Date</u>	<u>Exp. Date</u>	<u>Issuing Company</u>	<u>NAIC #</u>
<b>Robert Half International Inc. and Protiviti Inc.</b>					
LDS4064812	AOS: AL, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, NE, NV, NH, NJ, NM, NY, NC, OK, OR, PA RI, SC, TN, TX, UT, VA	6/1/2025	6/1/2026	Safety National Casualty Corp	15105
PS 4064813	WI	6/1/2025	6/1/2026	Safety National Casualty Corp	15105

## **COMMERCIAL AUTOMOBILE – BLANKET ADDITIONAL INSURED – POLICY EXCERPT**

Insured	Robert Half Inc.
Policy Number	7323-32-17
Policy Effective	June 1, 2025 – June 1, 2026; 12:01am Standard Time
Form Number	16-02-0292 (rev. 11-16)

### **BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

## **2. BROAD FORM INSURED**

### **D. Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

## **COMMERCIAL AUTOMOBILE – PRIMARY AND NON-CONTRIBUTORY – POLICY EXCERPT**

Insured	Robert Half Inc.
Policy Number	7323-32-17
Policy Effective	June 1, 2025 – June 1, 2026; 12:01am Standard Time
Form Number	CA 00 01 10 13

### **BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

#### **5. Other Insurance**

- a.** For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
  - (1)** Excess while it is connected to a motor vehicle you do not own; or
  - (2)** Primary while it is connected to a covered "auto" you own.
- b.** For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d.** When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

## **COMMERCIAL AUTOMOBILE – BLANKET WAIVER OF SUBROGATION – POLICY EXCERPT**

Insured	Robert Half Inc.
Policy Number	7323-32-17
Policy Effective	June 1, 2025 – June 1, 2026; 12:01am Standard Time
Form Number	16-02-0292 (rev. 11-16)

### **BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

#### **13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

# Liability Insurance

## Endorsement

<i>Policy Period</i>	JUNE 1, 2025 TO JUNE 1, 2026
<i>Effective Date</i>	JUNE 1, 2025
<i>Policy Number</i>	3579-66-87
<i>Insured</i>	ROBERT HALF INC.
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	JUNE 1, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

### Who Is An Insured

#### *Additional Insured - Scheduled Person Or Organization*

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

---

**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

*Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

**Schedule**

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSURED ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative





## **Conditions**

(continued)

### ***Transfer Or Waiver Of Rights Of Recovery Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

---

**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**

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

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 06/01/2025

Policy No. LDS4064812

Endorsement No.

Insured ROBERT HALF INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_

**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**

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

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 06/01/2025

Policy No. PS 4064813

Endorsement No.

Insured ROBERT HALF INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_



# Administrative Report

H.14., File # 25-1011

Meeting Date: 7/15/2025

**To:** MAYOR AND CITY COUNCIL  
**From:** JOE HOFFMAN, CHIEF OF POLICE

## **TITLE**

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2507-050, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE DONATION, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT WITH THE CITY OF TORRANCE FOR THE DONATION OF A POLICE SERVICE DOG TO THE CITY OF REDONDO BEACH

## **EXECUTIVE SUMMARY**

Police Service Dog Max has served with the Torrance Police Department's Canine Unit since December 2023. Due to the separation of Max's assigned handler and current staffing shortages, the Torrance Police Department is unable to reassign a handler, resulting in Max's removal from active duty. Without continued deployment, Max is at risk of losing his perishable skills and facing premature retirement. The Redondo Beach Police Department has a current handler vacancy allowing for immediate redeployment of Max into City service upon approval.

## **BACKGROUND**

The Redondo Beach Police Department has the need, capacity, and a trained handler to immediately place Max into active service. Acquiring Max through a donation, provides an opportunity to fill a current canine handler vacancy within the Police Department at no cost to the City, preserve Max's operational capabilities, and enhance regional public safety. This acquisition will not expand the size of the Police Department's Canine Unit, but rather fill in an existing vacancy that will enhance overall capability and services.

The City's contracted canine training provider and subject matter expert, Canine Deployment Strategies, LLC (CDS), has also trained the Torrance Police Department's Canine Unit, including Police Service Dog Max. CDS has determined that Max is suitable for placement with the Redondo Beach Police Department and will complement the department's existing capabilities. Max is expected to provide service for Redondo Beach for four years.

Accepting Max as a donation aligns with both agencies' public safety goals and ensures the well-being of the canine. Should the Council approve the donation, the City of Redondo Beach will assume full responsibility and liability for Max, including indemnifying and holding harmless the City of Torrance from any future claims or damages arising from Max's performance.

## **COORDINATION**

The resolution was approved as to form by the City Attorney's Office

**FISCAL IMPACT**

There is no fiscal impact associated with this item. Based on a standard police service depreciation formula, Max's four years of remaining service life have an estimated commercial value of \$9,635.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Reso - Acceptance of Service Dog Donation
- Agmt - Service Dog Donation Agreement with City of Torrance

**RESOLUTION NO. CC-2507-050**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE DONATION, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT WITH THE CITY OF TORRANCE FOR THE DONATION OF A POLICE SERVICE DOG TO THE CITY OF REDONDO BEACH**

WHEREAS, the City of Torrance plans to donate a Police Service Dog to the City of Redondo Beach for use by the Beach Police Department; and

WHEREAS, the City of Torrance has requested as a condition of the donation that the City of Redondo Beach release, waive liability and indemnify the City of Torrance from damages that may arise as a result of the use of the donated Police Service Dog; and

WHEREAS, it is in the public interest that such release, waiver of liability and indemnity agreement be executed.

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

SECTION 1. That it approves the "Donation Agreement and Release and Waiver of Liability and Indemnity Agreement for the Receipt of a Donated Police Service Dog," which is attached hereto as "Exhibit A" and is incorporated herein by this reference, with the City of Torrance for the donation of a Police Service Dog to be used by the Redondo Beach Police Department.

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 15th day of July, 2025.

---

James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

---

Joy A. Ford, City Attorney

---

Eleanor Manzano, 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 the foregoing Resolution No. CC-2507-050 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 15th day of July 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Eleanor Manzano, CMC  
City Clerk



**DONATION AGREEMENT AND RELEASE AND WAIVER OF  
LIABILITY AND INDEMNIFICATION AGREEMENT FOR  
RECEIPT OF DONATED POLICE SERVICE DOG**

WHEREAS, the **City of Torrance** (hereinafter, the "City") desires to donate AS-IS WITHOUT WARRANTY, the Police Service Dog described in **Exhibit A** to the **City of Redondo Beach ("Donee")**.

WHEREAS, the Donee, as recipient of the donated Police Service Dog listed in Exhibit A, acknowledges the condition of said dog;

WHEREAS, the Donee, acknowledges the donated Police Service Dog is a trained Dual Purpose Police Dog and may be aggressive in certain situations;

WHEREAS, the Donee, as recipient of the donated Police Service Dog, acknowledges that use of said dog as a Police Service Dog will require ongoing maintenance and training;

WHEREAS, the Donee acknowledges that it shall remain responsible for obtaining any necessary maintenance and training in order to use the donated Police Service Dog;

WHEREAS, the Donee acknowledges that it is responsible for the proper operation of the donated Police Service Dog;

NOW, THEREFORE, the Donee agrees to the following waiver of liability and indemnity provisions:

1. **Receipt of Equipment.** The Donee acknowledges receipt of the following Police Service Dog donated by the City to the Donee: See "**Exhibit A**".

2. **No Warranties.** The City, including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, capabilities, or use of the donated Police Service Dog. The City makes no representations as to the health, abilities, or general condition of the donated Police Service Dog.

3. **Waiver of Liability.** The Donee does hereby waive, release, and discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the donated Police Service Dog. The entire risk as to the performance of the donated Police Service Dog is assumed by the Donee. In no event shall the City or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the donated Police Service Dog.

4. **Indemnification.** Donee agrees to indemnify and hold harmless the City, the City Council, each member therefore, present and future, its officers, agents and employees from and against any and all claims, liability and damages, arising from the use of the donated Police Service Dog. The obligation to indemnify, defend, and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees.

**IN WITNESS WHEREOF**, the City and Donee have caused this instrument to be executed on its behalf by officials duly authorized, therefore.

**CITY OF REDONDO BEACH,  
a chartered municipal corporation**

**CITY OF TORRANCE,  
a municipal corporation**

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

\_\_\_\_\_  
George Chen, Mayor

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

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

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Rebecca Poirier, City Clerk

APPROVED AS TO FORM:  
JOY A. FORD  
City Attorney

APPROVED AS TO FORM:  
PATRICK Q. SULLIVAN  
City Attorney

By: \_\_\_\_\_  
Joy A. Ford  
City Attorney

By: \_\_\_\_\_  
Jeanne-Marie K. Litvin  
Deputy City Attorney

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

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

Attachment: A) Police Service Dog to be Donated

## EXHIBIT A

The following Police Service Dog will be donated to CITY OF REDONDO BEACH, POLICE DEPARTMENT:

Description	Acquisition Date	Current Value
"Max" – Dutch Shepherd breed, Dual Purpose Police Service Dog	11/16/2023	\$9,635.00



# Administrative Report

H.15., File # 25-0854

Meeting Date: 7/15/2025

**To:** MAYOR AND CITY COUNCIL  
**From:** JOE HOFFMAN, POLICE CHIEF

## **TITLE**

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2507-051, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE SUSPENSION OF PREFERENTIAL PARKING HOURS IN THE VINCENT AND VINCENT 2 PREFERENTIAL PARKING DISTRICTS ON JULY 26, 2025 FROM 10:00 AM TO 7:00 PM FOR THE LOS ANGELES COUNTY POLICE CANINE ASSOCIATION 24TH ANNUAL POLICE CANINE DEMONSTRATION AND EDUCATIONAL PUBLIC SAFETY FAIR AT REDONDO UNION HIGH SCHOOL

## **EXECUTIVE SUMMARY**

For the interest of the community, staff recommends that the City Council temporarily waive the permit requirement and allow general public parking in the Vincent and Vincent 2 Preferential Parking Districts on July 26th from 10:00 am to 7:00 pm, to accommodate attendees of the Los Angeles County Police Canine Association (LACPCA) 24th Annual Police Canine Demonstration and Educational Public Safety Fair at Redondo Union High School.

## **BACKGROUND**

The City Council established preferential parking districts near the Redondo Union High School (RUHS) campus, where parking permits are required. The "Vincent District," which includes the 600 and 700 blocks of Vincent St. and the 100 and 400 blocks of El Redondo, restricts parking from 8:00 am to 10:00 pm daily. The "Vincent 2 District," which includes the 800 through 1100 blocks of Vincent St. and the 200 blocks of N. Lucia, N. Juanita, and N. Irena Avenues, restricts parking from 2:00 pm to 10:00 pm Monday through Friday and from 8:00 am to 10:00 pm on Saturday.

The 24th Annual LACPCA Police Canine Demonstration and Educational Public Safety Fair will take place at the Sea Hawk Bowl on the RUHS campus on Saturday, July 26th, 2025, starting at 1:00 pm. The LACPCA is comprised of over forty law enforcement agencies in Los Angeles County that utilize canine resources in police work. For over twenty years, many of these agencies have come together to stage a public police canine demonstration, which is frequently hosted at RUHS. The Police Department anticipates hundreds of attendees, many of whom will park on the south side of the school in the Vincent and Vincent 2 preferential parking districts.

Pursuant to section 3-7.1701 of the Redondo Beach Municipal Code, the City Council may revise the hours of preferential parking districts. In the interest of supporting community engagement and public safety education, staff respectfully recommends that the City Council temporarily suspend the permit parking restrictions in the Vincent and Vincent 2 Preferential Parking Districts on July 26, 2025

from 10:00 am to 7:00 pm. The temporary waiver would allow attendees to park freely in these areas to attend the event and has been approved by the City Council for the past several police canine demonstrations.

**COORDINATION**

The Police Department coordinated the preparation of this resolution with the City Attorney's Office.

**FISCAL IMPACT**

There is no fiscal impact associated with this item.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Reso - Suspension of Preferential Parking
- 2025 LACPCA 24<sup>th</sup> Annual Police Canine Demonstration Flyer

**RESOLUTION NO. CC-2507-051**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE SUSPENSION OF PREFERENTIAL PARKING HOURS IN THE VINCENT AND VINCENT 2 PREFERENTIAL PARKING DISTRICTS ON JULY 26, 2025 FROM 10:00 AM TO 7:00 PM FOR THE LOS ANGELES COUNTY POLICE CANINE ASSOCIATION 24TH ANNUAL POLICE CANINE DEMONSTRATION AND EDUCATIONAL PUBLIC SAFETY FAIR AT REDONDO UNION HIGH SCHOOL**

WHEREAS, on July 26, 2025, the City of Redondo Beach ("City") Police Department will host the Los Angeles County Police Canine Association ("LACPCA") 24th Annual Police Canine Demonstration and Educational Public Safety Fair at Redondo Union High School; and

WHEREAS, the City created the Vincent and Vincent 2 preferential parking districts, which are located near Redondo Union High School; and

WHEREAS, the LACPCA 24th Annual Police Canine Demonstration and Educational Public Safety Fair is expected to attract thousands of attendees from the community; and

WHEREAS, there is limited parking for these attendees at Redondo Union High School's property; and

WHEREAS, many of the attendees are expected to park in the Vincent and Vincent 2 preferential parking districts in violation of the preferential parking hours; and

WHEREAS, the issuance of citations for parking in violation of the Vincent and Vincent 2 preferential parking districts temporarily during the LACPCA 24th Annual Police Canine Demonstration and Educational Public Safety Fair would not be in the best interest of the community; and

WHEREAS, the City desires to suspend the preferential parking hours in the Vincent and Vincent 2 preferential parking districts from 10:00 AM to 7:00 PM on July 26, 2025 in order to provide additional parking for attendees of the LACPCA 24th Annual Police Canine Demonstration and Educational Public Safety Fair.

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

SECTION 1. That on July 26, 2025 the preferential parking restrictions in the Vincent and Vincent 2 preferential parking districts shall be suspended from 10:00 AM to 7:00 PM.

SECTION 2. This resolution shall take effect immediately upon its adoption by the City Council.

SECTION 3. 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 15th day of July, 2025.

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Joy A. Ford, City Attorney

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

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2507-051 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 15<sup>th</sup> day of July, 2025 and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Eleanor Manzano, CMC  
City Clerk





# LOS ANGELES COUNTY POLICE CANINE ASSOCIATION



@lacpca

## 24TH ANNUAL POLICE K9 DEMONSTRATION SATURDAY JULY 26, 2025



For Tickets, Advertising, Sponsorships & Safety Fair  
Information **CALL 310.390.2472**

Safety Fair 1-3 pm  
K-9 Demonstration 3-5 pm  
**REDONDO UNION HIGH SCHOOL**

**NO PETS PLEASE**





# Administrative Report

H.16., File # 25-0994

Meeting Date: 7/15/2025

**To:** MAYOR AND CITY COUNCIL  
**From:** MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

## **TITLE**

APPROVE A MULTI-YEAR AGREEMENT WITH SABLE COMPUTER INC., DBA KEEP IT SIMPLE INC., FOR THE PURCHASE OF RUBRIK CLOUD VAULT CLOUD SERVICES IN AN AMOUNT NOT TO EXCEED \$48,000 FOR THE TERM JULY 16, 2025 THROUGH JANUARY 15, 2028

## **EXECUTIVE SUMMARY**

Staff recommends approval of an agreement with Sable Computer, Inc. dba Keep IT Simple, Inc., for the continued use of Rubrik Cloud Vault cloud services in an amount not to exceed \$48,000 for a period of 30 months. This service provides secure, immutable, off-site data backups essential to the City's disaster recovery and cybersecurity readiness efforts.

## **BACKGROUND**

On October 29, 2024, the City Council approved the purchase of Rubrik enterprise server backup hardware and software to modernize and safeguard the City's data infrastructure, leveraging Keep it Simple as the City's selected reseller. Since that time, the City has been using a trial license of Rubrik's Cloud Vault software.

Rubrik Cloud Vault allows for Write Once, Read Many (WORM) immutable backups and provides geographic redundancy by storing backups in secure off-site data centers located in Arizona. This functionality plays a critical role in protecting the City's data from ransomware, physical disasters, and other cyber threats by ensuring that backup files cannot be altered or deleted once written and are accessible in the event of a physical disaster.

The trial period has proven successful, with Staff finding the software to be reliable, secure, and easy to use, enhancing the City's overall data protection strategy. Approval of this agreement will ensure the continued access to Rubrik Cloud Vault for an additional 30 months.

## **COORDINATION**

The Information Technology Department worked directly with Rubrik and Keep it Simple to develop the terms of the agreement. This agreement has been approved as to form by the City Attorney's Office.

## **FISCAL IMPACT**

Funding for this agreement is included in the Information Technology Department's FY 2025-26 operating budget. The purchase reflects a 65% discount off of the provider's list price.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Rubrik Cloud Vault Agreement
- Keep IT Simple/Sable Computer Fictitious Business Name Statement
- Certificate of Insurance

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND SABLE COMPUTER INC. DBA KIS, KIS COMPUTER CENTER, KEEP IT  
SIMPLE**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Sable Computer Inc., a California corporation dba KIS, KIS Computer Center, Keep it Simple ("Contractor" or "Consultant").

The parties hereby agree as follows:

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

\* \* \* \* \*

**GENERAL PROVISIONS**

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

Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

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

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

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

- b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether



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

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor

warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15<sup>th</sup> day of July, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

SABLE COMPUTER INC. a California  
corporation dba KIS, KIS Computer  
Center, Keep it Simple

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

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

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

**EXHIBIT “A”**  
**SCOPE OF WORK**

**CONTRACTOR’S DUTIES**

1. Contractor shall provide the City with thirty (30) months of cloud backup services using Rubrik Cloud Vault for government use, including but not limited to, premium support, as described in the Attachment “A” to this Exhibit “A”, which is incorporated herein by this reference.
2. Contractor shall coordinate with the City’s Information Technology Staff to ensure proper setup, deployment, and ongoing support for the service during the term of this Agreement.

## **ATTACHMENT “A”**

### **THIRTY MONTH RUBRIK CLOUD VAULT QUOTE**

See the attached quote.



# Keep IT Simple

---

**Keeping IT simple since 1988!**

**Dan Leinwohl**

Enterprise Account Manager

[dan@kiscc.com](mailto:dan@kiscc.com)

**(510) 403-7575**

43160 Osgood Road, Fremont, CA 94539 • Tel

510.403.7500 •

Fax 510 403 7504 Contact Us 1 kiscc.com • www.kiscc.com



KIS - Keep IT Simple  
43160 Osgood Road  
Fremont, CA 94539  
United States

Quote #	13601 v2
Date	2025/06/13
Expires	2025/07/30
Sales Contact	Doug Wenzel

**Prepared for** City of Redondo Beach  
Mike Cook  
415 Diamond St Door  
2 Redondo Beach, CA  
90277 United States  
  
T: (310) 697-3221  
E: mike.cook@redondo.org

ACCEPT QUOTE

# Thirty month Rubrik Cloud Vault Quote

## Fees

Category	Item	Qty	Price	Total
Cloud Service	Rubrik Cloud Vault - Backup - Government, per BETB, Premium Support, Prepay Term: 30 Months	100	\$480.00	\$48,000.00 <sup>†</sup>
	Rubrik Cloud Vault - Backup - Government, per BETB, Premium Support, Prepay Term: 30 months Gov Cloud Rubrik, Inc. - RS-BT-CVBG-PE-PP			
<sup>†</sup> Non-taxable item			<b>Total</b>	<b>\$48,000.00 USD</b>

Please contact us if you have any questions.

ACCEPT QUOTE

## Cost Breakdown

Category	Fees
Cloud Service	\$48,000.00
<b>Total</b>	<b>\$48,000.00 USD</b>

## Contact





**Doug Wenzel | Sales Operations Associate**

(510) 403-7572 | [doug@kiscc.com](mailto:doug@kiscc.com)

Keep IT Simple

43160 Osgood  
Road, Fremont,  
CA 94539

Keeping IT  
Simple Since  
1988.

[www.kiscc.com](http://www.kiscc.com)

## **EXHIBIT “B”**

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

**TERM.** The term of this Agreement shall commence on July 16, 2025 and expire January 15, 2028, unless otherwise terminated as herein provided.

**EXHIBIT "C"**  
**COMPENSATION**

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

- I. **AMOUNT.** Contractor shall be paid for the services described in Exhibit "A" in the amount of \$48,000 as set forth in Attachment "A" to Exhibit "A".
- II. **METHOD OF PAYMENT.** Contractor shall submit a one-time invoice in the amount of \$48,000 following execution of the Agreement, indicating the dates of service, description of services performed, and total amount for City's approval and payment. Invoice(s) must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- III. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within forty-five (45) days of receipt of invoice(s), provided, however, that services are completed to City's reasonable satisfaction.
- IV. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor:       Sable Computer Inc. dba KIS,  
                          KIS Computer Center, Keep it Simple  
                          43160 Osgood Road  
                          Fremont CA 94539  
                          Attention: Sean Canevaro  
                          Email: sean@kiscc.com

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

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

## **EXHIBIT “D”**

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

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

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

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

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

Employer’s Liability Insurance.

#### **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

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

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

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

#### **Deductibles and Self-Insured Retentions**

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

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

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

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

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

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

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

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

#### Acceptability of Insurers

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

### Verification of Coverage

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

### Subcontractors

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

### Risk Management

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

MELISSA WILK, Alameda County Clerk-Recorder  
 1106 Madison Street, Oakland, CA 94607  
 Telephone: (510) 272-6362  
 Website: [www.acgov.org/auditor/clerk](http://www.acgov.org/auditor/clerk)

**ENDORSED  
FILED  
ALAMEDA COUNTY**

MAR 29 2022

EXPIRED BY: MAR 28 2027

**FICTITIOUS BUSINESS NAME STATEMENT**

Pursuant to Business and Professions Code Sections 17900-17930

MELISSA WILK, County Clerk  
 By Al Deputy

**PLEASE NOTE:**

YOU WILL BE REQUIRED TO PRESENT A VALID GOVERNMENT ISSUED PHOTO ID TO FILE THIS STATEMENT IN PERSON.  
 TYPE OR PRINT LEGIBLY AND FIRMLY IN BLACK OR DARK BLUE INK ONLY

FILE NUMBER: 58774112

PLEASE READ INSTRUCTIONS ON BACK OF THIS FORM

(Do not write above this line)

A. \* Print Fictitious Business Name (please number if more than one business name)

KIS, KIS Computer Center, Keep It Simple

B. \*\* Street address of principal place of business

43160 Osgood Road

Mailing Address, if different

City  
FremontState  
CAZip  
94539County  
Alameda

City

State

Zip

C. \*\*\*REGISTERED OWNER(S): (If more than four owners, attach The Additional Information Form showing owner's information)

1. Registrant/Corp/LLC

Sable Computer Inc.

Residence Address (P.O. Box not accepted)

43160 Osgood Road

City

Fremont

State

CA

Zip

94539

If Corporation or LLC - Print State of Incorporation/Organization  
California

2. Registrant/Corp/LLC

Residence Address (P.O. Box not accepted)

City

State

Zip

If Corporation or LLC - Print State of Incorporation/Organization

3. Registrant/Corp/LLC

Residence Address (P.O. Box not accepted)

City

State

Zip

If Corporation or LLC - Print State of Incorporation/Organization

4. Registrant/Corp/LLC

Residence Address (P.O. Box not accepted)

City

State

Zip

If Corporation or LLC - Print State of Incorporation/Organization

D. \*\*\*\*THIS BUSINESS IS CONDUCTED BY: (Check one)

☐ an Individual☐ Married Couple☐ State or local registered Domestic Partners☐ Co-partners☐ a Joint Venture☐ a General Partnership☐ a Limited Liability Partnership☐ a Trust☒ a Corporation☐ a Limited Partnership☐ a Limited Liability Company☐ an Unincorporated association other than a partnershipE. \*\*\*\*\*Insert the date the registrant first commenced to transact business under the fictitious business name or names listed above. 05/31/1989

(Insert N/A if you haven't started to transact business)

I declare that all information in this statement is true and correct.

A registrant who declares as true any material matter pursuant to this section that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (1,000).

F. \*\*\*\*\*Registrant Susan Canevaro Title C.F.O.

(Print name)

(Corporation, print name and title of officer. If LLC, print name and title of officer or manager.)

Registrant Signature Sus Canevaro

(See instructions for authorized signatories/titles)

This statement was filed with the Clerk-Recorder of Alameda County on the date indicated by the filing stamp in the upper right hand corner.

**NOTICE:** In accordance with subdivision (a) of Section 17920, a fictitious name statement generally expires at the end of five years from the date on which it was filed in the office of the county clerk, except, as provided in subdivision (b) of section 17920, where it expires 40 days after any change in the facts set forth in the statement pursuant to section 17913 other than a change in the residence address of a registered owner. A new fictitious business name statement must be filed before the expiration. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14411 et seq., Business and Professions Code).

White - Clerk's Copy Yellow Copy - Bank &amp; other Required Needs (Certified) Pink Copy - Newspaper Copy Goldenrod Copy - Registrant's Copy



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2025

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

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

<b>PRODUCER</b>  SPECIALTY PROGRAM GROUP LLC 203 N LaSalle Street, Ste 2000 Chicago, IL 60601	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> 888-466-8868 <b>FAX (A/C, No):</b> (877) 826-9067 <b>E-MAIL ADDRESS:</b> <table border="1"> <tr> <th data-bbox="815 426 1430 447">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1563 447">NAIC #</th> </tr> <tr> <td data-bbox="815 455 1430 478"><b>INSURER A:</b> The Hartford</td> <td data-bbox="1437 455 1563 478">30104</td> </tr> <tr> <td data-bbox="815 487 1430 510"><b>INSURER B:</b> Hartford Accident &amp; Indemnity Co</td> <td data-bbox="1437 487 1563 510">22357</td> </tr> <tr> <td data-bbox="815 518 1430 541"><b>INSURER C:</b></td> <td data-bbox="1437 518 1563 541"></td> </tr> <tr> <td data-bbox="815 550 1430 573"><b>INSURER D:</b></td> <td data-bbox="1437 550 1563 573"></td> </tr> <tr> <td data-bbox="815 581 1430 604"><b>INSURER E:</b></td> <td data-bbox="1437 581 1563 604"></td> </tr> <tr> <td data-bbox="815 613 1430 636"><b>INSURER F:</b></td> <td data-bbox="1437 613 1563 636"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> The Hartford	30104	<b>INSURER B:</b> Hartford Accident & Indemnity Co	22357	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b>  Sable Computer Inc DBA KIS 43160 Osgood Road Fremont, CA 94539															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	✓	✓	83UUNZH2270	4/17/2025	4/17/2026	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
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GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	✓	✓	83UENAF0291	4/17/2025	4/17/2026	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			83RHUZH2109	4/17/2025	4/17/2026	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	83WECBR0Y93	4/17/2025	4/17/2026	<table border="1"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			

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

RE: As required by written contract/agreement, City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are an additional insured with respects to General Liability per attached HG00010916, Automobile Liability per attached HA99160312; and Waiver of Subrogation applies to General Liability (p. 17 of 21 of attached HG00010916), and Automobile Liability (p. 4 of 5 of attached HA99160312) endorsements. As required by a signed written contract, General Liability coverage is Primary & Non-Contributory (p. 15 & 16 of 21 of attached HG00010916) and Automobile Liability is Primary & Non-Contributory (p. 2 of 5 of attached HA99160312) endorsements. The policy shall not be canceled or changed without a minimum of thirty (30) days advance written notice per form IL00171198.

## CERTIFICATE HOLDER

## CANCELLATION

City of Redondo Beach Mike Cook 415 Diamond St, Door 2 Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

## SECTION I - COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice And Good Samaritan Coverage**
- "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
  - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
  - (b) Any health or therapeutic service, treatment, advice or instruction; or
  - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
  - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
  - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

#### **f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible;

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the

operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

**(2) Any loss, cost or expense arising out of any:**

**(a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

**(b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1)** A watercraft while ashore on premises you own or rent;
- (2)** A watercraft you do not own that is:
  - (a)** Less than 51 feet long; and
  - (b)** Not being used to carry persons for a charge;
- (3)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

**(4)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

**(5)** "Bodily injury" or "property damage" arising out of:

**(a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

**(b)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

**(6)** An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

**(1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

**(2)** The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

**(1)** War, including undeclared or civil war;

**(2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

**(3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

**(1)** Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,



enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

#### **k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

#### **n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### **o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

#### **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating,

detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**s. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

### b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

### d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

### e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

### g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

## h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

## i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or
- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
  - (a) Copyright;
  - (b) Slogan; or
  - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

## j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

## k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the

insured hosts, owns, or over which the insured exercises control.

**I. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

- (4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

**q. Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

**r. Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

**s. Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**u. Employment-Related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.



This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

#### **v. Asbestos**

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

#### **w. Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

## **COVERAGE C MEDICAL PAYMENTS**

### **1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
 provided that:
  - (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

### **2. Exclusions**

We will not pay expenses for "bodily injury":

#### **a. Any Insured**

To any insured, except "volunteer workers".

#### **b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### **c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

#### **d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

#### **e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**SECTION II - WHO IS AN INSURED****1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:****a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that

"volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and

- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

**(2) "Property damage" to property:**

- (a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

### 3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

### 4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

### 5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

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

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

#### a. Vendors

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

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

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or



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

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

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

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

#### **b. Lessors Of Equipment**

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

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

#### **c. Lessors Of Land Or Premises**

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

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### **d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or

omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

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

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

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

#### **e. Permits Issued By State Or Political Subdivisions**

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

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

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

#### **f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;

- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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.

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

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

#### 1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

#### 2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

#### 3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

#### 4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

#### 5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

#### 6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

## **7. Medical Expense Limit**

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

## **8. How Limits Apply To Additional Insureds**

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

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

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

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

### **d. Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### **e. Additional Insureds Other Insurance**

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

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

### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;

- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

##### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

### (6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

### (7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

#### (a) Primary Insurance When Required By Contract

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

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

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



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

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

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### **c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### **5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

### **6. Representations**

#### **a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

#### **b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

### **8. Transfer Of Rights Of Recovery Against Others To Us**

#### **a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V - DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
  - b. An interactive conversation between or among persons through a computer network.
2. **"Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. **"Auto"** means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. **"Bodily injury"** means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"Coverage territory"** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in a. above;
- (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

8. **"Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section III - Limits of Insurance;

- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

**13. "Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**14. "Loading or unloading"** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**15. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**16. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**17. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

**18. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**19. "Products-completed operations hazard":**

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**20. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
  - b. Created or used on; or
  - c. Transmitted to or from;
- computer software, including systems and applications software, hard or floppy disks, CD-



ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**21. "Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**22. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**23. "Volunteer worker"** means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24. "Your product":**

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**25. "Your work":**

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.



## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

**E. Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

**F. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.



Lisa Levin, Secretary



Douglas Elliot, President



## UMBRELLA LIABILITY POLICY PROVISIONS

In this policy the words "you" and "your" refer to the Named Insured first shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. "We", "us" and "our" refer to the stock insurance company member of The Hartford Financial Services Group Inc. shown in the Declarations.

Other words and phrases that appear in quotation marks also have special meaning. Refer to DEFINITIONS (Section VII).

IN RETURN FOR THE PAYMENT OF THE PREMIUM, in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms of this policy, we agree with you as follows:

### SECTION I - COVERAGES

#### INSURING AGREEMENTS

##### A. Umbrella Liability Insurance

1. We will pay those sums that the "insured" becomes legally obligated to pay as "damages" in excess of the "underlying insurance" or of the "self-insured retention" when no "underlying insurance" applies, because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies caused by an "occurrence". But, the amount we will pay as "damages" is limited as described in **Section IV - LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section II - INVESTIGATION, DEFENSE, SETTLEMENT.**

2. This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" only if:
  - a. The "bodily injury", "property damage" or "personal and advertising injury" occurs during the "policy period"; and
  - b. Prior to the "policy period", no insured listed under Paragraph **A.** of Section **III - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "policy period", that

the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".

3. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph **A.** of Section **III - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

##### B. Exclusions

This policy does not apply to:

###### 1. Pollution

Any obligation:

- a. To pay for the cost of investigation, defense or settlement of any claim or suit against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the pollution hazard; or
- b. To pay any "damages", judgments, settlements, loss, costs or expenses that may be awarded or incurred:
  - i. By reason of any such claim or suit or any such injury or damage; or
  - ii. In complying with any action authorized by law and relating to such injury or damage.

As used in this exclusion, pollution hazard means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal:

- a. Pollutants;
- b. Contaminants;



- c. Irritants; or
- d. Toxic substances;

Including:

Smoke;

Vapors;

Soot;

Fumes;

Acids;

Alkalies;

Chemicals, and

Waste materials consisting of or containing any of the foregoing. Waste includes materials to be recycled, reconditioned or reclaimed.

### EXCEPTION

This exclusion does not apply:

- a. To "bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- b. To injury or damage as to which valid and collectible "underlying insurance" with at least the minimum limits shown in the Schedule of Underlying Insurance Policies is in force and applicable to the "occurrence". In such event, any coverage afforded by this policy for the "occurrence" will be subject to the pollution exclusions of the "underlying insurance" and to the conditions, limits and other provisions of this policy. In the event that "underlying insurance" is not maintained with limits of liability as set forth in the Schedule of Underlying Insurance Policies, coverage under any of the provisions of this exception does not apply.

Exception b. does not apply to:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is :
  - (a) Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";

(b) Otherwise in the course of transit by or on behalf of the "insured"; or

(c) Being stored, disposed of, treated or processed in or upon any "auto";

- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph (1) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

- a. The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- b. The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any following equipment:
  - i. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment; and
  - ii. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers.

Paragraphs (2) and (3) above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto"

covered by the "underlying insurance" if:

- a. The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto", and
- b. The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

## 2. Workers Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

## 3. Contractual Liability

Liability assumed by the "insured" under any contract or agreement with respect to an "occurrence" taking place before the contract or agreement is executed.

## 4. Personal And Advertising Injury

This policy does not apply to "personal and advertising injury".

### EXCEPTION

This exclusion does not apply to the extent that coverage for such "personal and advertising injury" is provided by "underlying insurance", but in no event shall any "personal and advertising injury" coverage provided under this policy apply to any claim or "suit" to which "underlying insurance" does not apply.

Any coverage restored by this **EXCEPTION** applies only to the extent that such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule of Underlying Insurance Policies.

## 5. Underlying Insurance

Any injury or damage:

- a. Covered by "underlying insurance" but for any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
- b. For which "damages" would have been payable by "underlying insurance" but for the actual or alleged insolvency or financial impairment of an underlying insurer.

## 6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, operation,

maintenance, use, entrustment to others, loading or unloading of any aircraft:

- a. Owned by any "insured"; or
- b. Chartered or loaned to any "insured".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to aircraft that is:

- a. Hired, chartered or loaned with a paid crew; but
- b. Not owned by any "insured".

This exclusion does not apply to "bodily injury" to any of your "employees" arising out of and in the course of their employment by you.

## 7. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, loading or unloading of any watercraft.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- a. Watercraft you do not own that is:
  - (1) Less than 51 feet long, and
  - (2) Not being used to carry persons or property for a charge;
- b. "Bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- c. Any watercraft while ashore on premises owned by, rented to or controlled by you.

## 8. War

Any injury or damage, however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### **9. Damage To Property**

"Property damage" to property you own.

#### **10. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **11. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **12. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

#### **13. Recall Of Products, Work Or Impaired Property**

"Damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired Property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect,

deficiency, inadequacy or dangerous condition in it.

#### **14. Expected Or Intended**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### **15. Employer Liability**

Coverage afforded any of your "employees" for "bodily injury" or "personal and advertising injury":

- a. To other "employees" arising out of and in the course of their employment;
- b. To the spouse, child, parent, brother or sister of that "employee" as a consequence of such "bodily injury" to that "employee".
- c. To you or, any of your partners or members, (if you are a partnership, joint venture), or your members (if you are a limited liability company); or
- d. Arising out of the providing or failing to provide professional health care services.

Subparagraphs a. and b. of this exclusion apply:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

#### **EXCEPTION**

Subparagraphs a. and b. of this exclusion do not apply if "underlying insurance" is maintained providing coverage for such liability with minimum underlying limits, as described in the Schedule of Underlying Insurance Policies.

#### **16. Property Damage To Employee's Property**

Coverage afforded any of your "employees" for "property damage" to property owned or occupied by or rented or loaned to:

- a. That "employee";
- b. Any of your other "employees";
- c. Any of your partners or members (if you are a partnership or joint venture); or
- d. Any of your members (if you are a limited liability company).

**17. Uninsured Or Underinsured Motorists**

Any claim for:

- a. Uninsured or Underinsured Motorists Coverage;
- b. Personal injury protection;
- c. Property protection; or
- d. Any similar no-fault coverage by whatever name called;

Unless this policy is endorsed to provide such coverage.

**18. Employment Practices Liability**

- a. Any injury or damage to:
  - (1) A person arising out of any:
    - (a) Refusal to employ that person;
    - (b) Termination of that person's employment; or
    - (c) Employment-related practices, policies, acts or omissions, such as but not limited to: coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
  - (2) The spouse, child, parent, brother or sister of that person, as a consequence of any injury or damage to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- i. Whether the injury-causing event described in part (1) above occurs before employment, during employment or after employment of that person;
- ii. Whether the "insured" may be liable as an employer or in any other capacity; and
- iii. To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

**19. Employee Retirement Income Security Act**

Any liability arising out of intentional or unintentional violation of any provision of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (commonly referred to as the Revision Act of 1974), or any amendments to them.

**20. Asbestos**

Any injury, damages, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "asbestos hazard" that:

- a. May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard"; or
- b. Arise out of any request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of any "asbestos hazard"; or
- c. Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**21. Racing And Stunting Activities**

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or loading or unloading of any "auto" or "mobile equipment" while being used in any:

- a. Prearranged or organized racing, speed or demolition contest;
- b. Stunting activity; or
- c. Preparation for any such contest or activity.

**22. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- a. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- b. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit



monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

### 23. Limited Underlying Coverage

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" for which:

- a. an "underlying insurance" policy or policies specifically provides coverage; but
- b. because of a provision within the "underlying insurance" such coverage is provided at a limit or limits of insurance that are less than the limit(s) for the "underlying insurance" policy or policies shown on the Schedule of Underlying Insurance Policies.

### 24. Recording And Distribution Of Material Or Information In Violation Of Law

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or

limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## SECTION II - INVESTIGATION, DEFENSE, SETTLEMENT

A. With respect to "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies (whether or not the "self-insured retention" applies) and

1. For which no coverage is provided under any "underlying insurance"; or
2. For which the underlying limits of any "underlying insurance" policy have been exhausted solely by payments of "damages" because of "occurrences" during the "policy period",

We:

1. Will have the right and the duty to defend any "suit" against the "insured" seeking "damages" on account thereof, even if such "suit" is groundless, false or fraudulent; but our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under coverages afforded by this policy;
2. May make such investigation and settlement of any claim or "suit" as we deem expedient;
3. Will pay all expenses incurred by us, all court costs taxed against the "insured" in any "suit" defended by us and all interest on the entire amount of any judgment therein which accrues after the entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the applicable limit of insurance. However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured;
4. Will pay all premiums on appeal bonds required in any such "suit", premiums on bonds to release attachments in any such "suit" for an amount not in excess of the applicable limit of insurance, and the cost of bail bonds required of the "insured" because of an accident or traffic law violation arising out of the operation of any vehicle to which this policy applies, but we will have no obligation to apply for or furnish any such bonds;
5. Will pay all reasonable expenses incurred by the "insured" at our request in assisting us in the investigation or defense of any claim or "suit", including actual loss of earnings not to exceed \$500 per day per "insured";

and the amounts so incurred, except settlement of claims and "suits," are not subject to the "self-insured retention" and are payable in addition to any applicable limit of insurance.

The "Insured" agrees to reimburse us promptly for amounts paid in settlement of claims or "suits" to the extent that such amounts are within the "self-insured retention".

- B. You agree to arrange for the investigation, defense or settlement of any claim or "suit" in any country where we may be prevented by law from carrying out this agreement. We will pay defense expenses incurred with our written consent in connection with any such claim or "suit" in addition to any applicable limit of insurance. We will also promptly reimburse you for our proper share, but subject to the applicable limit of insurance, of any settlement above the "self-insured retention" made with our written consent.
- C. We will have the right to associate at our expense with the "insured" or any underlying insurer in the investigation, defense or settlement of any claim or "suit" which in our opinion may require payment hereunder. In no event, however, will we contribute to the cost and expenses incurred by any underlying insurer.

### SECTION III - WHO IS AN INSURED

#### A. If you are doing business as:

- 1. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner.
- 2. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.
- 3. A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers.
- 4. An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
- 5. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.

#### B. Each of the following is also an "insured":

- 1. Your "volunteer workers" only while performing duties related to the conduct of

your business, or your "employees," other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts:

- a. Within the scope of their employment by you or while performing duties related to the conduct of your business; and
  - b. Only if such "volunteer workers" or "employees" are insureds under "underlying insurance" with limits of liability no less than stated in the Schedule of Underlying Insurance Policies, subject to all the coverage, terms, conditions and limitations of such "underlying insurance".
2. Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued prior to the "bodily injury," "property damage," or "personal and advertising injury"; and
  - b. Unless limits of liability specified in such written contract, written agreement or permit is greater than the limits shown for "underlying insurance"; or
  - c. Beyond the period of time required by the written contract or written agreement.
3. Any person or organization having proper temporary custody of your property if you die, but only:
- a. With respect to liability arising out of the maintenance or use of that property; and
  - b. Until your legal representative has been appointed.
4. Your legal representative if you die, but only with respect to his or her duties as such. That representative will have all your rights and duties under this policy.
- C. With respect to "auto", any "insured" in the "underlying insurance" is an "insured" under this insurance policy, subject to all the limitations of such "underlying insurance".
- D. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain

financial interest of more than 50% of the voting stock, will qualify as an "insured" if there is no other similar insurance available to that organization.

However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
  2. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  3. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- E.** Each person or organization, not included as an "insured" in Paragraphs A., B., C., or D., who is an "insured" in the "underlying insurance" is an "insured" under this insurance subject to all the terms, conditions and limitations of such "underlying insurance".

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

With respect to any person or organization who is not an "insured" under "underlying insurance", coverage under this policy shall apply only to loss in excess of the amount of the "underlying insurance" or "self-insured retention" applicable to you.

However, coverage afforded by reason of the provisions set forth above applies only to the extent:

- (i) Of the scope of coverage provided by the "underlying insurance" but in no event shall coverage be broader than the scope of coverage provided by this policy and any endorsements attached hereto; and
- (ii) That such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule of Underlying Insurance Policies.

#### **SECTION IV - LIMITS OF INSURANCE**

- A.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
1. "Insureds";
  2. Claims made or "suits" brought;
  3. Persons or organizations making claims or bringing "suits"; or
  4. Coverages under which damages are covered under this policy.

- B.** The Limit of Insurance stated as the General Aggregate Limit is the most we will pay for the sum of "damages", other than "damages":

1. Because of injury or damage included within the "products-completed operations hazard";
2. Because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you; and
3. Because of "bodily injury" and "property damage" arising out of the ownership, operations, maintenance, use, entrustment to others, loading or unloading of any "auto".

- C.** The Limit of Insurance stated as the Products Completed Operations Aggregate Limit is the most we will pay for "damages" because of injury or damage included within the "products-completed operations hazard".

- D.** The Limit of Insurance stated as the Bodily Injury By Disease Aggregate Limit is the most we will pay for "damages" because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you.

- E.** Subject to **B.**, **C.**, or **D** above, whichever applies, the Each Occurrence Limit is the most we will pay for "damages" because of all "bodily injury", "property damage", and "personal and advertising injury" arising out of any one "occurrence".

- F.** Our obligations under this insurance end when the applicable Limit of Insurance available is used up. If we pay any amounts for "damages" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.

- G.** The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations. However, if the "policy period" is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

#### **SECTION V - NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)**

- A.** The insurance does not apply:

1. To "bodily injury" or "property damage":
  - a. With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured

under any such policy but for its termination upon exhaustion of its limit of liability; or

- b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**2. To "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:**

- a. The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
- c. The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

**B. As used in this exclusion:**

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "special nuclear material" or "by-product material";

"Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or

concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (1) Any "nuclear reactor";
- (2) Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel," or (c) handling, processing or packaging "waste";
- (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

## **SECTION VI - CONDITIONS**

### **A. Premium**

All premiums for this policy shall be computed in accordance with Item 5 of the Declarations. The premium stated as such in the Declarations is a deposit premium only which shall be credited to the amount of any earned premium. At the close of each "policy period", the earned premium shall be computed for such period, and upon notice thereof to the Named Insured first shown in the Declarations shall become due and payable by such Named Insured.

If the total earned premium for the "policy period" is less than the premium previously paid and more than the minimum premium, we shall return to such Named Insured the unearned portion paid by such Named Insured.

The Named insured first shown in the Declarations shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the "policy period" and at such times during the "policy period" as we may direct.



**B. Inspection And Audit**

We shall be permitted but not obligated to inspect your property and operations at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on your behalf or for your benefit or that of others to determine or warrant that such property or operations are:

1. Safe;
2. Healthful; or
3. In compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the "policy period" and extensions thereof and within three years after the final termination of this policy, insofar as they relate to the subject matter of this policy.

**C. Duties In The Event Of Occurrence, Claim Or Suit**

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim under this policy. This requirement applies only when such "occurrence" is known to any of the following:
  - a. You or any additional insured that is an individual;
  - b. Any partner, if you or an additional insured are a partnership;
  - c. Any manager, if you or an additional insured are a limited liability company;
  - d. Any "executive officer" or insurance manager, if you or an additional insured are a corporation;
  - e. Any trustee, if you or an additional insured is a trust; or
  - f. Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

To the extent possible, notice should include:

- a. How, when and where the "occurrence" took place;
  - b. The names and addresses of any injured persons and witnesses; and
  - c. The nature and location of any injury or damage arising out of the "occurrence" or "offense".
2. If a claim is made or "suit" is brought against any insured, you must:
    - a. Immediately record the specifics of the claim or "suit" and the date received; and

- b. Notify us in writing as soon as practicable if the claim is likely to exceed the amount of the "self-insured retention" or "underlying insurance", whichever applies.

**3. You and any other involved insured must:**

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of any "self-insured retention" or "underlying insurance", whichever applies;
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this policy or any "underlying insurance" or "self-insured retention" may apply.

**4. No insured will, except at that insured's own cost, make or agree to any settlement for a sum in excess of:**

- a. The total limits of "underlying insurance"; or
- b. The "self-insured retention" if no "underlying insurance" applies without our consent.

**5. No insureds will, except at that insured's own cost, make a payment, assume any obligation, or incur any expenses, other than first aid, without our consent.****D. Assistance And Cooperation Of The Insured**

The "insured" shall:

1. Cooperate with us and comply with all the terms and conditions of this policy; and
2. Cooperate with any of the underlying insurers as required by the terms of the "underlying insurance" and comply with all the terms and conditions thereof.

The "insured" shall enforce any right of contribution or indemnity against any person or organization who may be liable to the "insured" because of "bodily injury", "property damage" or "personal and advertising injury" with respect to this policy or any "underlying insurance".

**E. Legal Action Against Us**

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this policy unless all of its terms and those of the "underlying insurance" have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but, we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the limit of liability. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### **F. Appeals**

In the event the "insured" or the "insured's" underlying insurer elects not to appeal a judgment in excess of the "underlying insurance" or the "self-insured retention," we may elect to make such appeal, at our cost and expense.

If we so elect, we shall be liable in addition to the applicable Limit of Insurance, for the:

1. Taxable costs;
  2. Disbursements; and
  3. Additional interest incidental to such appeal;
- But in no event will we be liable for "damages" in excess of the applicable aggregate Limit of Insurance.

If a judgment is rendered in excess of the limits of "underlying insurance" and we offer to pay our full share of such judgment, but you or your underlying insurers elect to appeal it, you, your underlying insurers or both will bear:

- a. The cost and duty of obtaining any appeal bond;
- b. The taxable costs, disbursements and additional interest incidental to such appeal; and
- c. Any increase in damages over the amount the matter could have been settled for after the verdict was entered and before the appeal was filed.

#### **G. Other Insurance**

This policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this policy.

These excess provisions apply, whether such other insurance is stated to be:

1. Primary;
2. Contributing;
3. Excess; or
4. Contingent.

#### **H. Transfer Of Rights Of Recovery Against Others To Us**

##### **1. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or a part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after a loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

- a. Recoveries shall be applied to reimburse:

- (1) First, any interest (including the Named Insured) that paid any amount in excess of our limit of liability;
- (2) Second, us, along with any other insurers having a quota share interest at the same level;
- (3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

- b. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

##### **2. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the "insured" has waived any rights of recovery against any person or organization for all or part of any payment we have made under this policy, we also waive that right, provided the "insured" waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

#### **I. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. Notice to any agent, or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy, or stop us from asserting any rights under the terms of this policy.

The Named Insured first shown in the Declarations is authorized on behalf of all "insureds" to agree with us on changes in the terms of this policy.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this policy.

**J. Separation Of Insureds**

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the Named Insured first shown in the declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**K. Maintenance Of Underlying Insurance**

Policies affording in total the coverage and limits stated in the Schedule of Underlying Insurance Policies shall be maintained in full effect during the currency of this policy. Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable only to the extent that we would have been liable had you complied herewith.

The Named Insured first shown in the Declarations shall give us written notice as soon as practicable of any of the following:

1. Any change in the coverage or in the limits of any "underlying insurance", including but not limited to a change from occurrence coverage to claims made coverage;
2. Termination of part or all of one or more of the policies of "underlying insurance";
3. Reduction or exhaustion of an aggregate limit of liability of any "underlying insurance".

The "self-insured retention" shall not apply should the "underlying insurance" be exhausted by the payment of claims or "suits" which are also covered by this policy.

**L. Cancellation**

1. The Named Insured first shown in the Declarations may cancel this policy by mailing or delivering to us or to any of our authorized agents advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the Named Insured first shown in the Declarations at the address shown in this policy, written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if such Named Insured fails to pay the premium or any installment when due; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will state the effective date of cancellation. The "policy period" will end on that date.

Delivery of such notice by the Named Insured first shown in the Declarations or by us will be equivalent to mailing.

4. If the Named Insured first shown in the Declarations cancels, the refund may be less than pro rata, but we will retain any minimum premium stated as such in the Declarations. If we cancel, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

**M. Non-Renewal**

1. If we decide not to renew, we will mail or deliver to the Named Insured first shown in the Declarations, at the address shown in this policy, written notice of non-renewal at least 30 days before the end of the "policy period".
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If we offer to renew but such Named Insured does not accept, this policy will not be renewed at the end of the current "policy period".

**N. Workers' Compensation Agreement**

With respect to "bodily injury" to any officer or other employee arising out of and in the course of employment by you, you represent and agree that you have not abrogated and will not abrogate your common-law defenses under any Workers' Compensation Law by rejection of such law or otherwise. If at any time during the "policy period" you abrogate such defenses, the insurance for "bodily injury" to such officer or other employee automatically terminates at the same time.

**O. Bankruptcy Or Insolvency**

In the event of the bankruptcy or insolvency of the "insured" or any entity comprising the "insured", we shall not be relieved of any of our obligations under this policy.

**P. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. The statements in the Schedule Of Underlying Insurance Policies are accurate and complete;
- c. The statements in a. and b. are based upon representations you made to us;
- d. We have issued this policy in reliance upon your representations; and
- e. If unintentionally you should fail to disclose all hazards at the inception of this policy, we shall not deny coverage under this policy because of such failure.

**SECTION VII - DEFINITIONS**

**Except as otherwise provided in this section or amended by endorsement, the words or phrases that appear in quotation marks within this policy shall follow the definitions of the applicable "underlying insurance" policy.**

**"Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

**"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

**"Auto"** means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**"Covered pollution cost or expense"** means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is:
  - a. Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";
  - b. Otherwise in the course of transit by or on behalf of the "insured"; or
  - c. Being stored, disposed of, treated or processed in or upon any "auto"; or
- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs **6.b** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**"Damages"** include prejudgment interest awarded against the "insured" on that part of the judgment we pay.

"Damages" do not include:

1. Fines;
2. Penalties; or
3. Damages for which insurance is prohibited by the law applicable to the construction of this policy.

Subject to the foregoing, "damages" include damages for any of the following which result at any time from "bodily injury" to which this policy applies:

1. Death;
2. Mental anguish;
3. Shock;
4. Disability; or
5. Care and loss of services or consortium.

**"Insured"** means any person or organization qualifying as an insured in the applicable WHO IS AN INSURED provision of this policy. The insurance afforded applies separately to each "insured" against whom claim is made or "suit" is brought, except with respect to the limit of our liability under LIMITS OF INSURANCE (SECTION IV).

**"Occurrence"** means

1. With respect to "bodily injury" or "property damage": an accident, including continuous or

repeated exposure to substantially the same general harmful conditions, and

2. With respect to "personal and advertising injury": an offense described in one of the numbered subdivisions of that definition in the "underlying insurance".

**"Policy period"** means the period beginning with the inception date stated as such in the Declarations and ending with the earlier of:

1. The date of cancellation of this policy; or
2. The expiration date stated as such in the Declarations.

**"Self-insured retention"** means the amount stated as such in the Declarations which is retained and payable by the "insured" with respect to each "occurrence".

**"Underlying insurance"** means the insurance policies listed in the Schedule of Underlying Insurance Policies, including any renewals or replacements thereof, which provide the underlying coverages and limits stated in the Schedule of Underlying Insurance Policies. The limit of "underlying insurance" includes:

1. Any deductible amount;
2. Any participation of any "insured"; and
3. Any "self-insured retention" above or beneath any such policy;

Less the amount, if any, by which the aggregate limit of such insurance has been reduced by any payment relating to any act, error, omission, injury, damage or offense for which insurance is provided by this policy, including Medical Payments Coverage as described in the "underlying insurance." The coverages and limits of such policies and any such deductible amount, participation or "self-insured retention" shall be deemed to be applicable regardless of:

1. Any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
2. The actual or alleged insolvency or financial impairment of any underlying insurer or any "insured".

The risk of insolvency or financial impairment of any underlying insurer or any "insured" is borne by you and not by us.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

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

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

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

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

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

##### **C. Lessors as Insureds**

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

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

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

##### **D. Additional Insured if Required by Contract**

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

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

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

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

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

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

(3) Additional Insureds Other Insurance

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

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

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

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

**E. Primary and Non-Contributory if Required by Contract**

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

(3) Primary Insurance When Required By Contract

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

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

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

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

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

The OTHER INSURANCE Condition is amended by adding the following:

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

### 3. AMENDED FELLOW EMPLOYEE EXCLUSION

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

Coverage is excess over any other collectible insurance.

### 4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

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

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

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

### 5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

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

### 6. LOAN/LEASE GAP COVERAGE

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

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

### 7. AIRBAG COVERAGE

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

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

### 8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

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

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

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or



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

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

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

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

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

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

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

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

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

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

#### **11. TWO OR MORE DEDUCTIBLES**

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

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

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

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

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

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 83 WEC BR0Y93

**Endorsement Number:**

**Effective Date:** 04/17/25

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** SABLE COMPUTER INC

43160 OSGOOD RD  
FREMONT CA 94539

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_  
Authorized Representative



# Administrative Report

H.17., File # 25-0995

Meeting Date: 7/15/2025

**To:** MAYOR AND CITY COUNCIL  
**From:** MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

## **TITLE**

APPROVE A TWO-YEAR AGREEMENT WITH COMCATE INC. FOR AN ACCESS REDONDO CUSTOMER RELATIONSHIP MANAGEMENT SOFTWARE AND SYSTEM UPGRADE IN AN AMOUNT NOT TO EXCEED \$72,322.28 FOR THE TERM JULY 1, 2024 THROUGH JUNE 30, 2026

## **EXECUTIVE SUMMARY**

Staff recommends that the City Council approve a two-year agreement with Comcate Inc. in an amount not to exceed \$72,322.28, for continued cloud-based services and a comprehensive system upgrade to the Access Redondo platform, for both web and mobile applications. This agreement will ensure service continuity through June 30, 2026, while upgrading the system to meet modern web and mobile standards. It will also add new functionality to improve resident engagement and internal efficiency.

Of the total agreement amount, \$23,900 is specifically allocated for the system upgrade component. The remaining balance covers two years (one year retroactively and one year for the current fiscal year) of cloud service subscriptions, support, and maintenance. This allocation ensures both continuity of current services, continuity of contractual terms and delivery of enhancements.

## **BACKGROUND**

For more than two decades, the City of Redondo Beach has relied on Comcate Inc. (Comcate) to provide and support the Access Redondo customer relationship management (CRM) platform. The system serves as the City's primary tool for interacting with residents and managing public requests, including those related to public works, repair tracking, public records, and code enforcement. While the City is one of Comcate's longest-standing customers, there is currently no active agreement in place. Since the expiration of the previous contract on July 1, 2024, services have been billed on a month-to-month basis.

As part of the City's 2025-2026 strategic planning initiative, staff identified the need to modernize Access Redondo in alignment with current usability and accessibility standards. This agreement will not only provide retroactive coverage from July 1, 2024, but also extends through June 30, 2026. It includes a system upgrade from Comcate's legacy platform to their latest generation of web and mobile applications. Additionally, the upgrade introduces new features such as single sign-on (SSO) integration and the ability to incorporate SurveyMonkey for enhanced customer feedback collection.

## **COORDINATION**

The Information Technology Department coordinated with Comcate to develop the terms and conditions of the agreement. Input was gathered from Access Redondo's most critical stakeholders including Code Enforcement, Public Works, the City Clerk's Office, Information Technology and a representative of the City Council. This item is directly related to a 2025-2026 Strategic Planning Goal and an approved FY 2025-26 Budget Response Report. The agreement has been approved as to form by the City Attorney's Office.

**FISCAL IMPACT**

The total cost of the two-year agreement with Comcate Inc. will not exceed \$72,322.28. Funding is available in the Information Technology Department's FY 2024-25 and FY 2025-26 Operating Budgets to cover the cost.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Comcate Inc. Services and System Upgrade
- Insurance - Certificate of Insurance



COMCSOF-01

MJORDAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2025

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

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

PRODUCER <b>Acrisure Partners West Coast Insurance Services, LLC</b> 1950 W Corporate Way #1 Anaheim, CA 92801	CONTACT NAME: <b>Melissa Jordan</b>	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: <b>MJordan@acrisure.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Hartford Underwriters Insurance Company</b>	<b>30104</b>
INSURED  <b>Comcate Software, Inc.</b> <b>David Richmond</b> <b>144 Linden Street</b> <b>Oakland, CA 94607</b>	INSURER B : <b>The Continental Insurance Company</b>	<b>35289</b>
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		57SBAAW80MG	10/1/2024	10/1/2025	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b> \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		57SBAAW80MG	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			57SBAAW80MG	10/1/2024	10/1/2025	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	3013173104	6/12/2025	6/12/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Errors/Omissions			57SBAAW80MG	10/1/2024	10/1/2025	Claim 1,000,000 /Agg <b>2,000,000</b>
A	Cyber			57SBAAW80MG	10/1/2024	10/1/2025	Claim \$1,000,000 Agg <b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CRIME Coverage Policy # J06298461 - Limit of Liability \$2,000,000. Effective 3/15/2025-3/15/2026

The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are added as additional insureds to the general liability and automobile liability coverages per written contract with the named insured.

## CERTIFICATE HOLDER

## CANCELLATION

City of Redondo Beach Information Technology Department 415 Diamond Street Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



## BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

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

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

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

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

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

**a. Vendors**

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

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

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;





- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
  - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
  - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
    - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
    - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
  - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
    - (a) In connection with your premises;
    - (b) In the performance of your ongoing operations performed by you or on your behalf; or
    - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
      - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
      - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
  - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

    - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
    - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

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





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

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

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations performed by you or on your behalf;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
    - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, surveying, inspection, architectural or engineering activities.

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

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

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

The parties hereby agree as follows:

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

\* \* \* \* \*

**GENERAL PROVISIONS**

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

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

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

- b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Cybersecurity. Contractor shall comply with the cybersecurity requirements set forth in Exhibit "E".
17. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
18. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
19. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
20. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein. Consultant acknowledges that the services provided under this Agreement are unique and may not be assigned or subcontracted without the prior written consent of the City, which consent shall not be unreasonably withheld, delayed, or conditioned.

Notwithstanding the foregoing, Consultant may assign its rights and delegate its obligations under this Agreement with prior written notice:

- a. To any entity acquiring all or substantially all of Consultant's assets or equity (by merger, sale, or otherwise), or

- b. As part of a bona fide corporate reorganization, restructuring, or change of control, provided that the successor entity expressly assumes in writing all rights, duties, liabilities, and obligations of Consultant under this Agreement, including but not limited to performance obligations, confidentiality requirements, indemnification obligations, and insurance responsibilities, and Consultant provides the City with prior written notice of such assignment.

Consultant shall remain responsible for the performance of any approved subcontractor. Consultant shall furnish the City with a copy of any subcontract agreement.

The sale, assignment, transfer, or disposition of fifty percent (50%) or more of the ownership or voting control of Consultant shall be deemed an assignment for purposes of this Agreement. also constitute an assignment for purposes of this Agreement.

- 21. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
- 22. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
- 23. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
- 24. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
- 25. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
- 26. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

27. Time of Essence. Time is of the essence of this Agreement.
28. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
30. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
31. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
32. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
33. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
34. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.



35. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
36. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
37. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15<sup>th</sup> day of July, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

COMCATE SOFTWARE, INC.,  
a California corporation

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

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

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **I. DEFINITIONS**

- A. EFM Enterprise Edition. EFM Enterprise Edition ("EFM") is a web-based citizen contact management service known as eFeedback Manager. It consists of a citizen panel accessed over the Internet.
- B. Code Enforcement Manager. Code Enforcement Manager ("GEM") compliments eFM citizen contact management software. It meets the Code Enforcement division's workflow requirements and automates routine tasks.
- C. Citizen Mobile Access. Citizen Mobile Access ("CMA") is an application that allows people to report potholes, graffiti, streetlight outages and other issues by taking photos and entering information on their smartphone, tablet, laptop, and other devices.
- D. GIS Enterprise. Enables integration with Geographic Information Systems ("GIS") server data to automatically populate property attributes, including but not limited to ownership info and CDBG eligibility. GIS Enterprise leverages the most up to date tax assessor data to ensure accuracy amongst address validation. GIS Enterprise also allows users to create map views of case locations with the ability to filter cases by priority, case status, and other criteria.
- E. Single Sign On. Consultant uses Okta to support authentication of City users accessing its web applications. Consultant shall support integration between Consultant/Okta and the City's ("IdP"), such as Azure AD or Microsoft AD, to facilitate user authentication.
- F. Customer Satisfaction Tracker. Enables the City to send surveys to residents following the closure of a service request to gather feedback on their customer service experience. Roll up reports are included to identify trend data across departments or service categories.
- G. Technology. EFM, GEM, CMA, and GIS shall be collectively defined as Technology.
- H. Normal Business Hours. Monday to Friday 8:30am to 5:00pm PST.

#### **II. CONSULTANT'S DUTIES**

Consultant shall perform the following duties.

**A. EFM**

1. Provide unlimited "seats" or accounts to City for the use of EFM.
2. Host database and SSL-encrypted application on secure server.
3. Provide web based embedded help windows.
4. Provide customization, technical support, on-site training if contracted by the City, maintenance, enhancements, updates, and routine technical support training with respect to the use of the EFM during Consultant's normal business hours.
5. Provide routine maintenance, trouble shooting, and repairs, as necessary to ensure City's access to the EFM and City's Data.
6. Except to the extent that upgrades and enhancements of the EFM include new modules or features not previously offered as part of the EFM as of the date hereof, City is entitled to maintenance upgrades of the EFM at no additional cost.
7. Provide all support services during Consultant's normal business hours telephonically, via e-mail, or via modem connection. Consultant shall install "help screens" within the EFM to assist City to utilize the EFM.

**B. CEM**

1. Provide use of CEM for four (4) Code Enforcement officers ("Full Edit User") and two managers/supervisors ("Read-Only User").
2. Provide City-specific customizations to accommodate City specific work flow of the application.
3. Host database and SSL-encrypted application on secure server.
4. Provide Web based embedded help windows.
5. Provide routine technical support training with respect to the use of CEM.
6. Provide one hour of free web-based training on the use of CEM, including implementation and project management.

7. Provide routine maintenance, trouble shooting, and repairs, as necessary to ensure City's access to CEM and City's Data. Perform these services during Consultant's normal business hours.
8. Except to the extent that upgrades and enhancements of CEM include new modules or features not previously offered as part of CEM as of the date hereof, City is entitled to maintenance upgrades of CEM within the cost of the Agreement.
9. Provide all support services during Consultant's normal business hours telephonically, via e-mail, or via modem connection. Consultant shall install "help screens" within CEM to assist City to utilize CEM.

**C. CMA**

1. Provide CMA, which allows people to report on potholes, graffiti, streetlight outages and other issues via smartphones, tablets, laptops, and other similar devices.
2. Ensure CMA is downloadable from the Apple's App Store, Google Play Store, and City website.
3. Ensure CMA allows people to upload photos, use their device's location services to automatically map the location of their request, track its status 24/7 via the internet, and correspond with the party while the case is in process.
4. Convert the request submitted through CMA into a case and ensure the case is routed through EFM.
5. Ensure CMA allows the location data to be logged and added via GPS to the case.
6. Configure CMA to integrate with other City used applications, including but not limited to, EFM and GEM.
7. Host Database and SSL encrypted application on secure server for CMA.
8. Provide support services during Consultant's normal business hours by telephone, e-mail, or modem connection.

9. Install "help screen" within EFM help pages for CMA use to assist City in utilizing the Technology.
10. Provide Web Based Embedded help windows in CMA.

#### **D. GIS ENTERPRISE**

GIS Enterprise is included in this Agreement.

1. Provide unlimited use of either GIS Enterprise Edition or GIS Lite.
2. Provide unlimited Customer Support.
3. Provide software enhancements and maintenance.
4. Provide full implementation support including project management, training and configurations.

### **III. ACKNOWLEDGMENTS**

- A. City expressly acknowledges that City is solely responsible for any use of the Technology, and such use will be entirely at City's own risk. City agrees that the Technology shall not be used for or in connection with any illegal purpose, including intellectual property infringement, fraud, or defamation.
- B. Consultant acknowledges that it will "host" the Technology and agrees that it shall backup data, and protect and store City's Data.
- C. Consultant shall maintain access rights to City's Data and shall secure such data and Consultant warrants the Technology shall be able to be accessed by Microsoft Edge and above and Google Chrome browser. The Word merge functionality shall be supported on Microsoft Office 2019 and above. The Outlook Module shall be supported on Microsoft Windows 10 and above.

### **IV. GRANT OF LICENSE AND USE OF PRODUCT**

Consultant grants to City a limited, revocable, non-exclusive, and non-transferable license to use the Technology. City may not take any of the following actions.

- A. Alter or modify, or create derivative works from the Technology or the accompanying documentation.

- B. Publish, rent, sell, loan, lease, distribute, redistribute, transmit, license, sublicense or otherwise transfer or assign the Technology or the accompanying documentation whether by operation of law or otherwise, with or without consideration, and through any means, including without limitation, the Internet or other electronic means.
- C. Translate, decipher, reverse assemble, reverse compile or reverse engineer the Technology, or otherwise attempt to discover any source code or underlying Propriety Information (as defined below).
- D. Publish or provide any results of any tests run, accounts or other information regarding the Technology to any third party without Consultant's prior written consent or permit any third party to perform such tests.
- E. Delete, remove or obscure any proprietary notices of Consultant on the Technology or accompanying documentation.
- F. Develop or support any computer software product, which is derived from or based on the Technology.

#### **V. OWNERSHIP OF INTELLECTUAL PROPERTY**

Title to, ownership of and intellectual property rights in the Technology, the accompanying documentation, Proprietary Information (as defined below), and all copies thereof shall be and at all times remain with Consultant or its designees, as applicable. All rights not expressly licensed herein are reserved to Consultant. City hereby acknowledges that this Agreement is a license agreement and not an agreement for sale.

#### **VI. CITY'S DATA**

In accordance with Section 3 of the Agreement, all data and databases, including but not limited to, any and all communications generated by the City, its officers, employees, elected and appointed officials and citizens, in connection with the use of Technology, and all notes, digital pictures, notices generated by the use of GEM (collectively "City's Data") are owned by City and shall remain the sole property of City. Upon termination of this Agreement, Consultant shall, at the request of City, return or destroy all of City's Data in the possession of Consultant promptly following such request. Consultant shall not use City's Data without the express written consent of City.

#### **VII. NONDISCLOSURE**

City acknowledges that, in the course of using the Technology pursuant to this Agreement, City may obtain confidential or proprietary information relating to the Technology, the accompanying documentation to the Technology or Consultant, including without limitation, all technical, know-how and specifications proprietary technical, financial, personnel, marketing, pricing, sales and/or commercial information with respect to the products and services of the parties, as well as ideas, concepts, designs, computer programs and inventions and all record bearing media containing or disclosing such Proprietary Information which are disclosed pursuant to this Agreement, and any information and data which is, or should be reasonably understood to be, confidential or proprietary to the disclosing party (collectively "Proprietary Information"). Proprietary Information shall belong solely to Consultant.

Proprietary Information shall not include information that is or becomes publicly known through required disclosure pursuant to federal, state and local laws, including but not limited to, the Public Records Act (California Government Code §§ 7920.000 et seq.) or disclosed through no wrongful act of City. City will not use or disclose Proprietary Information to third parties without the prior written consent of Consultant, and City will undertake reasonable measures to maintain the Proprietary Information in confidence. City agrees to report to Consultant any unauthorized use or disclosure of Proprietary Information of which City has actual knowledge.

In addition to the requirements of Section 26 of this Agreement, Consultant acknowledges that, in the course of supporting and maintaining the Technology for the City, Consultant may obtain information regarding the City and its users of the Technology ("City's Information"). City's Information and City's Data shall remain the City's exclusive property. Consultant shall not disclose or use any of City's Information or any of City's Data, which was generated as the result of the City's use of the Technology to any person or entity without the City's express prior written consent. Consultant shall protect and maintain the integrity and confidentiality of the City's Information and City's Data. Each party shall protect and safeguard the Proprietary Information, City's Information and City's Data using at least the same degree of care such party uses to protect its own Proprietary Information, City's Information, or City's Data.

Notwithstanding the foregoing, the receiving party may disclose information if:

- A. It is or becomes generally known to the public through no fault of, or breach of this Agreement by, the receiving party;
- B. It is rightfully in the receiving party's possession at the time of disclosure without an obligation of confidentiality;



- C. It is independently developed by the receiving Party without use of the disclosing party's Confidential Information;
- D. It is rightfully obtained by the receiving Party from a third party without restriction on use or disclosure;
- E. It is required to be disclosed by the receiving party pursuant to law, rule, regulation, subpoena, or court order, including but not limited to the California Public Records Act (California Government Code §§ 7920.000 et seq.)
- F. It is disclosed due to a rule, order, referral, or request, including without limitation any rule, order, referral, or request of City Council; or
- G. It is disclosed as part of the City's customary contract approval process.

## **EXHIBIT "B"**

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

**TERM.** This Agreement shall commence on July 1, 2024 and shall continue until June 30, 2026, unless otherwise terminated as herein provided.

## EXHIBIT "C"

### COMPENSATION

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

#### I. FEES

- A. Compensation for Services Rendered from July 1, 2024 through June 30, 2025. Consultant shall be paid the following amounts, inclusive of all local, state and federal sales taxes.

Item	Annual Amount
CMA	\$3,000.00
eFM	\$8,826.96
CEM	\$4,862.04
GIS Enterprise	\$2,700.00

- B. Compensation for Services Rendered On or After July 1, 2025. Consultant shall be paid the following amounts, inclusive of all local, state and federal sales taxes.

Products	One-Time Upgrade Fee	Annual Subscription (7/1 - 6/30)	Total Investment for Period 7/1/25 - 6/30/26
CRM 311 Upgrade	\$ 6,600	-	\$6,600
Code Enforcement Manager Upgrade	\$ 4,200	-	\$4,200
Citizen Mobile App Upgrade	\$ 3,500	-	\$3,500
Data Migration CRM	\$ 3,300	-	\$3,300
Date Migration CEM	\$ 2,100	-	\$2,100
Single Sign On	\$ 2,500	\$2,750	\$5,250
Customer Satisfaction Tracker	\$ 1,700	\$1,800	\$3,500
eFM		\$10,705	\$10,705
CEM		\$5,896	\$5,896
Citizen Mobile App		\$3,638	\$3,638
GIS Enterprise		\$3,274	\$3,274
<b>Total</b>	<b>\$ 23,900</b>	<b>\$ 28,064</b>	<b>\$ 51,964</b>

Notes:

#### Upgrade Services

- Professional Project Management
  - Goal Alignment, Two Data Migrations, Configurations
  - Training, Soft Launch Assistance, and Go Live Support

- C. ADDITIONAL EXPENSES. In connection with the delivery of any of the services described in the Agreement, Consultant may be reimbursed for actual out-of-pocket reasonable expenses incurred during the performance of

this Agreement. However, in no event shall Consultant receive reimbursement without City's prior written approval, which the City may grant in its sole discretion.

- D. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Consultant, including compensation as described in Sections I.A and I.B of this Exhibit "C" and any reimbursable expenses, shall not exceed \$72,322.28.

- II. **EXPENSES.** In connection with the delivery of any of the services described in the Agreement, Consultant may be reimbursed for at cost for expenses directly arising from this scope of work, provided that:

- A. Consultant obtains the City's prior written authorization for any individual expense exceeding \$200, and
- B. Consultant provides written documentation evidencing the expenditure, such as receipts or invoices.

Examples of expenses that may be eligible for reimbursement, subject to the City's sole discretion, include:

Reimbursable Expenses	Cost
Travel	IRS mileage rate
Printing	At cost

- III. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Consultant, including compensation as described in Section I.A of this Exhibit "C" and reimbursement of additional expenses, exceed \$72,322.28.
- IV. **METHOD OF PAYMENT.** Consultant shall provide annual invoices to City for approval and payment. Invoices shall be based on the fees described in Section I.A of this Exhibit "C" and expenses incurred, if any, in the year prior to the invoice submission. Expenses must comply with the requirements set forth in Section II of this Exhibit "C". Each invoice shall:
- A. Identify the billing period.
  - B. Describe the services performed
  - C. Indicate the percentage of task completed (if applicable); and
  - D. Include any reimbursable expenses with supporting receipts or invoices for reimbursable expenses exceeding \$200.

Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

- V. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of the invoice, provided, services are completed to City's full satisfaction.
- VI. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: Comcate Software, Inc.  
144 Linden St.  
Oakland, Ca 94607  
Attention: Dave Richmond, president  
Email: dave@comcate.com

City: City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Mike Cook  
Email: mike.cook@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

## **EXHIBIT “D”**

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

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

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

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

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

Employer’s Liability Insurance.

Cyber Liability Insurance.

#### **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

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

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

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

Cyber Liability Insurance: \$5,000,000 per occurrence for data breaches, cyberattacks, and other cybersecurity risks.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such

deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Other Insurance Provisions

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

#### Additional Insured Endorsement:

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

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

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

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

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

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project.

The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

### Acceptability of Insurers

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

### Verification of Coverage

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

### Subcontractors

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

### Risk Management

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



## **EXHIBIT “E”**

### **CYBERSECURITY PROVISIONS**

#### **A. DEFINITION OF "CITY CONFIDENTIAL INFORMATION"**

For the purposes of this Agreement, "City Confidential Information" shall include, but not be limited to, all non-public information that is designated as confidential by the City, including but not limited to:

1. Personally Identifiable Information ("PII") as defined under applicable state and federal law;
2. Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act ("HIPAA");
3. Payment Card Information as defined under the Payment Card Industry Data Security Standard ("PCI-DSS");
4. Law enforcement-sensitive information including but not limited to data collected or generated by the City Police Department;
5. Trade secrets and proprietary information, including but not limited to intellectual property, designs, processes, or strategies;
6. Financial data such as budgets, tax records, or other fiscal documents;
7. Any other information that, due to its nature or the circumstances of its disclosure, a reasonable person would understand to be confidential or proprietary.

City Confidential Information shall not include information that: a) is or becomes publicly available through no breach of this Agreement; b) is obtained from a third party lawfully in possession of such information and not under any duty to the City to maintain its confidentiality; c) is independently developed by the Contractor without reference to City Confidential Information.

#### **B. COMPLIANCE WITH DATA PROTECTION LAWS**

Contractor shall comply with all applicable federal, state, and local laws and regulations relating to data privacy and cybersecurity, including but not limited to the California Consumer Privacy Act ("CCPA"), the California Privacy Rights Act ("CPRA"), HIPAA, SB 1386, and the PCI-DSS where credit cards are involved, and any other applicable privacy or security laws.

### **C. DATA SECURITY MEASURES**

Contractor shall implement and maintain appropriate technical and organizational security measures to protect any City Confidential Information from unauthorized access, disclosure, alteration, destruction, or loss. At a minimum, these measures shall include:

1. Encryption. All City Confidential Information, including City Confidential Information, must be encrypted in transit and at rest using industry-standard encryption protocols, such as TLS 1.3, AES-256, or better.
2. Access Controls. Contractor shall implement strict access control measures, including multi-factor authentication ("MFA"), role-based access controls ("RBAC"), and the principle of least privilege, ensuring that only authorized personnel have access to City Confidential Information.
3. Secure Data Storage. Contractor shall ensure that City Confidential Information is stored in secure data centers that comply with industry-recognized security standards, such as SOC 2, ISO 27001, or equivalent.
4. Network Security. Contractor shall maintain up-to-date firewalls, intrusion detection and prevention systems ("IDPS"), anti-virus software, and other security tools to safeguard City Confidential Information from external and internal cyber threats.
5. Personnel Security. Contractor shall implement personnel security measures, including conducting background checks for employees with access to City Confidential Information. In addition, the Contractor shall ensure all employees handling City Confidential Information are trained regularly on best practices in cybersecurity and data protection. Training shall cover topics such as data privacy laws, phishing prevention, secure data handling, and incident reporting procedures.

### **D. INCIDENT RESPONSE AND DATA BREACH NOTIFICATION**

Contractor shall maintain a comprehensive incident response plan to address potential cybersecurity incidents, including but not limited to data breaches, malware infections, and unauthorized access to City data. In the event of any security breach or unauthorized access involving City data, Contractor agrees to:

1. Immediate Notification. Notify the City in writing within 24 hours of discovering any actual or suspected security incident involving City data.
2. Investigation and Remediation. Investigate the breach, take all necessary steps to contain and mitigate its impact, and provide a full written report to the City detailing the breach's nature, the data involved, and the corrective actions taken.

3. Cooperation. Fully cooperate with the City and any regulatory authorities in any investigation or legal actions relating to the breach, including providing access to any relevant security logs, audit trails, or other information.

**E. DATA BACKUP AND DISASTER RECOVERY**

Contractor shall implement a robust data backup and disaster recovery plan. Contractor shall ensure that all City Confidential Information is backed up regularly to secure offsite locations with sufficient geographic redundancy. Contractor shall ensure that in the event of a disaster or significant system failure, all City Confidential Information can be restored to its original state within a reasonable timeframe agreed upon with the City.

**F. DATA RETENTION AND SECURE DISPOSAL**

Contractor shall retain City Confidential Information for the duration of this Agreement. However, upon termination or expiration of the Agreement, or upon the City's request, Contractor shall:

1. Return or Destroy Data. Promptly return all City Confidential Information in a format specified by the City or securely destroy the data and provide a written certification of destruction within thirty (30) days of the City's request.
2. Secure Disposal. Ensure that any media, devices, or documents containing City Confidential Information are disposed of in a manner that ensures the data is rendered irrecoverable, using methods such as secure shredding or certified electronic data destruction. For Police Department data, Contractor shall utilize Department of Defense ("DOD") certified destruction processes to ensure the complete and secure disposal of all confidential law enforcement-related information.

**G. SUBCONTRACTORS AND THIRD-PARTY PROVIDERS**

If Contractor uses any subcontractors or third-party providers to assist in the performance of services under this Agreement, Contractor shall ensure that such subcontractors or providers comply with the same cybersecurity requirements outlined in this Agreement. This includes, but is not limited to:

1. Compliance with Cybersecurity Measures. Subcontractor and third-party providers must implement and maintain the same security measures as set forth in Section C of this Exhibit "E", including without limitation, encryption, access controls, secure data storage, and network security.
2. Personnel Security Training. Contractor shall ensure that all subcontractors, third-party providers, and any other personnel involved in handling City Confidential Information are trained regularly on best practices in cybersecurity and data protection. Training shall cover the topics outlined in Section C of this Exhibit "E".

Contractor shall be fully responsible for any acts, omissions, or security breaches caused by its subcontractors or third-party providers, including but not limited to, their failure to comply with the cybersecurity requirements or training obligations set forth in this Exhibit "E".

**H. NOTIFICATION OF CHANGES IN SECURITY CERTIFICATIONS**

Contractor shall immediately notify the City of any changes, lapses, or expirations in cybersecurity certifications (e.g., FEDRAMP, SOC 2 Type 2, etc.) that were in effect at the time of the Agreement execution.

**I. INDEMNIFICATION FOR CYBERSECURITY BREACH**

For the avoidance of doubt, and without limiting the scope of the indemnification obligations under Section 14 of this Agreement, Contractor acknowledges that its indemnification obligations include any and all claims, damages, losses, liabilities, fines, penalties, or expenses, including reasonable attorneys' fees, arising out of or related to any cybersecurity incident or data breach involving City Confidential Information, to the extent such incident or breach is caused by the Contractor's or its subcontractors' negligence, intentional misconduct, or failure to comply with the cybersecurity requirements set forth herein.



# Administrative Report

H.18., File # 25-1022

Meeting Date: 7/15/2025

**To: MAYOR AND CITY COUNCIL**

**From: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR**

## **TITLE**

APPROVE A MULTI-YEAR AGREEMENT WITH SABLE COMPUTER, INC., DBA KEEP IT SIMPLE INC., FOR THE PURCHASE OF VERKADA CLOUD VIDEO MANAGEMENT LICENSES, REPLACEMENT HARDWARE, INTEGRATION SERVICES, AND CAMERA REPLACEMENTS IN AN AMOUNT NOT TO EXCEED \$255,000 FOR THE TERM JULY 16, 2025 THROUGH JULY 16, 2030.

## **EXECUTIVE SUMMARY**

Staff recommends that Council approve a five-year agreement with Sable Computer, Inc. DBA Keep IT Simple Inc., for the provision of Verkada cloud-based video management software licenses and services. The project includes the replacement of aging on-premise recording hardware and software using Verkada's Command Connector and the installation of new cameras to replace end-of-life units at the Redondo Beach Police Department Jail and surrounding areas. The total cost of the project over five years will not exceed \$255,000. This modernization effort will improve system reliability, increase video retention capacity, and transition the City to a cloud-based solution with predictable annual costs.

## **BACKGROUND**

For over two decades, the Redondo Beach Police Department has utilized a legacy on-premise video management system (VMS) provided by ONSSI to operate security cameras throughout City facilities. These include primary deployments at the Police Station, Jail, Police Annex, and substations, as well as selected locations such as the North Branch Library, Public Works Yard, City Hall, Transit Center, and the Redondo Beach Pier.

Over time, the system has expanded on an as-needed basis but remains dependent on outdated software and hardware. The current system has increasingly experienced service outages, particularly impacting police operations, due to failing camera and server hardware. Additionally, storage capacity is limited to approximately 30 days of video retention.

The proposed upgrade will:

- Transition the City's VMS to a secure, cloud-based platform (Verkada Command).
- Repair or replace failing cameras-approximately 25% of the total system-beginning with the Police Jail and its surrounding areas.
- Integrate the remaining modern cameras with the new software platform.
- Eliminate the need for costly and disruptive hardware overhauls every 6 years in favor of a manageable, annual cost structure.

- Double video retention to 60 days.

Importantly, this project does not involve adding new cameras at facilities not already equipped. Instead, it involves a like-for-like replacement of hardware and systems, retaining the majority of the city's existing cameras.

The proposed vendor, Sable Computer, Inc. DBA Keep IT Simple, is an authorized Verkada reseller and has demonstrated successful delivery of similar projects for public sector clients and has successfully implemented several other initiatives at the City of Redondo Beach. The agreement leverages an OMNIA Partners cooperative purchasing agreement (Contract R250206) to ensure the most competitive pricing possible.

### **COORDINATION**

This project has been coordinated with the Redondo Beach Police Department and Information Technology (IT) Department. The agreement has been approved as to form by the City Attorney's Office.

### **FISCAL IMPACT**

The total not-to-exceed amount for this five-year agreement is \$251,780.52, which includes:

- Verkada cloud video management licenses
- Command Connector hardware integration
- Replacement of end-of-life cameras
- Implementation services and support

The cost of this project will be funded by approved 2024-2025 IT Equipment Replacement Program funds which were originally slated for the replacement of legacy on-premise video server equipment. The transition to a cloud-based subscription model will provide the City with long-term cost predictability and eliminate the need for large, cyclical expenditures for hardware replacement. Licensing reflects a 27% discount on list price via an OMNIA partners agreement.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

- Agmt - KIS Verkada Command, Licenses, Hardware, Installation, OMNIA Partners R250206, KIS Quote 13700, Verkada Terms & Conditions
- Certificate of Insurance - KIS
- Certificate of Insurance - KIS, Cybersecurity

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND SABLE COMPUTER INC. DBA KIS, KIS COMPUTER CENTER, KEEP IT  
SIMPLE**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Sable Computer Inc., a California corporation dba KIS, KIS Computer Center, Keep it Simple ("Contractor" or "Consultant").

WHEREAS, the City desires to procure and install a camera system and related services under the Region 4 Education Service Center (Region 4 ESC) and OMNIA Partners cooperative purchasing agreement (Contract #R250206) with Verkada, Inc. ("Verkada"), as detailed in Exhibit "G", with Contractor serving as an authorized reseller; and

WHEREAS, the City has confirmed its eligibility to utilize the cooperative purchasing agreement, and the Contractor agrees to perform services in accordance with the terms and conditions of Contract #R250206 (Exhibit "G"), which includes Attachment A (End User Agreement), Attachment C (Data Processing Addendum), and Attachment D (Service Level Agreement); and

WHEREAS, Contractor has provided Quote #13700-v7 (Exhibit "F"), the configuration, pricing, and terms for the project, which complies with Contract #R250206 (Exhibit "G"); and

WHEREAS, the Contractor agrees to provide services in compliance with all applicable federal, state, and local laws, as set forth herein and in accordance with Contract #R250206 (Exhibit "G").

The parties hereby agree as follows:

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

- E. Agreement to Comply with California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".
- F. Pricing and Additional Terms. Unless otherwise specified in Exhibit "C", the pricing, payment terms, and any additional project-specific terms or conditions are outlined in Quote #13700-v7, as set forth in Exhibit "F".
- G. Cooperative Purchasing Agreement. Contractor shall comply with the terms and conditions of the cooperative purchasing agreement, Contract #R250206 between Region 4 ESC/OMNIA Partners and Verkada, Inc., which includes the Vendor Contract and Signature Form (executed April 1, 2025), Verkada's response to RFP #25-02, Attachment A (End User Agreement), Attachment C (Data Processing Addendum), and Attachment D (Service Level Agreement), all as set forth in Exhibit "G".

\* \* \* \* \*

## **GENERAL PROVISIONS**

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public



Records Act request seeking the disclosure of any such proprietary software or data.

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

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and

Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

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

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

for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to

indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
  - a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's

compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of

transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. Verkada provides the warranty for the products delivered under this Agreement, per Exhibit "G", including shipping replacement units and providing pre-paid return labels for defective products within Verkada's warranty period. Contractor shall warrant its installation services (mounting cameras to existing locations) for one (1) year from completion, covering defects in workmanship. Contractor shall facilitate warranty claims for failed cameras within that first year. Repairs to installation defects shall be performed promptly by Contractor at Contractor's expense. Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product shall meet all specifications contained herein, in accordance with Exhibit "F". Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto. Any conflicts between the warranty terms of this Agreement and those in Exhibit "F" or Exhibit "G", shall be resolved in accordance with General Provision Section 23.
34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to

City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 6/30/2025

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

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

<b>PRODUCER</b>  SPECIALTY PROGRAM GROUP LLC 203 N LaSalle Street, Ste 2000 Chicago, IL 60601	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 888-466-8868 <b>FAX (A/C, No):</b> (877) 826-9067 <b>E-MAIL ADDRESS:</b>  <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: The Hartford</td> <td>30104</td> </tr> <tr> <td>INSURER B: Hartford Accident &amp; Indemnity Co</td> <td>22357</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Hartford	30104	INSURER B: Hartford Accident & Indemnity Co	22357	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b>  Sable Computer Inc DBA KIS 43160 Osgood Road Fremont, CA 94539															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	83UUNZH2270	4/17/2025	4/17/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	83UENAF0291	4/17/2025	4/17/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			83RHUZH2109	4/17/2025	4/17/2026	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	83WECBR0Y93	4/17/2025	4/17/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: As required by written contract/agreement, City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are an additional insured with respects to General Liability per attached HG00010916, Automobile Liability per attached HA99160312; and Waiver of Subrogation applies to General Liability (p. 17 of 21 of attached HG00010916), and Automobile Liability (p. 4 of 5 of attached HA99160312) endorsements. As required by a signed written contract, General Liability coverage is Primary & Non-Contributory (p. 15 & 16 of 21 of attached HG00010916) and Automobile Liability is Primary & Non-Contributory (p. 2 of 5 of attached HA99160312) endorsements. The policy shall not be canceled or changed without a minimum of thirty (30) days advance written notice per form IL00171198.

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach Mike Cook 415 Diamond St, Door 2 Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

## SECTION I - COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
    - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
    - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
    - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
  - d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
  - e. **Incidental Medical Malpractice And Good Samaritan Coverage**  
 "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
  - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
  - (b) Any health or therapeutic service, treatment, advice or instruction; or
  - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
  - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
  - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

#### **f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible;

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the

operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

**(2) Any loss, cost or expense arising out of any:**

**(a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

**(b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1)** A watercraft while ashore on premises you own or rent;
- (2)** A watercraft you do not own that is:
  - (a)** Less than 51 feet long; and
  - (b)** Not being used to carry persons for a charge;
- (3)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

**(4)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

**(5)** "Bodily injury" or "property damage" arising out of:

**(a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

**(b)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

**(6)** An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

**(1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

**(2)** The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

**(1)** War, including undeclared or civil war;

**(2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

**(3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

**(1)** Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,



enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

#### **k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

#### **n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### **o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

#### **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating,

detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**s. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

### b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

### d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

### e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

### g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

## h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

## i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or
- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
  - (a) Copyright;
  - (b) Slogan; or
  - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

## j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

## k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the



insured hosts, owns, or over which the insured exercises control.

**I. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

- (4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

**q. Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

**r. Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

**s. Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**u. Employment-Related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

#### v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

#### w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

## COVERAGE C MEDICAL PAYMENTS

### 1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
 provided that:
  - (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

#### d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

#### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**SECTION II - WHO IS AN INSURED****1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:****a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that

"volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and

- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

**(2) "Property damage" to property:**

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.



The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

### 3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

### 4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

### 5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

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

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

#### a. Vendors

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

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

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

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

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

#### **b. Lessors Of Equipment**

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

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

#### **c. Lessors Of Land Or Premises**

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

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### **d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or

omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

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

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

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

#### **e. Permits Issued By State Or Political Subdivisions**

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

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

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

#### **f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;

- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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.

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

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

#### 1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

#### 2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

#### 3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

#### 4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

#### 5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

#### 6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

## **7. Medical Expense Limit**

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

## **8. How Limits Apply To Additional Insureds**

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

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

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

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

### **d. Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### **e. Additional Insureds Other Insurance**

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

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

### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;



- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

##### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

### (6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

### (7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

#### (a) Primary Insurance When Required By Contract

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

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

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

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

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

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### **c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### **5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

### **6. Representations**

#### **a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

#### **b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

### **8. Transfer Of Rights Of Recovery Against Others To Us**

#### **a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V - DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
  - b. An interactive conversation between or among persons through a computer network.
2. **"Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. **"Auto"** means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. **"Bodily injury"** means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"Coverage territory"** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in a. above;
- (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

8. **"Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section III - Limits of Insurance;

- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

**13. "Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**14. "Loading or unloading"** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**15. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;



- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**16. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**17. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

**18. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**19. "Products-completed operations hazard":**

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**20. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
  - b. Created or used on; or
  - c. Transmitted to or from;
- computer software, including systems and applications software, hard or floppy disks, CD-

ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**21. "Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**22. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**23. "Volunteer worker"** means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24. "Your product":**

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**25. "Your work":**

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.



## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

**E. Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

**F. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.



Lisa Levin, Secretary



Douglas Elliot, President





## UMBRELLA LIABILITY POLICY PROVISIONS

In this policy the words "you" and "your" refer to the Named Insured first shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. "We", "us" and "our" refer to the stock insurance company member of The Hartford Financial Services Group Inc. shown in the Declarations.

Other words and phrases that appear in quotation marks also have special meaning. Refer to DEFINITIONS (Section VII).

IN RETURN FOR THE PAYMENT OF THE PREMIUM, in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms of this policy, we agree with you as follows:

### SECTION I - COVERAGES

#### INSURING AGREEMENTS

##### A. Umbrella Liability Insurance

1. We will pay those sums that the "insured" becomes legally obligated to pay as "damages" in excess of the "underlying insurance" or of the "self-insured retention" when no "underlying insurance" applies, because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies caused by an "occurrence". But, the amount we will pay as "damages" is limited as described in **Section IV - LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section II - INVESTIGATION, DEFENSE, SETTLEMENT.**

2. This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" only if:
  - a. The "bodily injury", "property damage" or "personal and advertising injury" occurs during the "policy period"; and
  - b. Prior to the "policy period", no insured listed under Paragraph **A.** of Section **III - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "policy period", that

the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".

3. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph **A.** of Section **III - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

##### B. Exclusions

This policy does not apply to:

###### 1. Pollution

Any obligation:

- a. To pay for the cost of investigation, defense or settlement of any claim or suit against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the pollution hazard; or
- b. To pay any "damages", judgments, settlements, loss, costs or expenses that may be awarded or incurred:
  - i. By reason of any such claim or suit or any such injury or damage; or
  - ii. In complying with any action authorized by law and relating to such injury or damage.

As used in this exclusion, pollution hazard means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal:

- a. Pollutants;
- b. Contaminants;

- c. Irritants; or
- d. Toxic substances;

Including:

Smoke;

Vapors;

Soot;

Fumes;

Acids;

Alkalies;

Chemicals, and

Waste materials consisting of or containing any of the foregoing. Waste includes materials to be recycled, reconditioned or reclaimed.

### EXCEPTION

This exclusion does not apply:

- a. To "bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- b. To injury or damage as to which valid and collectible "underlying insurance" with at least the minimum limits shown in the Schedule of Underlying Insurance Policies is in force and applicable to the "occurrence". In such event, any coverage afforded by this policy for the "occurrence" will be subject to the pollution exclusions of the "underlying insurance" and to the conditions, limits and other provisions of this policy. In the event that "underlying insurance" is not maintained with limits of liability as set forth in the Schedule of Underlying Insurance Policies, coverage under any of the provisions of this exception does not apply.

Exception b. does not apply to:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is :
  - (a) Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";

(b) Otherwise in the course of transit by or on behalf of the "insured"; or

(c) Being stored, disposed of, treated or processed in or upon any "auto";

- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph (1) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

- a. The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- b. The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any following equipment:
  - i. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment; and
  - ii. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers.

Paragraphs (2) and (3) above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto"

covered by the "underlying insurance" if:

- a. The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto", and
- b. The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

## **2. Workers Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

## **3. Contractual Liability**

Liability assumed by the "insured" under any contract or agreement with respect to an "occurrence" taking place before the contract or agreement is executed.

## **4. Personal And Advertising Injury**

This policy does not apply to "personal and advertising injury".

### **EXCEPTION**

This exclusion does not apply to the extent that coverage for such "personal and advertising injury" is provided by "underlying insurance", but in no event shall any "personal and advertising injury" coverage provided under this policy apply to any claim or "suit" to which "underlying insurance" does not apply.

Any coverage restored by this **EXCEPTION** applies only to the extent that such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule of Underlying Insurance Policies.

## **5. Underlying Insurance**

Any injury or damage:

- a. Covered by "underlying insurance" but for any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
- b. For which "damages" would have been payable by "underlying insurance" but for the actual or alleged insolvency or financial impairment of an underlying insurer.

## **6. Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, operation,

maintenance, use, entrustment to others, loading or unloading of any aircraft:

- a. Owned by any "insured"; or
- b. Chartered or loaned to any "insured".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to aircraft that is:

- a. Hired, chartered or loaned with a paid crew; but
- b. Not owned by any "insured".

This exclusion does not apply to "bodily injury" to any of your "employees" arising out of and in the course of their employment by you.

## **7. Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, loading or unloading of any watercraft.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- a. Watercraft you do not own that is:
  - (1) Less than 51 feet long, and
  - (2) Not being used to carry persons or property for a charge;
- b. "Bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- c. Any watercraft while ashore on premises owned by, rented to or controlled by you.

## **8. War**

Any injury or damage, however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### **9. Damage To Property**

"Property damage" to property you own.

#### **10. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **11. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **12. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

#### **13. Recall Of Products, Work Or Impaired Property**

"Damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired Property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect,

deficiency, inadequacy or dangerous condition in it.

#### **14. Expected Or Intended**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### **15. Employer Liability**

Coverage afforded any of your "employees" for "bodily injury" or "personal and advertising injury":

- a. To other "employees" arising out of and in the course of their employment;
- b. To the spouse, child, parent, brother or sister of that "employee" as a consequence of such "bodily injury" to that "employee".
- c. To you or, any of your partners or members, (if you are a partnership, joint venture), or your members (if you are a limited liability company); or
- d. Arising out of the providing or failing to provide professional health care services.

Subparagraphs a. and b. of this exclusion apply:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

#### **EXCEPTION**

Subparagraphs a. and b. of this exclusion do not apply if "underlying insurance" is maintained providing coverage for such liability with minimum underlying limits, as described in the Schedule of Underlying Insurance Policies.

#### **16. Property Damage To Employee's Property**

Coverage afforded any of your "employees" for "property damage" to property owned or occupied by or rented or loaned to:

- a. That "employee";
- b. Any of your other "employees";
- c. Any of your partners or members (if you are a partnership or joint venture); or
- d. Any of your members (if you are a limited liability company).

**17. Uninsured Or Underinsured Motorists**

Any claim for:

- a. Uninsured or Underinsured Motorists Coverage;
- b. Personal injury protection;
- c. Property protection; or
- d. Any similar no-fault coverage by whatever name called;

Unless this policy is endorsed to provide such coverage.

**18. Employment Practices Liability**

- a. Any injury or damage to:
  - (1) A person arising out of any:
    - (a) Refusal to employ that person;
    - (b) Termination of that person's employment; or
    - (c) Employment-related practices, policies, acts or omissions, such as but not limited to: coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
  - (2) The spouse, child, parent, brother or sister of that person, as a consequence of any injury or damage to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- i. Whether the injury-causing event described in part (1) above occurs before employment, during employment or after employment of that person;
- ii. Whether the "insured" may be liable as an employer or in any other capacity; and
- iii. To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

**19. Employee Retirement Income Security Act**

Any liability arising out of intentional or unintentional violation of any provision of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (commonly referred to as the Revision Act of 1974), or any amendments to them.

**20. Asbestos**

Any injury, damages, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "asbestos hazard" that:

- a. May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard"; or
- b. Arise out of any request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of any "asbestos hazard"; or
- c. Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**21. Racing And Stunting Activities**

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or loading or unloading of any "auto" or "mobile equipment" while being used in any:

- a. Prearranged or organized racing, speed or demolition contest;
- b. Stunting activity; or
- c. Preparation for any such contest or activity.

**22. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- a. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- b. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit



monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

### **23. Limited Underlying Coverage**

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" for which:

- a. an "underlying insurance" policy or policies specifically provides coverage; but
- b. because of a provision within the "underlying insurance" such coverage is provided at a limit or limits of insurance that are less than the limit(s) for the "underlying insurance" policy or policies shown on the Schedule of Underlying Insurance Policies.

### **24. Recording And Distribution Of Material Or Information In Violation Of Law**

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or

limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## **SECTION II - INVESTIGATION, DEFENSE, SETTLEMENT**

A. With respect to "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies (whether or not the "self-insured retention" applies) and

1. For which no coverage is provided under any "underlying insurance"; or
2. For which the underlying limits of any "underlying insurance" policy have been exhausted solely by payments of "damages" because of "occurrences" during the "policy period",

We:

1. Will have the right and the duty to defend any "suit" against the "insured" seeking "damages" on account thereof, even if such "suit" is groundless, false or fraudulent; but our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under coverages afforded by this policy;
2. May make such investigation and settlement of any claim or "suit" as we deem expedient;
3. Will pay all expenses incurred by us, all court costs taxed against the "insured" in any "suit" defended by us and all interest on the entire amount of any judgment therein which accrues after the entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the applicable limit of insurance. However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured;
4. Will pay all premiums on appeal bonds required in any such "suit", premiums on bonds to release attachments in any such "suit" for an amount not in excess of the applicable limit of insurance, and the cost of bail bonds required of the "insured" because of an accident or traffic law violation arising out of the operation of any vehicle to which this policy applies, but we will have no obligation to apply for or furnish any such bonds;
5. Will pay all reasonable expenses incurred by the "insured" at our request in assisting us in the investigation or defense of any claim or "suit", including actual loss of earnings not to exceed \$500 per day per "insured";

and the amounts so incurred, except settlement of claims and "suits," are not subject to the "self-insured retention" and are payable in addition to any applicable limit of insurance.

The "Insured" agrees to reimburse us promptly for amounts paid in settlement of claims or "suits" to the extent that such amounts are within the "self-insured retention".

- B. You agree to arrange for the investigation, defense or settlement of any claim or "suit" in any country where we may be prevented by law from carrying out this agreement. We will pay defense expenses incurred with our written consent in connection with any such claim or "suit" in addition to any applicable limit of insurance. We will also promptly reimburse you for our proper share, but subject to the applicable limit of insurance, of any settlement above the "self-insured retention" made with our written consent.
- C. We will have the right to associate at our expense with the "insured" or any underlying insurer in the investigation, defense or settlement of any claim or "suit" which in our opinion may require payment hereunder. In no event, however, will we contribute to the cost and expenses incurred by any underlying insurer.

### SECTION III - WHO IS AN INSURED

#### A. If you are doing business as:

- 1. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner.
- 2. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.
- 3. A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers.
- 4. An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
- 5. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.

#### B. Each of the following is also an "insured":

- 1. Your "volunteer workers" only while performing duties related to the conduct of

your business, or your "employees," other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts:

- a. Within the scope of their employment by you or while performing duties related to the conduct of your business; and
  - b. Only if such "volunteer workers" or "employees" are insureds under "underlying insurance" with limits of liability no less than stated in the Schedule of Underlying Insurance Policies, subject to all the coverage, terms, conditions and limitations of such "underlying insurance".
2. Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued prior to the "bodily injury," "property damage," or "personal and advertising injury"; and
  - b. Unless limits of liability specified in such written contract, written agreement or permit is greater than the limits shown for "underlying insurance"; or
  - c. Beyond the period of time required by the written contract or written agreement.
3. Any person or organization having proper temporary custody of your property if you die, but only:
- a. With respect to liability arising out of the maintenance or use of that property; and
  - b. Until your legal representative has been appointed.
4. Your legal representative if you die, but only with respect to his or her duties as such. That representative will have all your rights and duties under this policy.
- C. With respect to "auto", any "insured" in the "underlying insurance" is an "insured" under this insurance policy, subject to all the limitations of such "underlying insurance".
- D. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain

financial interest of more than 50% of the voting stock, will qualify as an "insured" if there is no other similar insurance available to that organization.

However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
  2. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  3. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- E.** Each person or organization, not included as an "insured" in Paragraphs A., B., C., or D., who is an "insured" in the "underlying insurance" is an "insured" under this insurance subject to all the terms, conditions and limitations of such "underlying insurance".

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

With respect to any person or organization who is not an "insured" under "underlying insurance", coverage under this policy shall apply only to loss in excess of the amount of the "underlying insurance" or "self-insured retention" applicable to you.

However, coverage afforded by reason of the provisions set forth above applies only to the extent:

- (i) Of the scope of coverage provided by the "underlying insurance" but in no event shall coverage be broader than the scope of coverage provided by this policy and any endorsements attached hereto; and
- (ii) That such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule of Underlying Insurance Policies.

#### **SECTION IV - LIMITS OF INSURANCE**

- A.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
1. "Insureds";
  2. Claims made or "suits" brought;
  3. Persons or organizations making claims or bringing "suits"; or
  4. Coverages under which damages are covered under this policy.

- B.** The Limit of Insurance stated as the General Aggregate Limit is the most we will pay for the sum of "damages", other than "damages":

1. Because of injury or damage included within the "products-completed operations hazard";
2. Because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you; and
3. Because of "bodily injury" and "property damage" arising out of the ownership, operations, maintenance, use, entrustment to others, loading or unloading of any "auto".

- C.** The Limit of Insurance stated as the Products Completed Operations Aggregate Limit is the most we will pay for "damages" because of injury or damage included within the "products-completed operations hazard".

- D.** The Limit of Insurance stated as the Bodily Injury By Disease Aggregate Limit is the most we will pay for "damages" because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you.

- E.** Subject to **B.**, **C.**, or **D** above, whichever applies, the Each Occurrence Limit is the most we will pay for "damages" because of all "bodily injury", "property damage", and "personal and advertising injury" arising out of any one "occurrence".

- F.** Our obligations under this insurance end when the applicable Limit of Insurance available is used up. If we pay any amounts for "damages" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.

- G.** The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations. However, if the "policy period" is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

#### **SECTION V - NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)**

- A.** The insurance does not apply:

1. To "bodily injury" or "property damage":
  - a. With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured



under any such policy but for its termination upon exhaustion of its limit of liability; or

- b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**2. To "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:**

- a. The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
- c. The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

**B. As used in this exclusion:**

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "special nuclear material" or "by-product material";

"Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or

concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (1) Any "nuclear reactor";
- (2) Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel," or (c) handling, processing or packaging "waste";
- (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

## **SECTION VI - CONDITIONS**

### **A. Premium**

All premiums for this policy shall be computed in accordance with Item 5 of the Declarations. The premium stated as such in the Declarations is a deposit premium only which shall be credited to the amount of any earned premium. At the close of each "policy period", the earned premium shall be computed for such period, and upon notice thereof to the Named Insured first shown in the Declarations shall become due and payable by such Named Insured.

If the total earned premium for the "policy period" is less than the premium previously paid and more than the minimum premium, we shall return to such Named Insured the unearned portion paid by such Named Insured.

The Named insured first shown in the Declarations shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the "policy period" and at such times during the "policy period" as we may direct.

**B. Inspection And Audit**

We shall be permitted but not obligated to inspect your property and operations at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on your behalf or for your benefit or that of others to determine or warrant that such property or operations are:

1. Safe;
2. Healthful; or
3. In compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the "policy period" and extensions thereof and within three years after the final termination of this policy, insofar as they relate to the subject matter of this policy.

**C. Duties In The Event Of Occurrence, Claim Or Suit**

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim under this policy. This requirement applies only when such "occurrence" is known to any of the following:
  - a. You or any additional insured that is an individual;
  - b. Any partner, if you or an additional insured are a partnership;
  - c. Any manager, if you or an additional insured are a limited liability company;
  - d. Any "executive officer" or insurance manager, if you or an additional insured are a corporation;
  - e. Any trustee, if you or an additional insured is a trust; or
  - f. Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

To the extent possible, notice should include:

- a. How, when and where the "occurrence" took place;
  - b. The names and addresses of any injured persons and witnesses; and
  - c. The nature and location of any injury or damage arising out of the "occurrence" or "offense".
2. If a claim is made or "suit" is brought against any insured, you must:
    - a. Immediately record the specifics of the claim or "suit" and the date received; and

- b. Notify us in writing as soon as practicable if the claim is likely to exceed the amount of the "self-insured retention" or "underlying insurance", whichever applies.

**3. You and any other involved insured must:**

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of any "self-insured retention" or "underlying insurance", whichever applies;
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this policy or any "underlying insurance" or "self-insured retention" may apply.

**4. No insured will, except at that insured's own cost, make or agree to any settlement for a sum in excess of:**

- a. The total limits of "underlying insurance"; or
- b. The "self-insured retention" if no "underlying insurance" applies without our consent.

**5. No insureds will, except at that insured's own cost, make a payment, assume any obligation, or incur any expenses, other than first aid, without our consent.****D. Assistance And Cooperation Of The Insured**

The "insured" shall:

1. Cooperate with us and comply with all the terms and conditions of this policy; and
2. Cooperate with any of the underlying insurers as required by the terms of the "underlying insurance" and comply with all the terms and conditions thereof.

The "insured" shall enforce any right of contribution or indemnity against any person or organization who may be liable to the "insured" because of "bodily injury", "property damage" or "personal and advertising injury" with respect to this policy or any "underlying insurance".

**E. Legal Action Against Us**

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this policy unless all of its terms and those of the "underlying insurance" have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but, we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the limit of liability. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### **F. Appeals**

In the event the "insured" or the "insured's" underlying insurer elects not to appeal a judgment in excess of the "underlying insurance" or the "self-insured retention," we may elect to make such appeal, at our cost and expense.

If we so elect, we shall be liable in addition to the applicable Limit of Insurance, for the:

1. Taxable costs;
  2. Disbursements; and
  3. Additional interest incidental to such appeal;
- But in no event will we be liable for "damages" in excess of the applicable aggregate Limit of Insurance.

If a judgment is rendered in excess of the limits of "underlying insurance" and we offer to pay our full share of such judgment, but you or your underlying insurers elect to appeal it, you, your underlying insurers or both will bear:

- a. The cost and duty of obtaining any appeal bond;
- b. The taxable costs, disbursements and additional interest incidental to such appeal; and
- c. Any increase in damages over the amount the matter could have been settled for after the verdict was entered and before the appeal was filed.

#### **G. Other Insurance**

This policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this policy.

These excess provisions apply, whether such other insurance is stated to be:

1. Primary;
2. Contributing;
3. Excess; or
4. Contingent.

#### **H. Transfer Of Rights Of Recovery Against Others To Us**

##### **1. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or a part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after a loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

- a. Recoveries shall be applied to reimburse:

- (1) First, any interest (including the Named Insured) that paid any amount in excess of our limit of liability;
- (2) Second, us, along with any other insurers having a quota share interest at the same level;
- (3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

- b. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

##### **2. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the "insured" has waived any rights of recovery against any person or organization for all or part of any payment we have made under this policy, we also waive that right, provided the "insured" waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

#### **I. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. Notice to any agent, or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy, or stop us from asserting any rights under the terms of this policy.

The Named Insured first shown in the Declarations is authorized on behalf of all "insureds" to agree with us on changes in the terms of this policy.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this policy.

**J. Separation Of Insureds**

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the Named Insured first shown in the declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**K. Maintenance Of Underlying Insurance**

Policies affording in total the coverage and limits stated in the Schedule of Underlying Insurance Policies shall be maintained in full effect during the currency of this policy. Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable only to the extent that we would have been liable had you complied herewith.

The Named Insured first shown in the Declarations shall give us written notice as soon as practicable of any of the following:

1. Any change in the coverage or in the limits of any "underlying insurance", including but not limited to a change from occurrence coverage to claims made coverage;
2. Termination of part or all of one or more of the policies of "underlying insurance";
3. Reduction or exhaustion of an aggregate limit of liability of any "underlying insurance".

The "self-insured retention" shall not apply should the "underlying insurance" be exhausted by the payment of claims or "suits" which are also covered by this policy.

**L. Cancellation**

1. The Named Insured first shown in the Declarations may cancel this policy by mailing or delivering to us or to any of our authorized agents advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the Named Insured first shown in the Declarations at the address shown in this policy, written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if such Named Insured fails to pay the premium or any installment when due; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will state the effective date of cancellation. The "policy period" will end on that date.

Delivery of such notice by the Named Insured first shown in the Declarations or by us will be equivalent to mailing.

4. If the Named Insured first shown in the Declarations cancels, the refund may be less than pro rata, but we will retain any minimum premium stated as such in the Declarations. If we cancel, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

**M. Non-Renewal**

1. If we decide not to renew, we will mail or deliver to the Named Insured first shown in the Declarations, at the address shown in this policy, written notice of non-renewal at least 30 days before the end of the "policy period".
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If we offer to renew but such Named Insured does not accept, this policy will not be renewed at the end of the current "policy period".

**N. Workers' Compensation Agreement**

With respect to "bodily injury" to any officer or other employee arising out of and in the course of employment by you, you represent and agree that you have not abrogated and will not abrogate your common-law defenses under any Workers' Compensation Law by rejection of such law or otherwise. If at any time during the "policy period" you abrogate such defenses, the insurance for "bodily injury" to such officer or other employee automatically terminates at the same time.

**O. Bankruptcy Or Insolvency**

In the event of the bankruptcy or insolvency of the "insured" or any entity comprising the "insured", we shall not be relieved of any of our obligations under this policy.

**P. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. The statements in the Schedule Of Underlying Insurance Policies are accurate and complete;
- c. The statements in a. and b. are based upon representations you made to us;
- d. We have issued this policy in reliance upon your representations; and
- e. If unintentionally you should fail to disclose all hazards at the inception of this policy, we shall not deny coverage under this policy because of such failure.



**SECTION VII - DEFINITIONS**

**Except as otherwise provided in this section or amended by endorsement, the words or phrases that appear in quotation marks within this policy shall follow the definitions of the applicable "underlying insurance" policy.**

**"Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

**"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

**"Auto"** means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**"Covered pollution cost or expense"** means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is:
  - a. Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";
  - b. Otherwise in the course of transit by or on behalf of the "insured"; or
  - c. Being stored, disposed of, treated or processed in or upon any "auto"; or
- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs **6.b** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**"Damages"** include prejudgment interest awarded against the "insured" on that part of the judgment we pay.

"Damages" do not include:

1. Fines;
2. Penalties; or
3. Damages for which insurance is prohibited by the law applicable to the construction of this policy.

Subject to the foregoing, "damages" include damages for any of the following which result at any time from "bodily injury" to which this policy applies:

1. Death;
2. Mental anguish;
3. Shock;
4. Disability; or
5. Care and loss of services or consortium.

**"Insured"** means any person or organization qualifying as an insured in the applicable WHO IS AN INSURED provision of this policy. The insurance afforded applies separately to each "insured" against whom claim is made or "suit" is brought, except with respect to the limit of our liability under LIMITS OF INSURANCE (SECTION IV).

**"Occurrence"** means

1. With respect to "bodily injury" or "property damage": an accident, including continuous or

repeated exposure to substantially the same general harmful conditions, and

2. With respect to "personal and advertising injury": an offense described in one of the numbered subdivisions of that definition in the "underlying insurance".

**"Policy period"** means the period beginning with the inception date stated as such in the Declarations and ending with the earlier of:

1. The date of cancellation of this policy; or
2. The expiration date stated as such in the Declarations.

**"Self-insured retention"** means the amount stated as such in the Declarations which is retained and payable by the "insured" with respect to each "occurrence".

**"Underlying insurance"** means the insurance policies listed in the Schedule of Underlying Insurance Policies, including any renewals or replacements thereof, which provide the underlying coverages and limits stated in the Schedule of Underlying Insurance Policies. The limit of "underlying insurance" includes:

1. Any deductible amount;
2. Any participation of any "insured"; and
3. Any "self-insured retention" above or beneath any such policy;

Less the amount, if any, by which the aggregate limit of such insurance has been reduced by any payment relating to any act, error, omission, injury, damage or offense for which insurance is provided by this policy, including Medical Payments Coverage as described in the "underlying insurance." The coverages and limits of such policies and any such deductible amount, participation or "self-insured retention" shall be deemed to be applicable regardless of:

1. Any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
2. The actual or alleged insolvency or financial impairment of any underlying insurer or any "insured".

The risk of insolvency or financial impairment of any underlying insurer or any "insured" is borne by you and not by us.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

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

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

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

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

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

##### **C. Lessors as Insureds**

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

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

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

##### **D. Additional Insured if Required by Contract**

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

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

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

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

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

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

(3) Additional Insureds Other Insurance

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

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

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

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

**E. Primary and Non-Contributory if Required by Contract**

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

(3) Primary Insurance When Required By Contract

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

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

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

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

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

The OTHER INSURANCE Condition is amended by adding the following:



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

### 3. AMENDED FELLOW EMPLOYEE EXCLUSION

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

Coverage is excess over any other collectible insurance.

### 4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

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

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

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

### 5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

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

### 6. LOAN/LEASE GAP COVERAGE

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

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

### 7. AIRBAG COVERAGE

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

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

### 8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

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

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

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

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

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

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

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

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

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

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

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

#### **11. TWO OR MORE DEDUCTIBLES**

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

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

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

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

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

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 83 WEC BR0Y93

**Endorsement Number:**

**Effective Date:** 04/17/25

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** SABLE COMPUTER INC  
43160 OSGOOD RD  
FREMONT CA 94539

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_  
Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/10/2025

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

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

<b>PRODUCER</b>  Cyber Data Risk Managers LLC P.O. Box 212 Inverness, FL 34450	<b>CONTACT NAME:</b> Christine Marciano		
	<b>PHONE (A/C, No. Ext):</b> 855.288.7475	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> Christine@DataPrivacyInsurance.com		
<b>INSURED</b>  Sable Computer Inc DBA KIS Computer Center 43160 Osgood Road Fremont, CA 94539	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Beazley Insurance Company, Inc.		37540
	<b>INSURER B:</b> Certain Underwriters at Lloyd's of London		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
		<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N / A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Technology Professional Liability, Network Security, and Privacy Liability			V1A149240901	11/19/2024	11/19/2025	\$1,000,000 per claim, \$2,000,000 policy aggregate
B	Excess Cyber/Technology Prof Liability			ESM0039873655	11/19/2024	11/19/2025	\$1,000,000 per claim. \$1,000,000 policy aggregate

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Redondo Beach Mike Cook 415 Diamond St, Door 2 Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Christine Marciano



# Administrative Report

H.19., File # 25-0963

Meeting Date: 7/15/2025

**To:** MAYOR AND CITY COUNCIL  
**From:** PATRICK BUTLER, FIRE CHIEF

## **TITLE**

APPROVE AN AGREEMENT WITH WITTMAN ENTERPRISES, LLC FOR BILLING SERVICES ASSOCIATED WITH COLLECTION OF THE PRE-HOSPITAL PARAMEDIC ASSESSMENT FEE FOR A CHARGE NOT TO EXCEED \$15 PER INCIDENT FOR AN INITIAL TERM OF JULY 16, 2025 THROUGH JULY 15, 2026

## **EXECUTIVE SUMMARY**

On June 20, 2023, the City Council approved an amendment to the Master Fee Schedule to update the Fire Department's Pre-Hospital Paramedic service fee from \$100 to \$313. The Pre-Hospital Paramedic service fee, commonly referred to as the Emergency Medical Service (EMS) First Responder Fee, is designed to recuperate the costs associated with the provision of emergency medical services, supplies, equipment, and personnel. The fee was first approved in 2010, but was never implemented. The collection of the \$313 fee requires the development and execution of a billing program. Accordingly, the Fire Department has developed a fee collection policy that fairly balances the costs associated with EMS provision for all users and includes a hardship clause for those users who cannot afford, or are unable to pay, the fee. The policy also accounts for State legislation addressing "surprise" ambulance bills, including Assembly Bill (AB) 716, which is primarily directed to ambulance transport providers.

To implement the policy and to collect the fee, staff identified Wittman Enterprises, LLC (Wittman), an EMS billing company that provides services to a large number of EMS providers, as the most qualified firm to assist in administering the fee collection program. On June 17, 2025, the City Council directed staff to finalize an agreement with Wittman. Approval of the proposed Agreement would allow the City to begin fee collection, which is projected to produce a minimum of \$250,000 of revenue in FY 2025-26. Once the billing program is fully established, there is the potential to collect as much as \$1M, or more, per year.

## **BACKGROUND**

The Redondo Beach Fire Department responds to a wide range of calls and provides EMS care to over 7,000 patients per year. State law allows Fire/EMS Agencies to charge user fees for emergency medical services provided to residents. A recent fee survey conducted of other cities found that First Responder fees vary from \$250 to \$400 per occurrence, and are common in many regional cities, including Long Beach, Huntington Beach, Anaheim, Burbank, and Pasadena, among a number of other cities throughout the state. Many cities also adopted a subscription service for residents of \$60-\$80 per year per household, or business, to effectively pre-pay for EMS Treatment and preclude

them from receiving a bill. The Redondo Beach Fire Department provides platinum-level EMS care to its community and responds to nearly 8,000 calls per year, with approximately 90% of the calls requiring EMS Paramedic services. Some properties generate a high volume of calls per year that can, at times, burden Department resources.

If the proposed billing process and contract are approved, Wittman would first send the patient a bill requesting the patient's insurance information so that Wittman can directly bill the insurance company. If the insurance company does not pay the bill, or the patient does not have health insurance, Wittman would then re-issue the bill directly to the patient for the balance, with the option to establish a payment plan. In situations where patients are unable to pay the fee due to a hardship, the City could waive the fee, as desired, on a case-by-case basis.

Wittman specializes in EMS first responder billing and is the predominant billing company in the state of California. Staff surveyed other billing companies, but none provide EMS billing. Wittman charges a one-time, flat rate per patient incident starting at \$15 and increasing by \$1 for each subsequent year of the Agreement. Unless terminated by the City, the agreement includes two one-year renewals. The City may terminate the agreement at any time, under its sole and absolute discretion.

The administrative flat rate covers follow-up billing, patient phone support, and any other related work by Whittman staff. Wittman provides a flexible service that would allow the City to refine or adjust the billing process while still maintaining the set flat rate per patient. If implemented for all EMS calls, the City's 7,000 annual patient calls for service would cost the City between \$105,000 and \$119,000 in administrative fees. Staff did consider an in-house billing process, but it would require hiring additional administrative personnel to manage the program, and likely would be more expensive and less effective.

Requests to waive fees stemming from hardships would be delegated to the City's Financial Services Department for review, in line with the City's existing fee collection policies.

Fire Department staff evaluated the potential impact of AB 716 on the City's ability to collect EMS fees, which establishes maximum rates that can be charged for ground ambulance service. The City's EMS fee does not fall under the purview of the Bill, and its adoption will not hamper the City's efforts to collect the EMS fee included in the Master Fee Schedule.

### **COORDINATION**

The Fire Department coordinated this item with the City Manager's Office, the Financial Services Department, and the City Attorney's Office.

### **FISCAL IMPACT**

The fee is estimated to generate approximately \$250,000 in net revenue in FY 2025-26 and then increase annually. Wittman's services are paid through collection of the incident fee. Of the \$313 fee, Wittman will retain \$15 during the first year of the agreement, \$16 during the second year, and \$17 during the third year. The remaining \$298, \$297, and then \$296 is remitted to the City. Total net annual EMS fee collection revenue could be \$1M or greater in future years.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Wittman Enterprises, LLC
- Certificate of Insurance



**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND WITTMAN ENTERPRISES, LLC**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Wittman Enterprises, LLC, a California limited liability company ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
- E. Business Associate Agreement ("BAA"). This Agreement includes a Business Associate Agreement as set forth in Exhibit "E", which stipulates the obligations of the Consultant in handling Protected Health Information (PHI) in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). The terms of the Business Associate Agreement are binding and take precedence over any conflicting terms in this Agreement regarding the handling, confidentiality, and security of PHI.

\* \* \* \* \*

**GENERAL PROVISIONS**

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.

2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services

set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files. This provision shall survive the termination of this Agreement.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.
8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, after providing 90 business days written notice to Contractor. Contractor also may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor or services hereunder, after providing 90 business days written notice to City. In the event of any such terminations, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this

Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of or in connection with Contractor's performance or work hereunder, but only to extent caused by the negligence, gross negligence, or willful misconduct of the Contractor (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole

negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
  18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
  19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the

event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

Further, Contractor shall immediately notify the City in writing in the event of any of the following situations:

- a. The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor.
  - b. The sale, assignment, transfer or other disposition, on a cumulative basis, of or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise)
  - c. The involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more.
20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.

24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product

meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*



IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15<sup>th</sup> day of July, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

WITTMAN ENTERPRISES, LLC,  
a California limited liability company

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

By: \_\_\_\_\_  
Name: Corinne Wittman-Wong  
Title: CEO

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. CONTRACTOR'S DUTIES**

Contractor shall perform the services as set forth below. All services provided pursuant to this Agreement shall also be subject to the terms and conditions of the BAA provided in Exhibit "E" to the Agreement. To the extent there is any conflict between the provisions of this scope of services and the provisions of the BAA, the BAA will control.

**A. PRIVATE INSURANCE BILLING FOR FIRST RESPONSE CALLS**

Contractor shall:

1. Prepare all insurance-request mailings, including mailing initial requests for insurance information to patients within four days of receiving first responder tickets from PROVIDER or their transporting agencies. Correspondence to patients will be on 8 x 11 requests for insurance and will be placed in envelopes, sealed and mailed, postage prepaid.
2. Provide a toll-free telephone number to patients.
3. Private Insurance Schedule: Make calls to the patient for insurance verification as follows.

Description	Call Timeframe
Initial letter requesting information from the patient.	Immediately upon receipt of first responder tickets.
Phone call to patient (if have phone number).	Made 15 days after the phone request if no response is received.
If no phone number or no response to phone call, send a final request for information to the patient.	Made 30 days after the initial request if previous communications remain unanswered or if Contractor does not have the phone number.

**B. RECEIPTS PROCESSING**

Contractor shall:

1. Provide a toll-free telephone number to patients.
2. Accept payments in the form of cash, check, money order, cashier's check or credit card. Deposit all cash receipts and post within one (1) day of receipt of funds into a City designated bank account.

3. Send bank deposit receipts electronically to City. In no event shall, Contractor shall have access to the proceeds of the receipts. All funds shall be under the exclusive control of the City.
4. City shall bear all credit card fees incurred through payment processing. Set up and designate a credit card processor/merchant account.

**C. REFUNDS**

Contractor shall:

1. Research, identify, and verify all overpayments. If a refund is required, submit electronically all supporting documentation to the City upon completion of verification.
2. Upon receipt of the electronic copy of City issuing a refund, update the patient's account within 24 hours of transaction completion.

**D. REPORTS**

Contractor shall provide detailed financial and operational reports by the 15th day of each month following the date of service, or ten (10) business days after the final submission of patient care records from the previous month, whichever is earlier. The reports must include:

1. Monthly Ticket Survey
2. Monthly Sales Journal
3. Monthly Cash Receipts Journal
4. Monthly Receivables Aging
5. Management A/R Analysis
6. Statistical Reports customized to client needs

**E. SOURCE DOCUMENTS**

Contractor shall:

1. Retain in electronic format all source documents including attachments for seven (7) years from the date of the reported incident.
2. Upon termination of services, transfer all source documents back to City in electronic format at City's expense, and delete all copies of the documents.

**F. LIAISON**

Assign a liaison for conference and communication of any matters subject to the services provided by this Agreement.

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

City will:

### **A. RECEIPTS PROCESSING**

1. Bear all credit card fees incurred through payment processing.
2. Set up and designate a credit card processor/merchant account.

### **B. REFUNDS**

If a refund is required as provided in Section I.C, issue payment directly to the verified party and will send an electronic copy to Contractor,

### **C. PERFORMANCE MONITORING**

Reserve the right to monitor audit, review, examine, or study the methods, procedures and results of the billing and collection methods used to ensure efficiency and accuracy. City in its sole discretion may use any agent or consultant to perform these functions.

### **D. LIAISON**

Assign a liaison for conference and communication of any matters subject to the services provided by this Agreement.

## **EXHIBIT "B"**

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

**TERM.** This Agreement shall commence on July 16, 2025 and shall continue until July 15, 2026, unless otherwise terminated as herein provided. Following this period, this Agreement shall automatically renew for additional one-year terms, unless the City Fire Chief or designee provides written notice of non-renewal. Such notice must be delivered at least fifteen (15) days prior to the expiration of the current term in accordance with Section D of Exhibit "C". In no event shall this Agreement continue beyond July 16, 2028.

**EXHIBIT "C"**  
**COMPENSATION**

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

- A. **AMOUNT.** Contractor shall be paid in accordance with the attached hourly rate schedule.

Year	Fee
1	\$15.00 per imported incident.
2	\$16.00 per imported incident.
3	\$17.00 per imported incident.

- B. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices to City for approval and payment. Invoices shall provide the date of service, description of incident, and amount of fee. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within 30 days of receipt of the monthly invoice; provided, however, that services are completed to the City's full satisfaction.
- D. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Wittman Enterprises, LLC  
11093 Sun Center Drive  
Rancho Cordova, CA 95670  
Attention: Corinne Wittman-Wong, CEO

City: City of Redondo Beach  
401 S Broadway  
Redondo Beach, CA 90277  
Attention: Patrick Butler, Fire Chief

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail.

Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

## **EXHIBIT “D”**

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

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

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer’s Liability Insurance.

Cyber Liability Insurance.

#### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

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

Cyber Liability Insurance: \$5,000,000 per occurrence for data breaches, cyberattacks, and other cybersecurity risks

#### Deductibles and Self-Insured Retentions

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



satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Other Insurance Provisions

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

#### Additional Insured Endorsement:

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

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

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

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

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

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

### Acceptability of Insurers

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

### Verification of Coverage

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

### Subcontractors

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

### Risk Management

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

## EXHIBIT "E"

### BUSINESS ASSOCIATE AGREEMENT BETWEEN WITTMAN ENTERPRISES, LLC AND THE CITY OF REDONDO BEACH

This Business Associate Agreement ("BAA") between the **City of Redondo Beach** ("Covered Entity") and **Wittman Enterprises, LLC** (Business Associate) is entered into as Exhibit "E" to the Agreement. This BAA is executed to ensure that Wittman Enterprises, LLC shall appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of the Covered Entity in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act"). The terms of this BAA shall govern the use, disclosure, and safeguarding of PHI and shall control in the event of conflict between this BAA and the Agreement.

#### A. General Provisions

1. **Meaning of Terms.** The terms used in this BAA shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this BAA to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this BAA shall be interpreted to permit compliance with HIPAA.

#### B. Obligations of Business Associate

Business Associate agrees that it will:

1. Not use or further disclose PHI other than as solely permitted or required by this BAA or as required by law;
2. Implement administrative, physical, and technical safeguards that comply with 45 CFR §§§ 164.308, 164.310, and 164.312, including encryption of ePHI at rest and in transit in accordance with NIST Special Publications 800-111 and 800-52. Business Associate shall also perform a security risk assessment annually and maintain written policies for data backup and disaster recovery.
3. Report to the Covered Entity any use or disclosure of PHI not provided for by this BAA, including any security incident (as defined in the HIPAA Security Rule) and

any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to the Covered Entity no later than 24 hours after discovery of the breach;

4. Covered Entity or its designee shall have the right, upon at least 24 hours' notice and during reasonable business hours, to audit, inspect, and review Business Associate's internal practices, books, records, systems, and facilities relating to the use or disclosure of PHI to ensure compliance with this BAA;
5. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same, if not more stringent restrictions, conditions, and requirements, that apply to Business Associate with respect to such information;
6. Ensure that any subcontractors agree in writing to the same audit and breach notification provisions set forth in this BAA;
7. Make PHI in a designated record set available to the Covered Entity and to an individual who has a right of access in a manner that satisfies the Covered Entity's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 15 days of a request;
8. Amend PHI in a designated record set within 15 days of request or as directed by the Covered Entity to meet the Covered Entity's obligations under 45 CFR §164.526;
9. Provide an accounting of disclosures to the Covered Entity an individual who has a right to an accounting within 30 days of Covered Entity's request to meet the Covered Entity's obligations under 45 CFR §164.528;
10. Comply with the requirements of the HIPAA Privacy Rule ("Rule") that apply to the Covered Entity, including but not limited to the requirements related to the Minimum Necessary Standard under 45 CFR §164.502(b);
11. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with HIPAA and the HITECH Act, in accordance with 45 CFR §164.504(e)(2)(ii)(I) ;
12. Restrict the use or disclosure of PHI if the Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI under 45 CFR §164.522;

13. If the Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Business Associate shall assist the Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing §164g policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the Covered Entity's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the Covered Entity of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the Covered Entity of any threat of identity theft as a result of the incident; and
14. Business Associate shall comply with all applicable state laws governing the privacy and security of health information, including but not limited to the California Confidentiality of Medical Information Act (Cal. Civ. Code §56 *et seq.*).

#### **C. Permitted Uses and Disclosures by Business Associate**

Business Associate may use or disclose PHI as necessary to perform functions, activities, or services for or on behalf of the Covered Entity, provided that such use or disclosure would not violate HIPAA if done by the covered Entity. The specific uses and disclosures of PHI that may be made by the Business Associate on behalf of the Covered Entity include:

1. The preparation and sending of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the Covered Entity to its patients.
2. The preparation of reminder notices and documents pertaining to collections of overdue accounts from responsible payers. Such communications shall be limited to the minimum necessary PHI required to achieve the intended purpose, in accordance with 45 CFR §164.502(b).
3. The submission of supporting documentation containing PHI to carriers, insurers and other payers to substantiate the healthcare services provided by the Covered Entity to its patients or to appeal denials of payment for the same. Such documentation must strictly pertain to the specific claims being submitted or appealed and must be handled in accordance with all privacy protections.
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Business Associate has been engaged to perform on behalf of the Covered Entity, provided that such uses or disclosures are limited to those necessary for the services they are contracted to perform on behalf of the Covered Entity.

#### D. Data Breach

1. In the event of any breach of PHI or any unauthorized access to or disclosure of PHI that compromises the privacy or security of such information, Business Associate shall notify the Covered Entity within twenty-four (24) hours of discovering the breach or unauthorized access/disclosure.
2. The Notification must include:
  - a. The nature and extent of the PHI involved, including the types of personal identifiers exposed;
  - b. The identity of any person(s) believed to have caused or contributed to the breach, if known;
  - c. Whether the PHI was actually acquired or viewed, if known; and
  - d. The extent to which the risk to the PHI has been mitigated.
3. Business Associate shall immediately take all necessary steps to mitigate any harmful effects of the breach, as required by law, and begin remediation measures. Business Associate shall provide detailed documentation of the mitigation and remediation actions taken.
4. Business Associate shall fully cooperate with the Covered Entity in investigating the breach and comply with any measures required by regulatory authorities.
5. Business Associate must provide ongoing updates to the Covered Entity about the breach investigation and remediation efforts until the issue is fully resolved.
6. Business Associate must comply with all applicable laws, regarding breach notification and consumer protection.
7. In addition to any other indemnification provisions outlined in the Agreement, Business Associate shall indemnify, defend, and hold harmless the Covered Entity, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents from and against any and all claims, liabilities, costs, and damages arising out of or in connection with any breach of this BAA, unauthorized use or disclosure of PHI, or failure to comply with any applicable laws by Business Associate.

#### E. Termination

1. **Termination for Cause.** Covered Entity may terminate this BAA immediately if it determines that the Business Associate has materially breached any term of this BAA. In the event of such breach, Covered Entity shall have no further obligation to Business Associate under this BAA.
2. **Termination for Convenience.** This Agreement may also be terminated in accordance with Section 11 of the Agreement.

3. **Data Upon Termination.** Upon termination of this BAA for any reason, Business Associate shall return to the Covered Entity or securely destroy all PHI received from the Covered Entity, or created, maintained, or received by Business Associate on behalf of the Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI.

**F. No Waiver**

The failure by either party to enforce any provision of this BAA shall not be construed as a waiver of such provision or any other provision, nor affect the validity of this BAA or any part thereof, or the right of either party to thereafter enforce each and every provision.

**G. Survival**

The obligations of the Business Associate under Sections B.2, B.3, B.4, B.10, D, and E.3 shall survive the termination of this BAA.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2025

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

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

<b>PRODUCER</b> The Baldwin Group Mid-Atlantic LLC 20 South King Street Leesburg VA 20175	<b>CONTACT</b> NAME: Amanda Boothby PHONE (A/C, No. Ext): E-MAIL ADDRESS: Amanda.Boothby@baldwin.com	<b>FAX</b> (A/C, No):
License#: CA#0658748 BVENSHO-01		
<b>INSURED</b> Wittman Enterprises LLC 11093 Sun Center Dr. Rancho Cordova CA 95670	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Hanover Insurance Company	22292
	<b>INSURER B:</b> AXIS Insurance Company	37273
	<b>INSURER C:</b> Endurance American Specialty I	41718
	<b>INSURER D:</b> Citizens Insurance Company of	31534
	<b>INSURER E:</b> Allmerica Financial Benefit In	41840
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 1884980611**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZBR D673317 11	12/30/2024	8/23/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$
E	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AWY-H950401-04	12/30/2024	8/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHY J131275 11	12/30/2024	8/23/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WHR-D673252-08	12/30/2024	8/23/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	CRIME- Employee Theft Tech E&O/ Cyber Liability			P-001-001165120-03 ACP30086100300	4/30/2025 4/30/2025	4/30/2026 4/30/2026	Limit Each Claim/ Shared Ag 1,000,000 5,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach  
City of Redondo Beach  
401 SOUTH BROADWAY  
Redondo Beach CA 90277

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

AUTHORIZED REPRESENTATIVE

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# Administrative Report

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H.20., File # 25-1014

Meeting Date: 7/15/2025

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

## **TITLE**

APPROVE THE BUSINESS LICENSE TAX WAIVER APPLICATION SUBMITTED BY THE RIVIERA VILLAGE ASSOCIATION 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 THE RIVIERA VILLAGE SUMMER FESTIVAL EVENT OCCURRING JUNE 27-29, 2025

## **EXECUTIVE SUMMARY**

Mike Ward/VR Promotions and Events, on behalf of the Riviera Village Association, submitted a request to waive the business license tax for the annual Riviera Village Summer Festival event, which took place on June 27-29, 2025. Due to the timing of the waiver application, the request is being presented to the City Council after the event has already taken place. The City Council approved a similar waiver for the 2024 Festival.

## **BACKGROUND**

All entities conducting business within the City of Redondo Beach are required to comply with Section 6-1 of the Redondo Beach Municipal Code (RBMC), which establishes the process and fees associated with obtaining a Business License in the City of Redondo Beach. Section 6-1.08(c) of the RBMC includes a means for entities to appeal to the City Council for a waiver exempting parties from payment of the appropriate tax associated with the business type. In the case of the Riviera Village Summer Festival, participating vendors would be subject to a projected tax of \$103 for those located within the City, and \$133 for vendors located outside the City.

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

Although the applicant submitted the waiver application before the event (on June 11th), due to the limited time available to review the application, gather required documentation, and prepare it for the City Council's June 17<sup>th</sup> meeting agenda (the last meeting in June), the application is being presented after the event. To note, the applicant is still responsible for payment of all applicable City fees. The invoice is currently being finalized.

The waiver application requests exemption for both the event organizer and 186 participating

vendors, which includes 166 individual craft vendors and 20 food vendors. According to the application, the event generates revenue to help fund other Riviera Village Association events, including the annual Halloween and Holiday Stroll events. It also contributes to year-round efforts to maintain dining decks and promote Riviera Village businesses.

The Riviera Village Summer Festival and the annual Halloween and Holiday Strolls are designated City Signature Events. In the FY 2024-25 Adopted Budget, these events received a total subsidy amount of \$17,500 (\$12,500 for the Summer Festival and \$2,500 for each of the Strolls). It should be noted that the City Council approved a similar business license waiver for the Summer Festival in July 2024.

Should the City Council not approve the waiver, staff will proceed with collecting business license tax payments from the event organizer and participating vendors.

### **COORDINATION**

The Financial Services Department prepared this item.

### **FISCAL IMPACT**

The fiscal impact depends on the total number of vendors participating in the event. In this instance it would be equivalent to \$103 or \$133 per waived entity, for an estimated total revenue waiver of approximately \$20,000 and \$25,000.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

- Application - Waiver of Business License Tax - Mike Ward/VR Promotions and Events Riviera Village Summer Festival 2025, June 27-29, 2025



Financial Services

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

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

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

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

**Complete and return this application.**

**Section 1: Applicant Information**

Organization or Individual Business Name: Riviera Village Association

Telephone: 424-260-8386

Organization or Individual Business Address: 1799 S. Catalina Ave, Redondo Beach, CA 90277

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

Applicant's Name: Mike Ward/VR Promotions & Events

Telephone: \_\_\_\_\_

Applicant's Address: 310-993-6453

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

Email Address: mike@villagerunner.com

Describe Business or Activity for Which Waiver Is Requested: \_\_\_\_\_

Riviera Village Summer Festival

**Section 2: Waiver Request Statement**

I request a waiver from the business license requirements as specified in Redondo Beach Municipal Code 6-1.08(c).



Financial Services

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

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

### Section 3: Community Benefit Overview

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

The Riviera Village Summer Festival is an annual event that generates revenue for the RVA so that it can pay for the annual Halloween & Holiday Stroll events. The RVA also uses their funds to work with the City of Redondo Beach to maintain the dining decks throughout the year and help promote the businesses of the Riviera Village through their marketing and promotions.

### Section 4: Compliance with all Laws

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

### Section 5: Supporting Documentation

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

### Section 6: Duration of the Business License Waiver

Any business license waiver approved by the City Council pursuant to this application shall only be for a short term, extending from 6-27-25 to 6-29-25.

### Section 7: Signature and Acknowledgment

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

Signature: [Signature]

Print Name: Michael Ward \_\_\_\_\_

Title: Board Member/CEO VR Promotions & Events \_\_\_\_\_

Date: 6/11/25 \_\_\_\_\_



# Administrative Report

H.21., File # 25-1026

Meeting Date: 7/15/2025

**To:** MAYOR AND CITY COUNCIL  
**From:** JOY A. FORD, CITY ATTORNEY

## **TITLE**

APPROVE THE LEGAL SERVICES AGREEMENT WITH COVINGTON & BURLING, LLP FOR LEGAL SERVICES

## **EXECUTIVE SUMMARY**

This Agreement for Legal Services with Covington & Burling LLP will allow Abigail O'Brient to continue to represent the City in Bankruptcy matters.

## **BACKGROUND**

The City Attorney's office maintains a list of approved law firms and attorneys from which to select when special expertise is required on legal matters.

Attorney Abigail O'Brient was representing the City of Redondo Beach on Bankruptcy matters when she was employed at the law firm of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. Starting January 1, 2024, Ms. O'Brient moved to the law firm of Covington & Burling LLP. On April 2, 2024, the City entered into an Agreement for Legal Services, which terminated on December 31, 2024. Ms. O'Brient provided services to the City during the period of January 2, 2025 through July 15, 2025.

This Agreement would allow Abigail O'Brient to continue her representation of the City of Redondo Beach on a complex Bankruptcy matter.

## **COORDINATION**

The Agreement has been approved by Covington & Burling LLP and has been approved as to form by the City Attorney's Office.

## **FISCAL IMPACT**

In 2024, Covington & Burling LLP offered a blended rate of \$760 an hour. They allowed to use this rate because it was the same fee structured used by Ms. O'Brient's former firm. Covington and Burling LLP is now requesting a fee increase to a blended rate of \$1,095. Ms. O'Brient's standard billing rate is \$1,525 and Julia Philips Roth, a senior associate who has been another primary timekeeper, has a standard rate of \$1,215 per hour. The new blended rate of \$1,095 would be approximately 28% below Ms. O'Brient's standard rate and approximately 10% below Ms. Roth's standard rate.

Submitted by:

*Joy A. Ford, City Attorney*

**ATTACHMENTS**

- Agreement

## **AGREEMENT FOR LEGAL SERVICES**

THIS AGREEMENT is made this 15<sup>th</sup> day of July 2025, by the CITY OF REDONDO BEACH, a municipal corporation, ("CITY"), and COVINGTON & BURLING LLP ("ATTORNEY").

### **RECITALS**

The following recitals are a substantive part of this Agreement:

1. This Agreement for Legal Services ("Agreement") is entered into pursuant to Redondo Beach City Council authorization on July 15<sup>th</sup>, 2025.
2. The CITY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
3. The CITY and ATTORNEY entered into an Agreement for Legal Services dated April 2, 2024 and which terminated on December 31, 2024.
4. ATTORNEY provided services to CITY during the period of January 1, 2025 through July 15, 2025.
5. The CITY and ATTORNEY desire to enter into this new Agreement upon the terms and conditions herein.

### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall cover services rendered from January 1, 2025 and until December 31, 2025, unless terminated earlier pursuant to Section 3.5.
2. **Services to be Provided.**
  - 2.1 **Services.** The services to be performed by ATTORNEY shall consist of the following: Legal Services as assigned by the City Attorney's Office with respect to the chapter 11 bankruptcy case captioned *In re 9300 Wilshire, LLC*, Bankr. C.D. Cal. case no. 2:23-bk-10918-VZ (the "REPRESENTATION").
  - 2.2 **Client.** CITY shall be ATTORNEY'S client in this representation, and not any of the CITY'S related parties.
3. **Compensation.** ATTORNEY shall be compensated as follows:

- 3.1 Amount. \$1095 per hour. This is a blended rate. Abigail O'Brient will be the primary attorney performing legal services pursuant to this Agreement but she is authorized to use other members of the firm to assist her in this work. Compensation under this Agreement shall be paid only for assigned work and after approval of hourly billing statement by the City Attorney. If CITY engages ATTORNEY to continue the REPRESENTATION after December 31, 2025, the CITY and ATTORNEY shall negotiate in good faith regarding ATTORNEY'S compensation commencing on January 1, 2026 and an amendment to this Agreement must be agreed to by both parties and approved by the City Council.
- 3.2 Payment. For work performed under this Agreement, payment shall be made per monthly invoice. Payment of ATTORNEY'S invoices in full is due within 30 days of receipt. If any statement remains unpaid for more than 60 days, CITY agrees that ATTORNEY will have the right to cease performing services until satisfactory arrangements have been made for payment of outstanding statements and payment of future statements.
- 3.3 Expenses and Records of Expenses. ATTORNEY shall keep accurate records of time and expenses. These records will be made available to CITY. ATTORNEY'S invoices may include charges for support services incurred on CITY'S behalf, such as printing, duplicating, transcripts, computer research, telecommunications, any secretarial overtime attributable to CITY'S special needs, mail, deliveries and the like, as well as out-of-pocket costs, such as travel. If substantial third-party payments (such as co-counsel fees, expert fees, special studies, transcripts, or any single charge of more than \$1,000) are required, ATTORNEY reserves the right to forward the charge to CITY for CITY to pay directly, or to ask CITY to advance to ATTORNEY funds sufficient to allow ATTORNEY to pay the charge on CITY'S behalf.
- 3.4 Hours. No specific number of hours of work is guaranteed. It is expected that Attorney's services will be on an as needed basis depending upon the work load.
- 3.5 Termination. CITY and ATTORNEY shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice.

4. **Insurance Requirements.**

- 4.1 Workers' Compensation Insurance. ATTORNEY shall maintain Workers' Compensation Insurance where applicable.
- 4.2 Insurance Amounts. ATTORNEY is not authorized to drive an automobile



for the CITY or on CITY business.

- 4.3 **Malpractice Insurance.** ATTORNEY shall maintain malpractice insurance as agreed between CITY and ATTORNEY.
5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.
6. **Non-Liability of Partners of ATTORNEY.** ATTORNEY is a limited liability partnership organized under the laws of the District of Columbia. Under this form of partnership, a partner's personal assets are not subject to claims against ATTORNEY (and other partners) based on contracts, professional negligence or other liability unless the partner is personally liable based on his or her own conduct.
7. **Non-Discrimination.** ATTORNEY covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
8. **Independent Contractor.** It is agreed to that ATTORNEY shall work as an independent contractor and not as employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
9. **Compliance with Law.** ATTORNEY shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
10. **Ownership of Work Product.** All documents or other information developed or received by ATTORNEY in the course and scope of work for the City shall be the property of CITY. ATTORNEY shall provide CITY with copies of these items upon demand or upon termination of this Agreement. ATTORNEY retains ownership of and may re-use ATTORNEY's own know-how and precedents even if used or generated for ATTORNEY's representation of CITY, subject to ATTORNEY's professional ethical obligations to CITY.
11. **Conflict of Interest and Reporting.**
- 11.1 ATTORNEY shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement. ATTORNEY agrees to complete and file a California State Form 730 disclosure statement if required by the City Attorney.
- 11.2 CITY consents and agrees that ATTORNEY may be adverse to CITY on behalf of other clients in matters that are not substantially related to the REPRESENTATION or to any additional matter we may undertake on CITY'S behalf in the future. ATTORNEY might be adverse to CITY in

litigation, intellectual property matters (including patent litigation), transactional matters, counseling, matters involving administrative agencies, lobbying and other legislative matters, or any other type of matter so long as the matter is not substantially related to work ATTORNEY has performed for CITY. If there are parties adverse to CITY in the REPRESENTATION, it is possible that those adverse parties will have need for counsel in matters that are not adverse to CITY and which do not have a substantial relationship to the REPRESENTATION. Even though ATTORNEY would, as a result, receive some fee income from CITY'S adversary, CITY consents to ATTORNEY'S representing such parties in such matters. ATTORNEY commits to continued zealous representation of CITY'S interests in the REPRESENTATION notwithstanding any fee income ATTORNEY may receive from CITY'S adversary.

12. **Electronic Devices.** CITY and ATTORNEY may use electronic devices and Internet services to communicate with each other and forward documents, notwithstanding some risk that such communications may be intercepted by and disclosed to unauthorized parties. CITY agrees that the benefits of such technology outweigh the risks of unauthorized disclosure.
13. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.
  - a. Address of ATTORNEY is as follows:  
Covington & Burling LLP  
Attention: Abigail O'Brient  
1999 Avenue of the Stars  
Los Angeles, CA 90067-4643
  - b. Address of CITY is as follows:  
City Attorney's Office  
415 Diamond Street  
Redondo Beach, California 90277
14. **Licenses, Permits, and Fees.** ATTORNEY shall maintain a current **California State Bar License**, and all permits, fees, or licenses as may be required by this Agreement.
15. **Familiarity with Work.** By executing this Agreement, ATTORNEY warrants that: (1) he has investigated the work to be performed, (2) he has investigated the site of the work and is aware of all conditions there; and (3) he understands the difficulties and restrictions of the work under this Agreement. Should ATTORNEY discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at ATTORNEY'S risk, until instructions are received from

CITY.

16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement or any portion shall be assigned by ATTORNEY without prior consent of the CITY ATTORNEY.
18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
19. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified on provisions waived only by subsequent mutual written agreement executed by CITY and ATTORNEY.
20. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Los Angeles County Superior Court.
21. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
22. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

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

**CITY OF REDONDO BEACH**

**COVINGTON & BURLING LLP**

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

By: \_\_\_\_\_  
Abigail O'Brient, Attorney

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

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

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Eleanor Manzano, City Clerk

By: \_\_\_\_\_  
Joy A. Ford, City Attorney



# Administrative Report

H.22., File # 25-0978

Meeting Date: 7/15/2025

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

## **TITLE**

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

## **EXECUTIVE SUMMARY**

On April 29, 2025, the City Council held a strategic planning session to discuss and update the City's Strategic Plan. At the session, the Mayor and City Council considered recent accomplishments, completed a strengths, weaknesses, opportunities, and threats (SWOT) analysis, evaluated and adjusted the previously established three-year goals, and listed specific objectives for the upcoming 10-month period. On June 10<sup>th</sup>, the City Council reviewed the draft objectives, added a few additional items that are incorporated in the attached matrix, and adopted the Plan. This report provides the first update to the current Strategic Plan.

## **BACKGROUND**

The City has been committed to a strategic planning process since 1998, a process that focuses staff resources on achievable policy goals and objectives set by the City Council. On April 1, 2025, the Council approved an updated contract with Leading Resources Inc. for consulting services to facilitate the City's Strategic Planning Session on April 29, 2025.

During the session, the Mayor and City Council discussed the City's prior accomplishments, evaluated and adjusted the previously established three-year goals, and identified the objectives for the new plan.

The three-year goals (2025-2028), which serve as the overarching framework for the Strategic Plan, were updated and now identify more specific Goals that are organized under five Priority Areas:

### **Priority Area 1: Economic Vitality**

- Goal 1.1 Enhance the Waterfront
- Goal 1.2: Revitalize Artesia Boulevard
- Goal 1.3: Position Redondo Beach as a Destination for Business Investment
- Future Goal 1.4: Revitalize the Pacific Coast Highway Corridor

### **Priority Area 2: Public Safety and Community Well-Being**

- Goal 2.1 Implement Measure FP (Reconstruct City Fire and Police Facilities)
- Goal 2.2: Strengthen the City's Mental Health Response and Community Support

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**Systems**

- Goal 2.3: Further Enhance the City's Approach to Addressing Homelessness
- Goal 2.4: Continue to Leverage Technology to Enhance Public Safety, Emergency Response, and Community Resilience

**Priority Area 3: Infrastructure and Public Spaces**

- Goal 3.1: Rehabilitate City Roads and Critical Public Facilities
- Goal 3.2: Expand and Enhance Public Spaces, Amenities, and Programs
- Goal 3.3: Enhance Alternative Transportation Options
- Goal 3.4: Develop Long-Range Plans to Modernize City Facilities, Including the Public Works Yard and City Hall

**Priority Area 4: Customer-Centered Service Delivery**

- Goal 4.1: Improve Customer Service by Expanding the City's Use of Digital Tools and Online Services

**Priority Area 5: Community Stewardship**

- Goal 5.1: Advance Environmental Sustainability and Climate Resilience
- Goal 5.2: Preserve and Promote the City's Historic Resources and Neighborhood Character

The objectives have been drafted to ensure that they are specific and quantifiable, identify the various Departments that will be responsible for their completion, and establish target execution dates.

The City Manager's Office provides monthly updates on the adopted ten-month objectives to enable the Mayor and Council to monitor the City's progress on the Strategic Plan. The attached matrix includes updates and notations provided by the Department(s) responsible for each objective. This is the first update provided for this iteration of the Strategic Plan.

**COORDINATION**

The ten-month objectives are completed by the assigned Department(s).

**FISCAL IMPACT**

Funds for activities related to the Strategic Plan are included in the City's annual budget.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- July 15, 2025 Strategic Plan Update

# City of Redondo Beach Strategic Plan

## Three-Year Priority Areas & 10-Month Objectives

June 2025 – March 2026

CM= City Manager ATCM=Assistant to City Manager CD=Community Development CS=Community Services FD=Fire Department FS=Financial Services HR=Human Resources IT=Information Technology LIB=Library PD=Police Department  
PW=Public Works WED=Waterfront and Economic Development CA=City Attorney CC=City Clerk CT=City Treasurer

### Priority Area 1: Economic Vitality

#### Goal 1.1 Enhance the Waterfront

#	When	Who	Objectives	Done	On Target	Revised	Notes
1	March 1, 2026	WED/PW	Investigate the options and costs associated with improving the Pier Parking Structure to allow for redevelopment.		X		
2	July 15, 2025	WED	Identify strategies to proactively market and lease the identified commercial opportunity sites in the Harbor and Pier area.		X		Initial discussion of this item occurred on the City Council's closed session agenda on July 8 and will continue on July 15.
3	September 1, 2025	WED	Complete the pre-design engineering studies needed to construct the new public boat launch and present the results to the City Council for review.		X		
4	December 31, 2025	WED, PW	Complete the entitlement approval process for all phases of the Seaside Lagoon Rehabilitation Project and complete the plans and specifications for Phase 1 of the project needed for the Coastal Development Permit.		X		
5	October 1, 2025	WED, CD	Identify the process and cost to consider adjusting the Local Coastal Program requirements for King Harbor Marina parking.		X		
6	March 1, 2026	FD, PD, CA, WED	Research policy options and prepare a draft Safety Ordinance for rental watercraft in King Harbor.		X		
7	September 1, 2025	WED	Complete consideration of the preliminary Marine Mammal Center/Waterfront Education Center Property Use and Fundraising Agreement.		X		
8	October 1, 2025	WED, FD	Present a report to the City Council comparing the City's harbor/marine management operating model/organizational structure to other harbors.		X		
9	October 1, 2025	WED	Prepare a report to discuss the options and process to remove the former Gold's Gym property site from the Harbor Tidelands.		X		

#### Goal 1.2: Revitalize Artesia Boulevard

#	When	Who	Objectives	Done	On Target	Revised	Notes
10	October 1, 2025	CD	Complete the policy discussions for adjusting the FAR Ratio and implementing property investment incentives along the Artesia/Aviation Corridor, in conjunction with the General Plan Phase 2 Update.		X		
11	September 1, 2025	CD	Provide a report to the City Council detailing the impact the changes made to Artesia Blvd parking regulations are having on business reinvestment in the area.		X		

12	December 31, 2025	CS, WED, PW	Provide a status report on the public art procurement effort on Artesia Blvd. by the City's newly-hired art consultant.		X		The first phase of stakeholder interviews is underway.
13	October 1, 2025	CD	Provide a report to the City Council on the process to study and consider implementing rooftop dining, lot merger incentives that would encourage property reinvestment/revitalization, and options to enhance the quality of business signage along the boulevards.		X		
<b>Goal 1.3: Position Redondo Beach as a Destination for Business Investment</b>							
#	When	Who	Objectives	Done	On Target	Revised	Notes
14	November 1, 2025	WED, CD, ATCM, MAYOR+ COUNCIL SUBCOMM.	Convene an Economic Development Working Group to help recruit/retain businesses and assist staff in identifying and analyzing conditions/regulations/processes that exist in the City that may impede business reinvestment, and report the preliminary results to the City Council.		X		The working group has met on several occasions and is in the process of identifying possible impediments to redevelopment in the community and means to improve the City's attractiveness to business investment.
15	December 31, 2025	CD, WED	Support proactive development in the City with a focus on business retention and enhancing marketing efforts and outreach to potential businesses, and provide a report to the City Council on the status of these efforts.		X		
16	March 1, 2026	MAYOR, WED, CD, ATCM	Create a Major Events working group to pursue opportunities and attract activities associated with the 2026 World Cup and LA28 Olympics, as appropriate.		X		The working group met on June 11, 2025, followed by a meeting of the marketing subcommittee on June 18, 2025. On July 1, 2025, the City Council approved a marketing contract to support preparations for the anticipated NOC visit in August 2025.
<b>Future Goal 1.4: Revitalize the Pacific Coast Highway Corridor</b>							

## Priority Area 2: Public Safety and Community Well-Being

### Goal 2.1 Implement Measure FP (Reconstruct City Fire and Police Facilities)

#	When	Who	Objectives	Done	On Target	Revised	Notes
17	August 1, 2025	ATCM	Complete selection of the firm to serve as the City's Owner's Representative and Bond Program Manager, and present the contract to the City Council for consideration of approval.		X		The proposed contract with the selected Bond Program Management Firm is scheduled for City Council consideration of approval on July 15, 2025.
18	March 1, 2026	FIN, ATCM, PW, IT, PD, FD, CT	Following the selection of the Owner's Representative and Bond Program Manager, work with the City's Municipal Financial Advisor to develop a strategy to appropriately time the City's bond issuance to complete the projects included in Measure FP.		X		
19	March 1, 2026	ATCM, CA	Prepare the selection guidelines and resolution to form a Citizens Oversight Committee to review bond-related expenditures.		X		
20	July 1, 2025	PW, PD	Complete the studies/design work needed to prepare the federal grant application for funding to replace the City's Police Shooting Range and engage appropriate outside/partnership agencies, pending release of the notice of funding opportunity.	X			The application was submitted on July 1, 2025

### Goal 2.2: Strengthen the City's Mental Health Response and Community Support Systems

#	When	Who	Objectives	Done	On Target	Revised	Notes
21	September 1, 2025	CA, FD, PD	Present a report to the City Council on the City's efforts to utilize grant funding to hire/procure a mental health clinician to provide a targeted response to mental health-related incidents in the City.		X		
22	August 1, 2025	CA, FD, PD	Explore a partnership with Hermosa Beach that would pool resources to enhance the City's ability to respond to mental health issues.		X		

### Goal 2.3: Further Enhance the City's Approach to Addressing Homelessness

#	When	Who	Objectives	Done	On Target	Revised	Notes
23	March 1, 2026	PW, CA	Complete construction of the pallet shelter expansion project.		X		The design is in the final stages, with the City Council expected to take action and advertise the project for construction bidding this summer.
24	March 1, 2026	CS	Explore options to secure funding to support family supportive housing and report back to the City Council.		X		
25	August 1, 2025	CS	Develop a program to implement foster youth vouchers and report back to the City Council.	X			At the June 17, 2025, City Council Meeting, the Housing Authority approved the program agreement with DCFS.

### Goal 2.4: Continue to Leverage Technology to Enhance Public Safety, Emergency Response, and Community Resilience

#	When	Who	Objectives	Done	On Target	Revised	Notes
26	March 1, 2026	PD	Update the City's Drone First Responder agreement with Aerodome after the company obtains the FAA certificate waiver for autonomous drone use.		X		



27	October 1, 2025	IT, PD	Investigate options to modernize the City's video camera platform and consolidate existing systems.		X		Vendor selection is complete. Negotiations are underway to prepare an agreement for City Council consideration in summer 2025.
28	February 1, 2026	FD, IT	Complete additional research on the functionality and costs associated with implementing the Tablet Command Application for the Fire Department.		X		

### Priority Area 3: Infrastructure and Public Spaces

#### Goal 3.1: Rehabilitate City Roads and Critical Public Facilities

#	When	Who	Objectives	Done	On Target	Revised	Notes
29	December 31, 2025	PW	Identify the cost and process to inventory the condition of City facilities for future implementation of an asset management system.		X		Staff is evaluating software providers and costs.
30	December 1, 2025	PW, ATCM	Pursue grant funding for energy-related infrastructure improvements.		X		
31	March 1, 2026	PW	Research and provide a report to the City Council on the options to enhance the City's Street rehabilitation program.		X		

#### Goal 3.2: Expand and Enhance Public Spaces, Amenities, and Programs

#	When	Who	Objectives	Done	On Target	Revised	Notes
32	April 1, 2026	CS, PW	Execute the Wilderness Park Master Plan as funded.		X		The design-build contractor is finalizing the design for construction of the Lower Pond.
33	October 1, 2025	CS, PW	Complete conceptual design of the Franklin Park playground improvements.		X		The Franklin Park All-Abilities Playground Working Group held its first meeting on June 9, 2025. The next meeting will be held on July 17, 2025, where members will discuss and finalize playground amenity preferences. Staff will then move forward with procuring designs from vendors.
34	November 1, 2025	CS/PW	Explore options to add signage to Ito Park that draws inspiration from signage found in America's National Parks.		X		Staff has received information from the Public Amenities Commission regarding the signage language used by the FDR Presidential Museum. Staff also reached out to the Museum for information and assistance. If no response is received by the end of July, staff will proceed with drafting language modeled after signage commonly found in national museums and parks.
35	December 31, 2025	CS	Enhance available programming in the City's Teen Center.		X		Staff is in the process of procuring the amenities identified by the Youth Commission and the teen survey. The Teen Center is on track to open in September 2025, with programming shaped by teen feedback.
36	November 1, 2025	CM, ATCM, FS	Provide a report on the status of negotiations with RBUSD regarding shared service and facility agreements.		X		

37	January 1, 2026	ATCM	Research and provide the City Council with a report regarding the next steps to implement a licensing agreement to produce and market City-branded apparel using the updated City logo.		X		
38	October 1, 2025	ATCM	Prepare a report for the City Council to discuss the process and cost associated with updating the City flag with the new logo, and also incorporating the logo on other City-maintained flags and banners.		X		
<b>Goal 3.3: Enhance Alternative Transportation Options</b>							
#	When	Who	Objectives	Done	On Target	Revised	Notes
39	January 1, 2026	PW	Award the construction contract to implement the City's Local Travel Network (LTN).		X		
40	December 1, 2025	PW	Develop a strategy to deploy available funding for bike lane repainting to enhance bicycle safety and provide a report on the status of the City's implementation of the Bicycle Master Plan.		X		
41	December 1, 2025	PW	Provide a report to the City Council on the status of the City's active transportation and micro-mobility projects included in the CIP.		X		
42	February 1, 2026	CS	Analyze BCT routes and determine if there are other route options that could enhance youth ridership.		X		
<b>Future Goal 3.4: Develop Long-Range Plans to Modernize City Facilities, Including the Public Works Yard and City Hall</b>							

<b>Priority Area 4: Customer-Centered Service Delivery</b>							
<b>Goal 4.1: Improve Customer Service by Expanding the City's Use of Digital Tools and Online Services</b>							
#	When	Who	Objectives	Done	On Target	Revised	Notes
43	January 1, 2026	CC, IT	Work with Departments to determine 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 easily accessible to the public, and provide a progress report to the City Council.		X		Initial meetings with departments to determine project scope are underway.
44	March 1, 2026	CC, IT	Research software options to improve the workflow for public records act requests.		X		
45	February 1, 2026	CC, IT, ATCM	Complete implementation of the new Agenda Management System to streamline internal operations and provide for enhanced agenda forecasting.		X		The project is underway.
46	September 1, 2025	IT, ATCM	Develop a plan to prioritize and implement new online processes to improve the functionality of the City website and enhance service delivery, including the possible use of AI.	X			A pilot AI Chat Bot went live on June 30, 2025.
47	March 1, 2026	IT, ATCM	Implement the Access Redondo App update and make it easier for community members to submit customer requests.		X		Funding was approved in the FY 2025-26 Budget. The contract with Comcate is currently under negotiations and is expected to be presented to the City Council for consideration of approval in summer 2025.

## Priority Area 5: Community Stewardship

### Goal 5.1: Advance Environmental Sustainability and Climate Resilience

#	When	Who	Objectives	Done	On Target	Revised	
48	November 1, 2025	PW	Inventory the City's tree canopy and present a discussion item to the City Council to determine the best strategies to enhance the tree canopy in the future.		X		
49	January 1, 2026	PW	Select and hire a consultant needed to study and update the City's Sewer System Management Plan.		X		The RFP is currently being developed with advertising anticipated in late summer 2025.
50	February 1, 2026	ATCM, PW	Continue to advance efforts to install additional EV charging stations throughout the City.		X		
51	September 1, 2025	WED	Provide a status report on the City's California Coastal Commission LCP Local Assistance Grant Program grant application, including climate resiliency.		X		

### Goal 5.2: Preserve and Promote the City's Historic Resources and Neighborhood Character

#	When	Who	Objectives	Done	On Target	Revised	Notes
52	November 1, 2025	CD, CA	Provide a report to the City Council on possible updates to the City's Historic Preservation Ordinance.		X		

53	March 1, 2026	CD	Prepare a contract for the completion of a Citywide Historical Resources Survey and present it to the City Council for consideration of approval.		X		
54	October 1, 2025	CD	Review and present options to the City Council related to updating parking regulations in the Riviera Village as part of a larger discussion regarding preferred business uses in the Village.		X		



# Administrative Report

H.23., File # 25-1012

Meeting Date: 7/15/2025

**To: MAYOR AND CITY COUNCIL**

**From: JANE CHUNG, ASSISTANT TO THE CITY MANAGER**

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

## **TITLE**

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3295-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 6, SECTIONS 2-9.602 AND 2-9.603 PERTAINING TO THE REDONDO BEACH YOUTH COMMISSION AND REPEALING IN ITS ENTIRETY TITLE 2, CHAPTER 9, ARTICLE 8 PERTAINING TO THE PUBLIC SAFETY COMMISSION

## **EXECUTIVE SUMMARY**

On July 1, 2025, the City Council discussed the constitution of the Youth Commission and Public Safety Commission and directed staff to 1) modify the structure of the Youth Commission and 2) eliminate the Public Safety Commission. The proposed Ordinance, if adopted, would initiate Council's direction and amend the Redondo Beach Municipal Code (RBMC) to amend Title 2, Chapter 9, Article 6, Sections 2-9.602 and 2-9.603 regarding the Redondo Beach Youth Commission, and repeal Title 2, Chapter 9, Article 8 regarding the Public Safety Commission.

## **BACKGROUND**

The City of Redondo Beach continually evaluates the structure and effectiveness of its Boards and Commissions to ensure alignment with current policy priorities, community engagement goals, and organizational efficiency.

Throughout 2024, the Mayor and staff developed recommendations to streamline advisory functions and increase youth engagement in City government. These changes were approved by the City Council and resulted in the consolidation, elimination, and/or update of a number of the City's Boards and Commissions. These changes were codified in the Redondo Beach Municipal Code (RBMC) and have provided a more efficient and engaging experience for a number of individuals volunteering their time to serve in an appointed advisory role.

The initial round of changes was designed to serve as a starting point for improvements and is tied to a number of other efforts being undertaken by the Mayor and City Council. This includes discussions to improve the Code of Conduct for all public meetings to clarify the roles, responsibilities, and expectations for meeting participants and the appointed and elected officials who conduct City business. Proposed updates are expected to be presented to the City Council in the upcoming months and will be designed to further improve the manner in which public meetings are conducted. It has also become clear that there are additional opportunities to adjust the roster and composition

of select commissions to further streamline the City's offerings and bring them in line with the contemporary needs of City Departments and the community. Two of these opportunities were discussed as part the City Council's July 1, 2025 meeting agenda.

#### Youth Commission

The Youth Commission has experienced a great resurgence in the past year and has conducted regular meetings that have produced a number of recommendations to enhance the availability and diversity of programs and resources available to teens in the City. Currently, the Youth Commission has 15 seats, with up to 3 adult members, with an additional ad hoc subcommittee of non-voting members. After collecting feedback from the Mayor, the Staff Liaison, along with the adult and youth members of the Commission, a number of changes were recommended for the Youth Commission and supported by the City Council during the July 1 discussion:

- Refine the duties and purpose of the Commission
- Reduce the adult members to one non-voting advisory/liaison School Board member to help in student selection and advise as needed.
- Increase the number of voting youth Commissioners to 15, with the goal of having:
  - 5 total from students in Grades 7 or 8
  - 5 total from students in Grades 9 or 10
  - 5 total from students in Grades 11 or 12
- Eliminate the non-voting, ad hoc Committee
- Lower the age of candidacy from 13 to 12
- Increase the length of each term from 1 to 2 years and allow students to serve until they graduate (with no limit on the number of terms served)
- Provide more definition regarding the selection process

#### Public Safety Commission

The Public Safety Commission was founded in 1996 to, "help serve as the citizens' voice in public safety affairs, provide suggestions for ensuring responsive and efficient public safety services, review public safety legislation when appropriate and directed by City Council, collaborate on, promote, and support community policing programs, and perform such other duties as directed by the City Council." Since that time, oversight at the State level has become more prescriptive, requiring the City's Police and Fire Departments to dedicate more time and energy to comply with an evolving set of regulations designed to promote accountability and transparency in public safety operations. Additionally, the City's public safety departments have implemented a number of proactive community engagement programs that routinely facilitate real-time public dialogue and feedback.

As part of the mayoral and council review of commissions, the Fire and Police Chiefs engaged in discussions regarding the legal framework governing public safety personnel, including laws related to confidentiality, patient privacy, and the rights of sworn employees. Both Chiefs expressed concerns that substantive discussion of operational issues during Public Safety Commissions could inadvertently place the City at risk. The Chiefs also made clear that the communication tools now used by the departments on a day-to-day basis are much more effective in obtaining resident input on operational matters and provide a variety of platforms to more quickly respond to citizen needs.

Given the significant evolution of public safety operations since the 1996 formation of the Public Safety Commission, the Fire and Police Chiefs approached the Mayor about the possibility of

eliminating the Commission to 1) focus the staff resources dedicated to the Commission on community engagement tools and programs that gather more meaningful and immediate public feedback and 2) provide other opportunities for current Commissioners to serve in a more efficient and productive way. The above items were discussed at the July 1<sup>st</sup> meeting and, after public comment and thorough deliberation, the City Council directed staff to prepare an Ordinance that if introduced and later adopted would eliminate the Public Safety Commission.

**COORDINATION**

This item was prepared by the City Manager's Office and the Ordinance was prepared by the City Attorney's Office.

**FISCAL IMPACT**

Elimination of the Public Safety Commission would save the City roughly \$50,000 per year in staff support time and expense.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Ord - No. 3295-25 Amending Section 2-9.602 and 2-9.603 of the Redondo Beach Municipal Code regarding the Redondo Beach Youth Commission, and Repealing its entirety Title 2, Section 9, Article 8 regarding the Public Safety Commission

## **ORDINANCE NO. 3295-25**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 6, SECTIONS 2-9.602 AND 2-9.603 PERTAINING TO THE REDONDO BEACH YOUTH COMMISSION AND REPEALING IN ITS ENTIRETY TITLE 2, CHAPTER 9, ARTICLE 8 PERTAINING TO THE PUBLIC SAFETY COMMISSION**

WHEREAS, the City recognizes the importance of engaging youth in civic affairs and values the unique perspectives that student representatives bring to local government; and,

WHEREAS, allowing students to serve multiple terms without restriction, provided they remain enrolled and in good standing, ensures that experienced and committed students can continue to serve their community until graduation; and,

WHEREAS, clarifying and formalizing the student selection process, including eligibility criteria, application requirements, and a transparent review procedure, will enhance fairness, accessibility, and community trust in the appointment process; and,

WHEREAS, in order to elevate student leadership and streamline adult involvement, the committee will include a single non-voting liaison from the School Board, who will serve in an advisory capacity and assist with the student selection process as needed; and,

WHEREAS, the proposed changes to the Youth Commission reflect the City's ongoing commitment to inclusive governance and the meaningful involvement of young people in shaping public policy; and,

WHEREAS, the City established the Public Safety Commission around 30 years ago with the intent to provide a forum for resident suggestions for ensuring responsive and efficient public safety services, to review public safety legislation, and when appropriate and directed by the City Council, collaborate on, promote, and support community policing programs; and,

WHEREAS, the nature of public safety work has changed significantly over the past three decades, with increasing complexity in law enforcement and fire service operations, technology, legislative mandates, and required legal standards; and,

WHEREAS, modern public safety agencies must navigate a wide range of sensitive and legally protected matters, including personnel issues, tactical protocols, and ongoing investigations, which are subject to strict confidentiality under state and federal law; and,



WHEREAS, both the Police Chief and Fire Chief have expressed concerns that substantive discussions of operational issues in a public forum could inadvertently expose the City to legal risk or violate statutory protections related to privacy, labor law, and public records; and,

WHEREAS, the Police and Fire Departments have implemented a number of proactive community engagement programs that provide a variety of opportunities for regular public input; and,

WHEREAS, these community engagement programs have become standard operating procedure for the City's Public Safety Departments and provide real-time and immediate feedback from residents that is much more effective in maintaining efficient and responsive safety services than a monthly public meeting affords; and,

WHEREAS, the City remains committed to transparency, accountability, and community trust in public safety services, and will continue to seek new and innovative ways to interact with the public; and,

WHEREAS, there is significant overlap in the matters typically reviewed by the Public Safety Commission and other standing City Commissions; and,

WHEREAS, at the July 1, 2025, Council Meeting, the Redondo Beach City Council considered the above information and whether to amend certain sections of the Redondo Beach Municipal Code related to the Redondo Beach Youth Commission and whether to eliminate the Public Safety Commission; and

WHEREAS, after the City Council discussed the matter, a motion was made to amend certain sections of the Redondo Beach Municipal Code related to the Redondo Beach Youth Commission and to eliminate the Public Safety Commission.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 6, Section 2-9.602 is hereby amended in its entirety to read as follows:

"§ 2-9.602 Duties and purpose.

The purpose of the Youth Commission is to expose Redondo students to city government processes and proceedings and to represent youth perspectives in city policies and projects. Duties are as follows:

(a) Report to the City Council semi-annually on youth needs and priorities related to city policies and projects;

- (b) Remain informed on the programs providing youth services to Redondo Beach youth (annual review);
- (c) Research, formulate, suggest proposed policies, programs and services designed to meet the needs of Redondo Beach youth;
- (d) Review and evaluate requests from the staff liaison, City Manager, or City Council pertaining to youth-related policies/services;
- (e) Maintain liaison with the youth organizations in other cities, and/or youth-related agencies, and
- (f) Represent the Youth Commission when requested to do so.”

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 6, Section 2-9.603 is hereby amended in its entirety to read as follows:

“§ 2-9.603 Membership.

(a) School Board Representative. The Redondo Beach Unified School District Board of Education shall recommend one member to represent the school board for selection and appointment by the Mayor subject to confirmation by the City Council. If the Mayor and/or the City Council fails to appoint any Redondo Beach Unified School District Board of Education's recommended representative or in the event the office of the recommended representative becomes vacant for any reason, the Redondo Beach Unified School District Board of Education shall recommend another representative for selection and appointment by the Mayor and City Council. The role of this adult member shall be to support recruiting and selection of Youth Commission nominees and to provide advise related to the Youth Commission when required by the City Council, the City Staff Liaison, and/or the Youth Commission. This advisor is not required to attend each meeting.

(b) Youth Members. The Youth Commission shall be composed of 15 youth members. Each youth member shall be over the age of 12 years and under the age of 20 years; residing with his or her parents(s) or guardian(s) within the City; or be a registered attendee of Redondo Unified School District, home-schooled in Redondo Beach, or attending a private school in Redondo Beach. . The youth members shall be entitled to participate in the deliberations of the Commission, and shall be entitled to vote. The term of each youth member shall be two years, and until his or her successor is appointed and qualified. Each youth member may serve unlimited terms. A Youth Commissioner term shall terminate when the Commissioner graduates from High School or fails to meet other eligibility requirements.

(c) Selection and Appointment. The City Staff Liaison shall work with the School Board Representative and City Council School Subcommittee to advertise and distribute applications for the Youth Commission each year and as needed to fill vacancies. The City Staff Liaison, School Board Representative, and City Council School Subcommittee

will then, review applications, interview applicants, and select nominees to the Youth Commission. To the extent practical, the nominees combined with existing Youth Commissioners shall be evenly spread with five Commissioners in grades 7 and 8, five in Grades 9 and 10, and 5 in grades 11 and 12. The Staff Liaison shall then provide the list of nominees to the Mayor for final appointment and approval by the City Council.”

SECTION 3. AMENDMENT OF CODE. Title 2, Chapter 9, Article 8 PUBLIC SAFETY COMMISSION is hereby REPEALED IN ITS ENTIRETY.

SECTION 4. 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 5. 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 6. This ordinance shall be published by one insertion in the official newspaper of said city, and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 5<sup>th</sup> day of August, 2025.

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James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

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Joy A. Ford, City Attorney

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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 the foregoing Ordinance No. 3295-25 was duly introduced at a regular meeting of the City Council held on the 15<sup>th</sup> day of July, 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the 5<sup>th</sup> day of August, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Eleanor Manzano, CMC  
City Clerk



# Administrative Report

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J.1., File # 25-1017

Meeting Date: 7/15/2025

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## **TITLE**

RECEIVE AND FILE A PRESENTATION FROM BEACH CITIES HEALTH DISTRICT ON THE LAUNCH OF A REQUEST FOR EXPRESSION OF INTEREST FOR USES OF THE FORMER SOUTH BAY HOSPITAL REDEVELOPMENT SITE

# BCHD Healthy Living Campus

FACT SHEET: JUNE 2025

## Beach Cities Health District

Beach Cities Health District (BCHD) has served the people who live and work in Hermosa Beach, Manhattan Beach and Redondo Beach since 1955. Today, BCHD offers more than 40 free community health programs and services that promote health and wellness across the lifespan.

BCHD has been working closely with the community since 2017 to reimagine our medical campus – home to our 65 year-old former hospital building located at 514 North Prospect Avenue. Since May 2017, BCHD has held more than 60 meetings, drawing more than 1,000 comments regarding ways to modernize its property.



## Healthy Living Campus Overview

 **11 acres**

extending from Diamond to Beryl and Prospect to Flagler

 **65 year-old building**

and former hospital site faces escalating maintenance costs and is in need of a seismic upgrade

 **March 2027**

has been identified as the target date for vacating the 514 building

## Positive Steps Forward

Progress is underway on several components of the Healthy Living Campus Master Plan.



**Diamond Street Bike Path**

Completed in 2023, the bike and pedestrian path project installed a Class I bike path with new lighting, pavement, bicycle traffic signal sensors and landscaping.



**510 N. Prospect + Green Space**

Finalizing plans to retain the 510 building and preserve adjacent green space along Diamond St.—addressing neighbor concerns.



**Center for Health & Fitness Relocation**

A lease has been signed to relocate the Center for Health & Fitness (CHF) to the 510 Building in 2027.



**Program of All-Inclusive Care for the Elderly (PACE)**

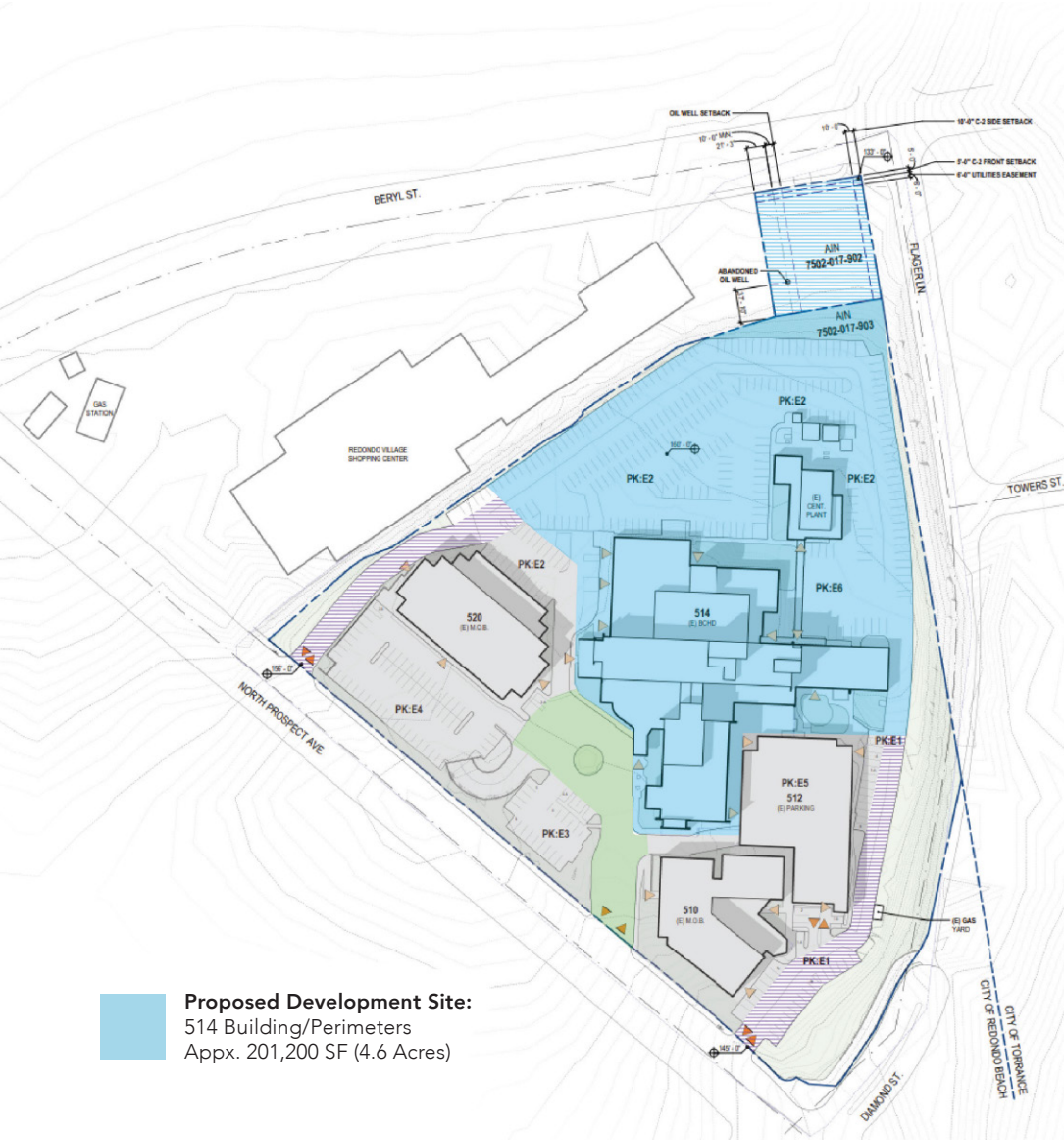
BCHD is working to secure space on the campus for a PACE program, aiming to provide services for older adults and establish a long-term tenant in the 510 Building.



**allcove Beach Cities**

56% of funding secured for construction of a permanent allcove Beach Cities location. Approximately \$6 million remains to be raised to fully fund the project.





**Proposed Development Site:**  
514 Building/Perimeters  
Appx. 201,200 SF (4.6 Acres)

## Former South Bay Hospital Redevelopment

Beach Cities Health District (BCHD) is launching a Request for Expression of Interest (RFEOI) to explore innovative and community-aligned uses for the site.

### Goals:

- Align with BCHD's mission to enhance health and wellness
- Generate sustainable revenue to fund community health programs
- Improve safety by addressing outdated seismic infrastructure
- Reflect community feedback gathered since 2017

### Key RFEOI Dates

The RFEOI will be issued June 30, with responses due by August 7. During the selection process, a BCHD committee will evaluate the submissions, including community engagement opportunities for public input. The committee will then deliver their recommendation(s) to the Board for approval and to determine next steps.

### What Could the Site Become?

Potential future uses could include Residential Care for the Elderly (RCFE), affordable senior housing, or medical office and wellness services – all options that align with the scope of services BCHD is authorized to provide under California Healthcare District law.





# Administrative Report

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J.2., File # 25-1018

Meeting Date: 7/15/2025

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## **TITLE**

RECEIVE AND FILE A PRESENTATION FROM THE FRIENDS OF REDONDO BEACH ARTS ON THE "REIMAGINED POETRY INVITATIONAL" ART EXHIBITION HELD ON JUNE 6 TO JUNE 22, 2025



# Administrative Report

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K.1., File # 25-1002

Meeting Date: 7/15/2025

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## **TITLE**

*For eComments and Emails Received from the Public*



# Administrative Report

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M.1., File # 25-0872

Meeting Date: 7/15/2025

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**To:** MAYOR AND CITY COUNCIL

**From:** ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

## **TITLE**

CONTINUED PUBLIC HEARING TO SOLICIT FEEDBACK ON PUBLIC SERVICE GRANT RECOMMENDATIONS AND TO ADOPT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FY 2025-26 ANNUAL ACTION PLAN

## **PROCEDURES:**

1. Reconvene the Public Hearing and Take Testimony;
2. Close the Public Hearing; and
3. Consider public service grant recommendations; and
4. Adopt the FY 2025-26 Annual Action Plan.

## **EXECUTIVE SUMMARY**

As a recipient of Community Development Block Grant (CDBG) entitlement funds from the U.S. Department of Housing and Urban Development (HUD), the City of Redondo Beach is required to develop a one-year Action Plan and solicit input from residents and other interested organizations on housing and community development needs in the City. This report reflects the needs identified in the City's recently adopted 2025-2030 Consolidated Plan, and provides details on FY 2025-26 CDBG activities and funding allocations. The City will receive \$295,609 of CDBG entitlement monies in FY 2025-26. Per the plan, the funds will be used to support Public Facilities and Improvements, Planning and Administration, Public Service Agencies, and the Housing Improvement Program.

## **BACKGROUND**

Title I of the Cranston-Gonzalez National Affordable Housing Act requires state and local governments to have an approved five-year Consolidated Plan (ConPlan) to apply for certain HUD programs. The ConPlan is used by state and local governments as a working guide for the application of resources to address local housing and community development needs. The 2025-2030 ConPlan was adopted by the City Council on May 6, 2025. CDBG participating agencies are required to submit an Annual Action Plan that outlines the proposed activities that will utilize CDBG funding, consistent with the goals and objectives included in the ConPlan.

The draft FY 2025-26 Annual Action Plan is attached to this report and is presented for City Council review and consideration. The one-year plan aims to address strategies and goals established in the 2025-2030 ConPlan and provides recommendations for the anticipated allocation of the City's FY 2025-26 CDBG entitlement for the upcoming fiscal year. The anticipated CDBG funding allocation for FY 2025-26 is \$295,609, which is a slight increase from the City's FY 2024-25 funding allocation of

\$282,571. A history of CDBG funding levels awarded to the City of Redondo Beach since FY 2010-11 is attached to this report.

The following projects and activities are proposed to be funded through the CDBG funds in FY 2025-26. Each activity is shown with a proposed CDBG funding allocation:

Public Facilities and Improvements Funding Allocation: \$152,147

Public improvements are an eligible expenditure of CDBG funds. As such, staff proposes installation of access ramps and/or curb cuts to enhance Americans with Disabilities Act of 1990 (ADA) compliance throughout the City.

Administration/Fair Housing Funding Allocation: \$59,121

Per HUD regulations, up to 20% of the City's FY 2025-26 entitlement funds may be used for program administration. As part of the City's obligation to implement a fair housing program, staff recommends continuing its contract with the Housing Rights Center to investigate housing discrimination complaints and help eliminate barriers to equal housing choice based on race, gender, religion, disability, or age. Staff also recommends continuing to contract with an external consultant to manage CDBG project coordination, compliance, and required reporting.

Public Service Agency Funding Allocation: \$44,341

Per HUD regulations, 15% of the City's FY 2025-26 entitlement funds may be available to fund public service agency programs ranging from family counseling, independent living skills training, and behavioral health programs. An RFP for these services was issued in December 2024, and proposals were reviewed during the development of the FY 2025-26 Annual Action Plan. The following organizations are proposed for funding for FY 2025-26:

Organization	Services Provided	Proposed Funding for FY 2025-26
<b>1736 Family Crisis Center</b>	Provides counseling, support, and referral services to women and youth who are victims of domestic violence	\$10,864
<b>Disability Community Resource Center</b>	Supports seniors and people with disabilities to maintain self-directed and community-based independent lives	\$7,538
<b>Harbor Interfaith Services</b>	Provide temporary housing for individuals experiencing homelessness and case management support through the Pallet Shelter Program	\$7,537
<b>Project: NEEDS (St. Paul's United Methodist Church)</b>	Provides hot meals and a food pantry to people experiencing homelessness and food stress	\$10,864

<b>Venice Family Clinic</b>	Formerly known as South Bay Family Healthcare Center. Provides therapy, parenting, crisis interventions, domestic violence counseling, substance use therapy, and medication-assisted treatment to individuals coping with impact trauma to eligible residents in Redondo Beach	\$7,538
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Home Improvement Program (Mobility Access/Emergency Repair Program) Funding Allocation: \$40,000

The Mobility Access/Emergency Repair Program provides mobility access and emergency repairs to low and moderate-income and disabled Redondo Beach homeowners. Eligible repairs include the installation of access ramps and handle grabs to support disabled homeowners. Eligible repairs that fall under the emergency category are restricted to components that will correct health and safety hazards in the home. Allowable fixtures include electricity, plumbing, heating, and replacement of water heaters. The program would assist approximately 5 households in the upcoming fiscal year.

The proposed FY 2025-26 Annual Action Plan was developed following the issuance of a Request for Proposals in December 2024. HUD requires a publicly noticed 30-day public review period, which was held from June 12 through July 12, 2025. In addition, two public hearings are required to take place. The first public hearing was held on June 17, 2025, at which time no public comments were received. This item serves as the second and final public hearing and allows for the formal adoption of the proposed plan.

**COORDINATION**

Development of the proposed FY 2025-26 Annual Action Plan was prepared by the Community Services Department in coordination with the Community Development Department, and the City's CDBG consultant.

**FISCAL IMPACT**

Development and implementation of the FY 2025-26 Annual Action Plan is part of the Community Services Department's regular work program. All program and administrative costs are funded through restricted CDBG funds provided by HUD.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Proposed FY 2025-2026 CDBG Annual Action Plan
- CDBG Funding History



**CITY OF REDONDO BEACH  
ANNUAL ACTION PLAN  
FY 2025-2026**



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## **Expected Resources**

### **AP-15 Expected Resources – 91.220(c)(1,2)**

#### **Introduction**

The City of Redondo Beach is a recipient of federal grants administered by the U.S. Department of Housing and Urban Development (HUD). In order to receive and implement these funds, the City is required to prepare and submit an application in the form of the 2025-20230 Consolidated Plan (ConPlan) and Fiscal Year (FY) 2025-2026 Annual Action Plan. The ConPlan outlines the City's goals, priorities, and strategies to provide services for low- and moderate-income residents while the Annual Action Plan provides detailed information on the total grant amount to be received and how much the City will expend.

Through extensive community outreach and intrinsic data collected, the City has identified the following goals for the next five years:

1. Support the Development of Decent Housing;
2. Create Sustainable Neighborhoods;
3. Provide Vital Public Services;
4. Expand Affordable Housing Opportunities;
5. Planning and Administration;
6. Create Economic Opportunities; and
7. Pre-Disaster Preparedness and Mitigation.

For FY 2025-2026, the City will receive \$295,609 in Community Development Block Grant (CDBG) funds. The FY 2025-2026 Annual Action Plan represents the first of five program years covered by the City's 2025-2030 ConPlan. Lastly, the City has prepared this report to ensure all funded programs meet the identified goals.



## Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public-federal	Admin and Planning; Economic Development; Housing; Public Improvements; Public Service	\$295,609	\$0	\$20,000	\$315,609	\$1,182,436	Based on HUD 2025-2026 allocation and projection throughout the Consolidated Plan period

Table 1 – Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

### Entitlement Funds

The City will receive \$295,609 in CDBG funds. The City will utilize CDBG funds as well as local funds to maximize the impact of the City's CDBG-funded programs. The City does not receive HOME Investment Partnerships Program (HOME), Emergency Solutions Grants Program (ESG), or Housing Opportunities for Persons With AIDS (HOPWA) funds and does not report on these grants. The City will not be obliged to meet HUD's matching requirements.

### State Funds

The City does not expect to receive funds from the State of California that will be used to directly leverage CDBG-related programming.

Regardless of total funding, the City will continue to locate funding from local, state, federal, and private sources to develop and deliver quality and cost-effective projects.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City does not own any land that could be used to address the needs identified within this plan.

**Discussion**

The City will be receiving \$295,609 in CDBG funds. Although the City does not receive HOME, ESG, or HOPWA funds, the City will continue to leverage General Funds to fully maximize impacts of community-based programs. Such programs include temporary housing and case management for unsheltered individuals.

## **Annual Goals and Objectives**

### **AP-20 Annual Goals and Objectives**

#### **Goals Summary Information**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Support the Development of Decent Housing	2025	2030	Affordable Housing	Citywide	Decent Housing Preserve and improve the existing	\$40,000	Homeowner Housing Rehabilitation: 5 households
2	Create Sustainable Neighborhoods	2025	2030	Non-Housing Community Development	Citywide	Public Services Equal access to housing Public Services Assist special needs residents Community/Public Facilities Public Improvements	\$152,147	Public service activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted
3	Provide Vital Public Services	2025	2030	Non-Housing Community Development	Citywide	Public Services Equal access to housing Public Services Assist special needs residents Health and dental services	\$44,341	Public service activities other than Low/Moderate Income Housing Benefit: 221 persons assisted

4	Planning and Administration	2025	2030	Administration	Citywide	Public Services Equal access to housing Public Services Assist special needs residents Community/Public Facilities Public Improvements Health Expand Economic Opportunities	\$59,121	Other: 1 other
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Table 2 – Goals Summary

## Goal Descriptions

Sort Order	Goal Name	Goal Description
1	Support the Development of Decent Housing	Support the development of decent and affordable housing by rehabilitating the existing housing stock for low- and moderate-income households
2	Create Sustainable Neighborhoods	Enhance public facilities and infrastructure through improvements throughout Redondo Beach
3	Provide Vital Public Services	Provide funding for public service programs, specifically for seniors, individuals experiencing homelessness, and victims of domestic violence
4	Expand Affordable Housing Opportunities	Support and explore affordable housing opportunities to promote economic and housing stabilities for low- and moderate-income residents
5	Planning and Administration	Support program administration and planning costs
6	Create Economic Opportunities	Provide funding for programs that create economic opportunities for businesses and those looking to expand their business operations
7	Pre-Disaster Preparedness and Mitigation	Prepare for disaster response and recovery to ensure the wellbeing of all Redondo Beach residents

## **Projects**

### **AP-35 Projects – 91.220(d)**

#### **Introduction**

In FY 2025-2026, the City of Redondo Beach will utilize CDBG funds to address its priority housing and community needs by undertaking the activities listed below. These activities are consistent with the needs and goals identified in the 2025-2030 Consolidated Plan. The Project Information Table provides a brief description and proposed funding for each funded activity.

#### **Projects**

#	Project Name
1	Housing Improvement Program
2	Public Improvements
3	Planning and Administration
4	Project: NEEDs
5	Disability Community Resource Center
6	1736 Family Crisis Center
7	Harbor Interfaith Services
8	Venice Family Clinic
9	Housing Rights Center

Table 3 – Project Information

#### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The City has allocated CDBG funds to prioritize the special needs population as they are more likely to become homeless due to limited income and other issues that require supportive services. Obstacles include the ever-increasing need for additional funding to provide quality service and the public service cap of 15 percent of the total entitlement grant. Although these obstacles exist, the City coordinates with its partners to ensure goals are established in correspondence to the grant funded amount while taking into consideration the current economy.



## **AP-38 Project Summary**

### **Project Summary Information**

1	<b>Project Name</b>	<b>Housing Improvement Program</b>
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Support the Development of Decent Housing
	<b>Needs Addressed</b>	Decent Housing; Preserve and improve the existing housing stock
	<b>Funding</b>	\$40,000
	<b>Description</b>	Provide \$7,500 grants to homeowners through the Mobility Access/Emergency Repair Program
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	5 households
	<b>Location Description</b>	Homes of eligible applicants citywide
2	<b>Planned Activities</b>	To provide grants to homeowners for through the Mobility Access/Emergency Repair Program
	<b>Project Name</b>	<b>Public Improvements</b>
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Create Sustainable Neighborhoods
	<b>Needs Addressed</b>	Community/Public Facilities; Public Improvements
	<b>Funding</b>	\$152,147
	<b>Description</b>	Provide community/public facility improvements
	<b>Target Date</b>	6/30/2026

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1 public improvement
	<b>Location Description</b>	Eligible Census Tract and Block Group
	<b>Planned Activities</b>	Provide community/public facility improvements
3	<b>Project Name</b>	<b>Planning and Administration</b>
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Planning and Administration
	<b>Needs Addressed</b>	Decent Housing; Preserve and improve the existing housing stock Affordable Housing; Create new affordable housing Public Services; Equal access to housing Public Services; Homelessness housing and support Public Services; Assist special needs residents Public Services; Health and dental services Community/Public Facilities Improvements Expand Economic Opportunities
	<b>Funding</b>	\$47,121
	<b>Description</b>	Administration of CDBG Program
	<b>Target Date</b>	6/30/26
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	1922 Artesia Blvd., Redondo Beach, CA 90278

4	<b>Planned Activities</b>	Administration of CDBG Program
	<b>Project Name</b>	<b>Project: NEEDs</b>
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Provide Vital Public Services
	<b>Needs Addressed</b>	Public Services; Homelessness housing and support
	<b>Funding</b>	\$10,864
	<b>Description</b>	Provides two programs to assist unsheltered individuals: 1) Tuesday hot meals; 2) Food Pantry twice a week
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	90 individuals experiencing homelessness
	<b>Location Description</b>	2600 Nelson Ave., Redondo Beach, CA 90278
5	<b>Planned Activities</b>	Provide two programs to assist unsheltered individuals: 1) Tuesday hot meals; 2) Food Pantry twice a week
	<b>Project Name</b>	<b>Disability Community Resource Center</b>
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Provide Vital Public Services
	<b>Needs Addressed</b>	Public Services; Assist special needs residents
	<b>Funding</b>	\$7,538
	<b>Description</b>	Provide training and support to low-income senior residents and persons with disabilities to promote capability for independent living

	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	8 seniors and individuals with disabilities
	<b>Location Description</b>	12901 Venice Blvd., Los Angeles, CA 90066
	<b>Planned Activities</b>	Provide training and support to low-income senior residents and persons with disabilities to promote capability for independent living
6	<b>Project Name</b>	<b>1736 Family Crisis Center</b>
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Provide Vital Public Services
	<b>Needs Addressed</b>	Public Services; Homelessness housing and support
	<b>Funding</b>	\$10,864
	<b>Description</b>	Provide counseling and case management for victims of domestic violence and their children who may be in jeopardy of becoming homeless due to domestic violence
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	90 households
	<b>Location Description</b>	2116 Arlington Ave., Suite 200, Los Angeles, CA 90018

	<b>Planned Activities</b>	Provide counseling and case management for victims of domestic violence and their children who may be in jeopardy of becoming homeless due to domestic violence
7	<b>Project Name</b>	<b>Harbor Interfaith Services</b>
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Provide Vital Public services
	<b>Needs Addressed</b>	Public Services; Homelessness Housing and Support
	<b>Funding</b>	\$7,537
	<b>Description</b>	Provide temporary housing for individuals experiencing homelessness and case management support through the Pallet Shelter Program
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	8 individuals
	<b>Location Description</b>	1521 Kingsdale Ave., Redondo Beach, CA 90278
	<b>Planned Activities</b>	Provide temporary housing for individuals experiencing homelessness and case management support through the Pallet Shelter Program
8	<b>Project Name</b>	<b>Venice Family Clinic</b>
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Provide Vital Public Services
	<b>Needs Addressed</b>	Public Services; Health and Dental Services
	<b>Funding</b>	\$7,538

	<b>Description</b>	Assist individuals cope with the impact of trauma and stress on health or well-being. Services include therapy, parenting, crisis interventions, safety planning and domestic violence counseling, referrals, substance use therapy, and Medication-Assisted Treatment through the Behavioral Health Program
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	25 individuals
	<b>Location Description</b>	2114 Artesia Blvd., Suite 111, Redondo Beach, CA 90278
	<b>Planned Activities</b>	Assist individuals cope with the impact of trauma and stress on health or well-being. Services include therapy, parenting, crisis interventions, safety planning and domestic violence counseling, referrals, substance use therapy, and Medication-Assisted Treatment through the Behavioral Health Program
9	<b>Project Name</b>	<b>Housing Rights Center</b>
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Planning and Administration
	<b>Needs Addressed</b>	Public Services; Equal access to housing
	<b>Funding</b>	\$12,000
	<b>Description</b>	Provide tenant-landlord counseling and investigation of discriminatory housing complaints and hold educational workshops/flyering
	<b>Target Date</b>	6/30/2026

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	100 households
	<b>Location Description</b>	3255 Wilshire Blvd., Los Angeles, CA 90016
	<b>Planned Activities</b>	Provide tenant-landlord counseling and investigation of discriminatory housing complaints and hold educational workshops/flyering



## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

In 2014, the City of Redondo Beach was identified as an Exception Grantee, where the City did not have racially or ethnically concentrated areas of poverty (R/ECAP). During the first year of the 2020-2025 ConPlan, the City identified the exception threshold of 33.33 percent. This percentage identified the minimum percentage of low- and moderate-income residents must reside in the serviced area to have an eligible area-benefited activity with CDBG funds.

### **Geographic Distribution**

Target Area	Percentage of Funds
Citywide	100

Table 4 - Geographic Distribution

### **Rationale for the priorities for allocating investments geographically**

Because the City was identified as an Exception Grantee, the City will not target select census tracts or neighborhoods for CDBG programming. Instead, the City will allocate CDBG funds throughout Redondo Beach and ensure each activity service eligible low- and moderate-income residents.

### **Discussion**

The City of Redondo Beach does not plan to target specific neighborhoods or census tracts for CDBG activities but will provide CDBG programming for all residents throughout the city. Instead, the use of CDBG funds has been prioritized based on needs identified through community outreach and data analysis completed for the 2025-2030 Consolidated Plan. The City will ensure all CDBG funds are spent in compliance with HUD regulations and dedicated for low- and moderate-income residents in Redondo Beach.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

The City of Redondo Beach faces barriers to affordable housing similarly to surrounding jurisdictions within Los Angeles County. According to the City's adopted Analysis of Impediments to Fair Housing Choice (AI), the priorities to affordable housing are listed below:

- Support the Costs Associated with Housing
- Support the Cost of Housing for LMI and Special Needs Populations
- Support the Prevention of Housing Discrimination
- Promote and Develop Affordable Housing
- Support Homeownership

For FY 2025-2026, the City will address affordable housing with the following goals to implement the AI:

One Year Goals for the Number of Households to be Supported	
Homeless	188
Non-Homeless	125
Special-Needs	8
<b>Total</b>	<b>321</b>

Table 5 – One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	598
The Production of New Units	0
Rehab of Existing Units	5
Acquisition of Existing Units	0
<b>Total</b>	<b>604</b>

Table 6 – One Year Goals for Affordable Housing by Support Type

#### Discussion

The City will assist households, in correlation with the AI and ConPlan, with CDBG funds. For the number of households to be supported, the City will partner with Project: NEEDs, 1736 Family Crisis Center and Harbor Interfaith Services to provide assistance for individuals experiencing homelessness. For non-homeless households, the City will collaborate with Venice Family Clinic to provide services. Lastly, for special-needs households, the City will partner with Disability Community Resource Center to support seniors and individuals with disabilities.

For the number of households to be supported through support type, the City will work with the Redondo Beach Housing Authority to assist 598 households through rental assistance and assist 5 households through rehabilitation of the existing unit through the MA/ER Program.

Although the City of Redondo Beach will not produce new housing units or acquire existing units, the City prioritizes and aims to support households in obtaining affordable housing by preserving the current housing stock, providing rental assistance, and partnering with public service agencies who target homelessness prevention.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The City of Redondo Beach does not own or manage public housing units.

### **Actions planned during the next year to address the needs to public housing**

N/A

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

While the City of Redondo Beach does not own or manage public housing units, collaboration with the Redondo Beach Housing Authority (Housing Authority) is strong and ongoing. The relationship between the City and the Housing Authority helps to ensure that affordable housing is provided for residents. Based on the certifications submitted and 24 CFR 984.105(c)(1)(ii), HUD has granted the Housing Authority a full exception to maintain a Family Self-Sufficiency (FSS) Program. Per 24 CFR 984.105(e), the Housing Authority will continue to uphold its exception for five years, until February 7, 2028. However, the Housing Authority will continue to operate the FSS program until the two remaining families have completed the requirements and fulfilled the obligations under the Contract of Participation (CoP).

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

The Housing Authority is designated as a High-Performer and not designated as a troubled agency.

### **Discussion**

The Redondo Beach Housing Authority is designated as a High Performer Public Housing Authority and scored 96 percent for SEMAP. The Housing Authority provides support to 598 households through Housing Choice Vouchers and will continue to support residents in search of housing.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

During the 2025-2030 Consolidated Plan planning process, the City identified the following priority needs:

- Support the development of decent and affordable housing
- Provide services for the vulnerable population
- Create new affordable housing
- Provide housing and supportive services for people experiencing homelessness
- Assist with rental costs
- Support fair housing activities
- Provide public improvements

In order to combat homelessness, the City launched its Enhanced Response to Homelessness Program in June 2019 to conduct outreach and partner with individuals for case managers to provide needed services to unsheltered individuals. In 2024, the City achieved “functional zero”, where more individuals were placed in housing than became homeless during the first six months of the respective year.

In order to continue the City’s response to homelessness, staff ensured outreach in order to build trust with unsheltered individuals for case managers to provide vital services. Then, the City developed their first outdoor Homeless Court in Los Angeles County, where they work with the justice system to provide needed services to unhoused individuals and enable them to obtain permanent housing in an efficient manner.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

The City is partnering with various departments, such as Community Services and City Attorney’s Office, to reduce and ultimately end homelessness for all individuals residing in Redondo Beach.

With CDBG funds, the City aims to provide hot meals and food pantry services to 90 individuals experiencing homelessness through collaboration with

Project: NEEDs. The City will partner with 1726 Family Crisis Center to provide shelter and case management to 90 victims of domestic violence and their children. The City will also work with Harbor Interfaith Services to provide temporary shelter and case management to 8 individuals experiencing homelessness through the Pallet Shelter Program.

The City understands homelessness not only affects the experiencing individuals but also the community as a whole. Thus, the City partnered with Century Housing, an affordable housing developer, for the development of Moonstone and leveraged General Funds and local county funds. This project converted 20 units at the Pacific Inn Motel into permanent supportive housing. The City plans on utilizing Moonstone for individuals who are transitioning out of the Pallet Shelter Program.

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Through the Enhanced Response to Homelessness Program, the City Council passed a policy to proactively address homelessness, which includes partnerships with PATH, HIS, and the Department of Mental Health. These organizations work with the Redondo Beach Police Department and other city departments to provide outreach and needed services to unhoused individuals. The City conducted outreach to better understand the community and how to provide efficient services. Through the outreach, the City identified three overarching categories of homeless:

- Individuals with chronic mental illness;
- Individuals with drug additions; and
- Habitual offenders who experience homelessness committing small crimes.

Additionally, the Los Angeles Continuum of Care (CoC) coordinates the Greater Los Angeles Homeless Count, a homeless count, as well as a Shelter/Housing Inventory Count (HIC). The Point-In-Time (PIT) count is a snapshot of the number of people experiencing homelessness on a single night and conducted by local agencies across the U.S. to gather data on unhoused individuals and inform policy decisions regarding housing and supportive services. Los Angeles Housing Service Authority (LAHSA) is the Los Angeles CoC and conducted the

2024 PIT Count during the week of January 22, 2024. The PIT Count registered a total of 20 individuals who are sheltered in temporary shelters, while 18 individuals are unsheltered and not in a dwelling. Additionally, 14 individuals were living in cars, 26 in vans, 7 in RVs, and 7 in tents.

The City will continue recommending individuals experiencing homelessness to utilize LA-HOP, an online tool used to identify what appropriate services are available. Through LA-HOP, an outreach coordinator is assigned to act as an agent and contact the appropriate team for the requested services. The goal of LA-HOP is to reduce response times for unhoused individuals.

Lastly, the City will continue their partnership with PATH, Harbor Interfaith Services, 1726 Family Crisis Center, Project: NEEDs, City Police Department, city Planning Department, and the Department of Mental Health to continue providing outreach and services to those experiencing homelessness.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City aims to provide a variety of homeless housing facilities and services to assist the different needs of individuals experiencing homelessness. Efforts include:

#### Emergency Shelter

608 beds serving individuals and families with children

#### Transitional Housing

605 beds serving individuals and families with children

#### Safe Haven

50 beds serving single men and women 18 years and over

#### Pallet Shelter Program

15 to 20 beds for temporary housing

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and**

**unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Below is a summary of programs in the area that serve chronically homeless individuals, families with children, veterans and their families, and unaccompanied youth to transition to permanent housing and independent living.

South Bay Coalition to End Homelessness – This agency is the lead homelessness collaborative in the Los Angeles Continuum of Care, located in SPA 8, provides referral and guides to an extensive range of homeless and related service programs in the area.

Homeless Family Solutions System – This program is a network of family homeless service providers who address the needs of homeless families or those at imminent risk of losing their housing. It works cooperatively with system partners to help families complete housing and service plans.

First 5 LA Supportive Housing Program (First 5 LA) – This program is a needs-based assistance program aimed at serving homeless or at-risk families with children from birth to age 5, some with current or past involvement with the Department of Children and Family Services.

Supportive Services for Veteran Families (SSVF) – This program is a community-based, competitive grant program that rapidly re-houses homeless veteran families and prevents homelessness for those at imminent risk due to a housing crisis. The program's objective is to achieve housing stability through a short-term, focused intervention.

HUD-VASH Vouchers (VASH) – The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines Housing Choice Voucher (HCV) rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA).



Unaccompanied Youth – There are several programs to serve this target group, including 1736 Emergency Youth Shelter, Hathaway-Sycamore: Independent Living Program, Divinity Prophet: Independent Living Program, and Richstone: THP and Transitional Living.

Moving Assistance (MA) – The MA Program helps CalWORKs Welfare-to-Work (WtW) families who are homeless or at risk of becoming homeless due to a financial crisis resulting from circumstances out of the family's control.

Emergency Assistance to Prevent Eviction (EAPE) – The EAPE Program helps CalWORKs Welfare-to-Work (WtW) families who are behind in rent and/or utility bills due to a financial crisis which could lead to an eviction and homelessness.

Homeless Assistance (HA) – The CalWORKs HA Program provides Temporary HA and Permanent HA. Temporary HA provides temporary shelter payments to homeless families while they are looking for permanent housing.

Redondo Beach Homeless Task Force – The City established their own homeless task force to introduce policies, partnerships, and strategies to address homelessness.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

There are several programs offered in SPA 8 that target different client groups to help avoid becoming homeless. A brief description of each program is provided below. Additionally, there is a federal program serving veterans and their families in the effort to end veteran homelessness.

Coordinated Entry System (CES) – The CES is a framework that unites regional providers working collaboratively to house chronically homeless individuals. Using a common assessment tool, individuals are prioritized into the most appropriate housing based on their needs. The CES also coordinates county

and federal resources from agencies such as the Department of Mental Health, the Department of Health Services, housing authorities, and the Department of Veterans Affairs.

Homeless Family Solutions System – This program is a network of family homeless service providers who address the needs of homeless families or those at imminent risk of losing their housing. It works cooperatively with system partners to help families complete housing and service plans.

First 5 LA Supportive Housing Program (First 5 LA) – This program is a needs-based assistance program aimed at serving homeless or at-risk families with children from birth to age 5, some with current or past involvement with the Department of Children and Family Services.

Supportive Services for Veteran Families (SSVF) – This program is a community-based, competitive grant program that rapidly re-houses homeless veteran families and prevents homelessness for those at imminent risk due to a housing crisis. The program's objective is to achieve housing stability through a short-term, focused intervention.

HUD-VASH Vouchers (VASH) – The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines Housing Choice Voucher (HCV) rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA).

Moving Assistance (MA) – The MA Program helps CalWORKs Welfare-to-Work (WtW) families who are homeless or at risk of becoming homeless due to a financial crisis resulting from circumstances out of the family's control.

Emergency Assistance to Prevent Eviction (EAPE) – The EAPE Program helps CalWORKs Welfare-to-Work (WtW) families who are behind in rent and/or utility bills due to a financial crisis which could lead to an eviction and homelessness.

Homeless Assistance (HA) – The CalWORKs HA Program provides Temporary HA and Permanent HA. Temporary HA provides temporary shelter payments to homeless families while they are looking for permanent housing.

Redondo Beach Homeless Task Force – The City established their own homeless task force to introduce policies, partnerships, and strategies to address homelessness.

## **Discussion**

The City of Redondo Beach has made great strides in reducing and ultimately ending homelessness in the community. The City will continue to prioritize addressing homelessness and providing decent housing for all.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction**

Through the Analysis of Impediments to Fair Housing Choice (AI), the City identified the following contributing factors to affordable housing based on community engagement and data analysis:

- High cost of housing (rental and homeownership)
- Low support or assistance from financial institutions
- Lack of innovative programs to increase LMI homeownership
- High cost of development
- Substandard housing and overcrowding
- Lack of fair housing education and regulation
- Limited opportunities for affordable senior housing, including those entering the senior age group
- Lack of outreach regarding affordable housing opportunities
- Stigmas surrounding affordable housing development and unsheltered individuals

Thus, City staff identified the following goals and actions to address these factors:

- Support the Costs Associated with Housing
- Support the Costs of Housing for LMI and Special Needs Populations
- Support the Prevention of Housing Discrimination
- Promote the Development of Affordable Housing
- Support Homeownership

Additionally, the Community Development Department created the 2021-2029 Housing Element. The Housing Element was adopted by City Council and identified current and planned housing developments to meet the State of California's Regional Housing Needs Allocation (RHNA). The following projects were listed:

- South Bay Galleria Project – This redevelopment project has been entitled for the development of 300 units, including 30 very low-income

units.

- Legado Mixed Use Project – This mixed-use project consists of 115 units and 22,000 square feet of retail and restaurant space.
- Alcast Foundry – This redevelopment project has been entitled for the development of 36 townhomes.
- The Moonstone (Project Homekey) – This redevelopment project saw the conversion of a motel to 20 units of permanent supportive housing.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The 2021-2029 Housing Element defined strategies and programs that focus on:

- Conserving and improving existing affordable housing;
- Providing adequate housing sites;
- Assisting in the development of affordable housing;
- Removing governmental and other constraints to housing development; and
- Promoting equal housing opportunities.

The Housing Element also identified potential ordinances and site strategies for zoning updates to promote the development of affordable housing:

- Mixed-Use Development – The City identified nine underutilized properties that can be redeveloped for mixed-use development.
- Residential Overlay – The City identified six areas for potential housing opportunities: North Kingsdale, North Tech District, 190th Street, Industrial Flex – South of Transit Center, South Bay Marketplace – South of Galleria, and FedEx Area.
- Anticipated Accessory Dwelling Units (ADUs) – There has been a steady

increase in ADUs in the community. The City expects an average of 30 ADUs annually for the next eight years.

- Residential Recycling – Vacant parcels or potential sites where existing uses were not residential have been identified to be “recycled” into higher densities. A total of 826 parcels met the criteria listed in the 2021-2029 Housing Element.
- Housing on Church Properties – The City identified four churches along Broadway that can be used to provide affordable housing on site and receive parking relief to facilitate development.

The City will also be updating its Zoning Ordinance to implement the new General Plan. As part of the Zoning Ordinance update, the following ordinances will be addressed:

- AB 1763 – Density bonus for 100 percent affordable housing
- SB 1227 – Density bonus for student housing
- AB 2345 – Increase maximum allowable density
- SB 2, SB 745, and AB 2162 – Define transitional and supportive housing pursuant to California Government Code Sections 65582(f), (g), and (h); and permanent supportive housing up to 50 units are permitted by right where multi-family and mixed-use developments are permitted
- AB 139 – Amend zoning provisions for emergency shelters
- AB 101 – Establish provisions for Low Barrier Navigation Centers (LBNC)
- SB 35 – Establish a streamlined ministerial review process for multi-family residential projects
- Single Room Occupancy (SRO) Housing – Address the provisions of SRO units as a conditionally permitted use in the C-4 zone
- Employee Housing – Address the provision of employee housing for six or fewer employees as a regular residential use
- Reasonable Accommodation – Provide formal process for providing reasonable accommodation to persons with disabilities
- Definition of Family – Amend the Ordinance to remove the definition or

adopt an inclusive definition that complies with State and Federal fair housing laws

- Parking Requirements – Address parking requirements and amend parking burden on multi-family residential development
- Unlicensed Group Homes – Assess types of housing that may fall into this category and the provision of group homes that are not required to be licensed
- Conditional Use Permit – Raise threshold of administrative review and utilize a development review process that focuses on site plan and design reviews by the Planning Commissions for up to 15 units

## **Discussion**

The City plans to mitigate any potential governmental constraints as it relates to housing production and affordability by reviewing and adjusting appropriate residential development standards, regulations, ordinances, processing procedures and residential fees, particularly for developments for low- and moderate-income residents.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction**

#### **Actions planned to address obstacles to meeting underserved needs**

Through the 5-Year Consolidated Planning process, the City identified the following groups who often face challenges with income and housing:

- Elderly households
- Persons with disabilities and developmental disabilities
- Large households
- Single-parent households
- Unsheltered individuals

In order to address obstacles to meeting underserved needs, the City will partner with a variety of public service agencies that aid with both housing and supportive services.

The City plans to work with St. Paul's Methodist Church – Project: NEEDs to provide hot meals and food pantry for individuals experiencing homelessness.

The City intends to fund Disability Community Resource Center to provide independent living skills, training, and referrals for housing.

The City will continue their partnership with 1736 Family Crisis Center to provide housing for victims of domestic violence and their children that are experiencing homelessness or at-risk of becoming homeless.

The City will collaborate with Harbor Interfaith Services to fund the Pallet Shelter Program, which provides temporary shelter for individuals experiencing homelessness.

Lastly, the City intends to work with Venice Family Clinic to provide services through their Behavioral Health Program to assist individuals with trauma and foster their wellbeing.

#### **Actions planned to foster and maintain affordable housing**



The City intends to foster and maintain affordable housing for residents in Redondo Beach by funding the Mobility Access/Emergency Repair (MA/ER) Program. This Program provides a \$7,500 grant to eligible homeowners for mobility access or emergency repairs. Through the Redondo Beach Housing Authority, the City will continue providing Housing Choice Vouchers to prevent homelessness and provide affordable housing for low- and moderate-income households. Lastly, the City will monitor these residential sites inventory to ensure there is no net loss in housing units and continue promoting the development of affordable housing.

### **Actions planned to reduce lead-based paint hazards**

Per 24 CFR 35 of HUD regulations, the City implements Lead-Safe Housing through its Mobility Access/Emergency Repair Program. The City has and will continue to take actions necessary to identify and reduce lead-based paint hazards in Redondo Beach homes. Before work starts for eligible MA/ER Program applicants, the age of the house will be reviewed to accurately assess the presence of lead-based paint. The City will contract certified Lead-Based Paint Inspectors and/or Risk Assessors to test for lead-based paint, to perform risk assessments on lead-based paint positive houses, and to remove and/or abate lead-based paint. The MA/ER Program provides grants up to \$7,500 for mobility access and emergency repairs, in which impacts of lead-based paint are minimal. City Staff ensures all lead-based paint program requirements are followed as the scope of work is determined.

### **Actions planned to reduce the number of poverty-level families**

The Housing Authority will continue to operate its Family Self-Sufficiency Program for the remaining two families until they have completed the requirements and fulfilled all of their obligations under the Contract of Participation (CoP).

### **Actions planned to develop institutional structure**

The Community Services Department is responsible for direct oversight and administration of CDBG funds but also understands the importance of partnership to carry out housing and community development programs.

Thus, the Community Services Department will partner with the following departments and agencies:

- Community Development Department
- Public Works Department
- City Attorney's Office
- Redondo Beach Housing Authority
- Non-profit public service agencies
- Independent Contractors

Lastly, the City will review and implement changes to the Zoning Ordinance for the following codes:

- AB 1763 – Density bonus for 100 percent affordable housing
- SB 1227 – Density bonus for student housing
- AB 2345 – Increase maximum allowable density
- SB 2, SB 745, and AB 2162 – Define transitional and supportive housing pursuant to California Government Code Sections 65582(f), (g), and (h); and permanent supportive housing up to 50 units are permitted by right where multi-family and mixed-use developments are permitted
- AB 139 – Amend zoning provisions for emergency shelters
- AB 101 – Establish provisions for Low Barrier Navigation Centers (LBNC)
- SB 35 – Establish a streamlined ministerial review process for multi-family residential projects
- Single Room Occupancy (SRO) Housing – Address the provisions of SRO units as a conditionally permitted use in the C-4 zone
- Employee Housing – Address the provision of employee housing for six or fewer employees as a regular residential use
- Reasonable Accommodation – Provide formal process for providing reasonable accommodation to persons with disabilities
- Definition of Family – Amend the Ordinance to remove the definition or adopt an inclusive definition that complies with State and Federal fair housing laws
- Parking Requirements – Address parking requirements and amend

parking burden on multi-family residential development

- Unlicensed Group Homes – Assess types of housing that may fall into this category and the provision of group homes that are not required to be licensed
- Conditional Use Permit – Raise threshold of administrative review and utilize a development review process that focuses on site plan and design reviews by the Planning Commissions for up to 15 units

In all, the City of Redondo Beach is prepared to address and develop an institutional structure to promote the development of affordable housing.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

Through the City's Enhanced Response to Homelessness Program, the City created the Homeless Court. This provides a venue for addressing court cases related to those experiencing homelessness and to reduce the burden of transportation access to defendants. This Program also provides access to services from PATH and Harbor Interfaith Services, in which cases may be diverted or dismissed should the defendant participate. It also provides access to bridge housing through the Pallet Shelter Program. The City coordinates with various social service agencies as well as public agencies to ensure individuals receive specialized resources and assistance.

The City plans to work with affordable housing developers to acquire property and develop affordable housing for low- and moderate-income residents and the special needs population, such as the planned South Bay Galleria Project.

Lastly, the City plans to sign a contract with the Housing Rights Center to educate the public about fair housing laws and to investigate reported cases of housing discrimination.

### **Discussion**

The City of Redondo Beach looks forward to maintaining existing relationships and fostering new partnerships to leverage federal funds received. The City has identified its goals and priorities for its community and has allocated federal

funds to assist and serve its residents. Lastly, the City is excited to continue serving all residents of Redondo Beach.

## **Program Specific Requirements**

### **AP-90 Program Specific Requirements – 91.220(I)(1,2,4)**

#### **Introduction**

#### **Community Development Block Grant Program (CDBG)** **Reference 24 CFR 91.220(I)(1)**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed
  2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan
  3. The amount of surplus funds from urban renewal settlements
  4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.
  5. The amount of income from float-funded activities
- Total Program Income

#### **Other CDBG Requirements**

1. The amount of urgent need activities
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit – A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.

## Appendix – Alternate/Local Data Sources

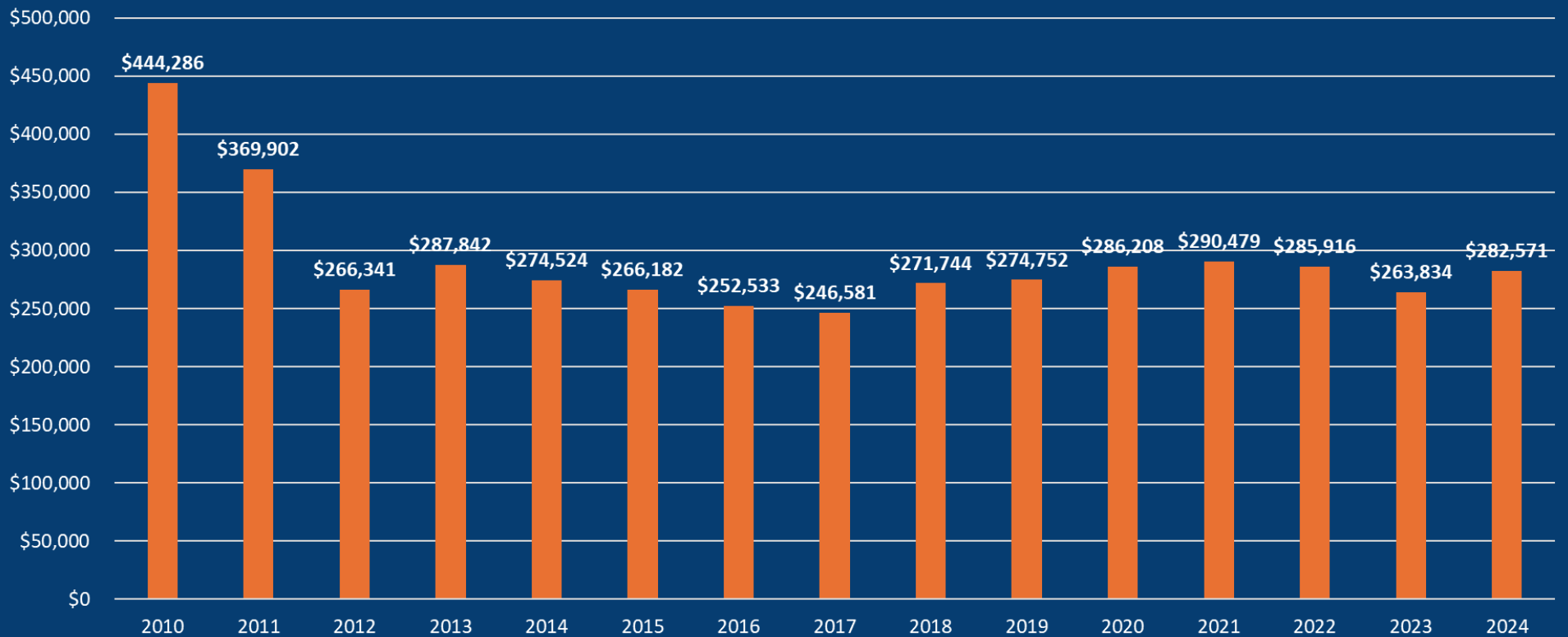
<b>1</b>	<b>Data Source Name</b> Community Needs Survey
	<b>List the name of the organization or individual who originated the data set.</b> City of Redondo Beach
	<b>Provide a brief summary of the data set.</b> A community and stakeholder survey were designed to receive feedback on various needs for community programs and facilities, quality of life improvements, homelessness needs, housing discrimination, and barriers to housing access. The Survey was made available in both English and Spanish. The City received a total of 122 responses.
	<b>What was the purpose for developing this data set?</b> The purpose of the survey was to help the City prepare its 5-Year Consolidated Plan and provide opportunity for community input to assist the City in setting its future goals and programs to better serve the community.
	<b>Provide the year (and optionally month, or month and day) for when the data was collected.</b> June 3, 2024, through November 6, 2024
	<b>Briefly describe the methodology for the data collection.</b> A total of 11 questions were asked to determine participants' priority of needs for the City. The Survey was made available from June 3, 2024 to September 3, 2024. Information about the Survey was disseminated on the City's dedicated CDBG webpage, and at seven (7) City facilities throughout Redondo Beach. Staff also engaged respondents through City social media pages, such as Instagram and Facebook.
	<b>Describe the total population from which the sample was taken.</b> A total of 122 respondents participated in the survey. The City received 0 responses in Spanish, and 122 responses in English.
	<b>Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.</b> A total of 122 respondents participated in the survey. 98% of respondents predominantly spoke English at home. 50% were homeowners in Redondo Beach. 53% live and/or worked in Redondo Beach for over 10 years. Majority of respondents did not believe Redondo Beach was vulnerable to natural disasters and/or flooding. 36% of respondents specified areas that are vulnerable to natural disasters.

<b>2</b>	<b>Data Source Name</b> Administrative Data Sets
	<b>List the name of the organization or individual who originated the data set.</b> City of Redondo Beach
	<b>Provide a brief summary of the data set.</b> <p>The data set examine demographics, housing, economy, public policies, community needs, and special population to help identify and address the housing and community development needs.</p> <p>Decennial Census 2000, 2010, and 2020, U.S. Census Bureau.</p> <p>American Community Survey (ACS) 2016–2020 5–Year Estimates and 2022 1–Year Estimates</p> <p>U.S. Department of Housing and Urban Development (HUD)</p> <p>Point-in-Time Count 2023, Los Angeles Homeless Services Authority (LAHSA).</p> <p>Community Reinvestment Act (CRA) Rating Search, Federal Financial Institutions Examinations Council (FFIEC)</p> <p>Comprehensive Housing Affordability Strategy (CHAS) 2016–2020 5–Year Estimates.</p> <p>Brown University (Diversity and Disparities: Residential Segregation)</p> <p>Home Mortgage Disclosure Act (HMDA) Data Browser 2022, Federal Financial Institutions Examination Council (FFIEC).</p> <p>Uniform Crime Reporting (UCR) Program 2019, Federal Bureau of Investigation (FBI).</p> <p>City of Redondo Beach:</p> <ul style="list-style-type: none"> <li>-Proposed Five–Year Capital Improvement Program 2024–2029</li> <li>-Local Hazard Mitigation Plan 2020</li> <li>-Community and Stakeholder Surveys</li> <li>-Community meetings</li> <li>-Stakeholder Interviews</li> <li>-Redondo Beach Housing Authority</li> </ul>
	<b>What was the purpose for developing this data set?</b> <p>The purpose of developing this data set is to support the City of Redondo Beach’s commitment to meeting the housing and community’s needs, while also adhering to state, federal and local jurisdiction laws.</p>

	<p><b>How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?</b></p> <p>The administrative data collection is comprehensive, covering various aspects of housing and community characteristics in Redondo Beach. The primary focus is on the City's constituent and includes demographic data, housing conditions, public policies, lending practices, and community participation. Additionally, the data address specific populations, including low-income households, seniors, individuals with disabilities, and homeless individuals. Data was gathered through various methods, including desk admin data collections, community meetings, surveys, social media, emails, stakeholder interviews, and public reviews, ensuring a wide range of perspectives.</p> <p><b>What time period (provide the year, and optionally month, or month and day) is covered by this data set?</b></p> <p>o The dataset will be used for the Consolidated Plan period from 2025 to 2030. Data includes historical data from previous years as listed in the brief summary of the data set.</p> <ul style="list-style-type: none"> <li>-Community and Stakeholder Surveys: June 3, 2024 – November 15, 2024C</li> <li>-Community Meetings in June and October of 2024</li> </ul> <p><b>What is the status of the data set (complete, in progress, or planned)?</b></p> <p>The status of the data set is complete</p>
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# History of CDBG Funding (2010 to 2024)





# Administrative Report

O.1., File # 25-0970

Meeting Date: 7/15/2025

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

## **TITLE**

DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF AN AGREEMENT WITH GRIFFIN STRUCTURES, INC TO SERVE AS THE CITY'S OWNER'S REPRESENTATIVE AND PROGRAM MANAGER FOR THE IMPLEMENTATION OF MEASURE FP, THE CITY'S PUBLIC SAFETY GENERAL OBLIGATION BOND MEASURE, TO PERFORM THE INITIAL STRATEGIC PLANNING PHASE AND TO DEVELOP A SCOPE OF WORK FOR FUTURE PROJECT PHASES FOR AN AMOUNT NOT TO EXCEED \$150,000

## **EXECUTIVE SUMMARY**

On November 5, 2024, Redondo Beach voters approved Measure FP, authorizing the City to issue up to \$93,350,000 in general obligation (GO) bonds to fund the replacement and rehabilitation of the City's Police and Fire facilities. The results of the election were certified on December 10, 2024, with 71.41% of residents voting in favor of the ballot measure.

On December 17, 2024, City staff provided a report to the Council on the next steps to begin implementing Measure FP in a timely and transparent manner. On February 27, 2025, the City issued Request for Proposals (RFP) No. 2425-004 for "Owner's Representative and Program Management Services for City Bond Measure (FP) Project Implementation to Reconstruct Fire Stations 1 & 2 and the City's Main Police Station and to Renovate the Police Annex Facility."

The City received 11 proposals, and an internal evaluation committee comprised of staff from the City Manager's Office and the Fire, Police, and Public Works Departments selected the four highest-rated firms to participate in an in-person panel/oral interview process during the week of May 12, 2025.

Ultimately, Griffin Structures, Inc. (Griffin) obtained the highest score in the evaluation process based on the firm's proposed approach and work plan, prior experience with project delivery for public safety facilities, and seasoned project team that has been active in the Southern California community for over four decades.

## **BACKGROUND**

An owner's representative is critical to the success of large-scale capital projects, as they perform a range of services at every stage - from inception, planning and design to construction, completion, and closeout - while working to protect the owner's goals, objectives, and interests.

As the owner's advocate, they serve as a central point of contact to facilitate communication and

collaboration among all stakeholders, including architects, engineers, contractors, subcontractors, testing agencies, utility providers, financial institutions, equipment vendors, and other professionals. Engaging the services of an owner's representatives is also a means to manage and mitigate the risks inherent to complex projects to ensure they are delivered on time and within budget.

The first step in working with an owner's representative is the Strategic Planning Phase, which lays the groundwork and provides a structured framework for defining the overarching project vision, establishing roles and responsibilities of the project team and all stakeholders, creating key project parameters, priorities and procedures, establishing a decision-making process, and working with the City to create a project charter, roadmap, and work plan.

In order to select a qualified firm, the City issued an RFP on February 27, 2025 for Owner's Representative and Program Management Services to implement the projects associated with Measure FP. The City received a total of 11 proposals from (in alphabetical order): Accenture, Athenian Group, Cumming Management Group, Griffin Structures, H.W. Lochner, MOCA Systems, PSOMAS, Rider Levett Bucknall, STV Construction, Transtech Engineers, and Turner & Townsend Heery.

An evaluation committee comprised of City staff from the Police, Fire, Public Works Departments, as well as the City Manager's Office evaluated the proposals based on the firms' experience with similar projects, demonstrated program management competency in delivering complex construction projects (preferably related to public safety facilities), expertise in various procurement strategies, project/cost/schedule development and controls, ability to deliver exceptional results throughout the full project lifecycle, applicability of references, and proposed cost structure for the Strategic Planning Phase.

The top four firms were invited to an in-person panel interview to discuss a range of questions developed by the City's evaluation committee as well as elaborate on specific areas of interest identified by the committee in their review of the firms' proposals. The invitees were, in alphabetical order: Cumming Management Group, Griffin Structures, MOCA Systems, and PSOMAS. Firms were scored on the depth of their responses, ability to address the unique challenges presented by Measure FP, proposed project team, and overall presentation. Upon completion of the four interviews, Griffin was awarded the highest score by the evaluation committee.

At this time, staff is proposing that the City enter into an Agreement with Griffin for a not to exceed amount of \$150,000 to complete the Strategic Planning Phase of Measure FP implementation. If approved, City staff from across the organization will work with Griffin to select the project delivery method (see Appendix B) that best utilizes the City's available GO Bond funding, mitigates project risks, and maintains continuity of service at the City's essential public safety facilities at Fire Station 1, Fire Station 2, and the Main Police Station as they are replaced and the Police Annex is renovated.

TABLE 1: MEASURE FP: FACILITIES TO BE REPLACED/RENOVATED			
Facility	Dimensions	Zoning	Current Use

<b>Fire Station No. 1</b> <b>401 S. Broadway</b>	Lot Size: 23,500 SF Building Size: 11,500 SF Living Space: 3,000 SF Office/Utility Space: 2,600 SF	Public and Institutional Zone Development Standards: P-CF Community Facility Zone Apparatus Bays: 3	HQ Station for Fire Department Administration & Prevention Bureau
<b>Fire Station No. 2</b> <b>2400 Grant Ave.</b>	Lot Size: 31,000 SF Building Size: 7,800 SF Living Space: 3,600 SF Office/Utility Space: 2,100 SF	Public and Institutional Zone Development Standards: P-CF Community Facility Zone Apparatus Bays: 2	Backup Communications & Emergency Dispatch Center
<b>Main Police Station</b> <b>401 S. Diamond St.</b>	Lot Size: 38,000 SF Building Size: 12,000 SF	Public and Institutional Zone Development Standards: P-CIV Center Zone	Police Administration, Patrol & Management Services & Dispatch / Communications Center
<b>Police Annex 200</b> <b>N. PCH</b>	Lot Size: 20,000 SF Building Size: 11,200 SF	Public and Institutional Zone Development Standards: P-SF School Facility Zone	Police Investigations & Special Operations Divisions

The Strategic Planning Phase will also address key regulatory and environmental considerations, any necessary entitlements or permits that could impact the project schedule, and opportunities to streamline approval processes.

City staff will also work with Griffin to finalize roles, responsibilities, procedures, and other administrative requirements to efficiently plan and execute the projects funded by Measure FP. This includes effective task sequencing, communication planning, document management, process controls, and cost tracking across all divisions of labor. Griffin will help the City develop milestones, analyze project constraints, evaluate potential trade-offs and dependencies, and develop quality assurance measures and key performance indicators.

Appendix C provides an example of deliverables Griffin will develop and provide during the Strategic Planning Phase that will guide implementation throughout future project phases. The proposed Agreement funds only the Strategic Planning Phase of the Project, which is projected to take 16 weeks, with a not to exceed value of \$150,000. The scope of work for subsequent project phases will be developed in the final half of the Strategic Planning Phase. Using this approach, the City can tailor work in future phases based upon the preferred delivery method and estimated timeline that will be developed with Griffin. Any amendment to the Agreement will be presented to Council for consideration at a later date.

The delivery method(s) selected will ultimately drive the procurement strategy, and the construction schedule, with the acknowledgement that time escalates cost so it may be advantageous to prioritize the largest and most expensive parts of the construction first, lock in pricing with early contractor involvement, and improve the City's speed to market.

Following the Strategic Planning Phase, the Pre-Construction Phase will establish a detailed design phase master schedule to formulate, review and approve development and construction documents, perform cost estimating, constructability and value engineering, plan for long lead items, identify suitable temporary spaces, and implement procurement processes to ensure the selection of the most capable designers, engineers, and construction contractors. It is estimated that the design, development, and procurement activities within the Pre-Construction Phase will cost about roughly 15% of the total approved bond amount at roughly \$13 to \$14 million.

There will be multiple implementation strategies to consider, but, assuming the first portion of the Construction Phase includes the reconstruction of one of the two Fire Stations and the Main Police Station, these structures are estimated to require roughly 50% of the total bond amount at \$47 to \$50 million. A second portion of the Construction Phase would then entail reconstruction of the other Fire Station and renovation of the Police Annex, costing an estimated \$30 to \$33 million, or 35% of the total bond amount.

Depending on how the Construction Phase(s) are sequenced, and given the alignment with financial markets and bond issuance, it is anticipated that the projects funded through Measure FP could be completed within anywhere from 51 to 69 months.

Staff recommends approval of the proposed Agreement with Griffin to complete the Strategic Planning Phase of Measure FP implementation, which will establish a strong foundation for the replacement and modernization of the City's key public safety facilities.

### **COORDINATION**

This item was coordinated by the City Manager's Office with the City Treasurer's Office and the Financial Services, Fire, Police, and Public Works Departments. The proposed Agreement was reviewed and approved as to form by the City Attorney's Office.

### **FISCAL IMPACT**

Funding for the proposed Agreement, with a not to exceed total amount of \$150,000, was approved as part of the FY 2025-26 Budget adoption process. Council also approved a Reimbursement Resolution on March 18, 2025, which will allow the City to reimburse eligible project expenses (such as the agreement with Griffin) incurred prior to the City's bond issuance with future bond proceeds.

An agreement or amendment for additional scope beyond the Strategic Planning Phase will be negotiated with Griffin and presented to City Council for consideration at a later date to reflect the preferred project delivery method and estimated construction schedule.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

- Agmt - Griffin Structure, Inc
- Request for Proposals - RFP# 2425-005 Owner's Representative & Program Management Services for City Bond Measure (FP) Project Implementation to Reconstruct Fire Stations 1 & 2, the City's Main Police Station, and to Renovate the Police Annex Facility, dated February 27,

2025

- Appendix A - Proposals Received and Scoring Criteria Construction
- Appendix B - Construction Project Delivery Methods
- Appendix C - Strategic Planning Phase Scope of Services & Work Plan to be Developed
- Insurance - Griffin Structures, Inc.

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

THIS AGREEMENT FOR PROJECT SERVICES ("Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Griffin Structures, Inc., a California Corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City or services required to be performed by City, are set forth in Exhibit "A".
- B. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".
- D. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
- E. California Labor Law Requirements. Consultant shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations, including California Labor Law Requirements as set forth in Exhibit "E".

\* \* \* \* \*

**GENERAL PROVISIONS**

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

Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics, or other materials shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend, and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

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



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

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

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all

authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity Design Professional Services. In connection with its design professional services and to the maximum extent permitted by law, Consultant shall hold harmless and indemnify City, and its officials, officers, and employees (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City.
  - a. Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter)

arising out of or related to the performance of this Agreement, excluding Consultant's design professional services, and to the maximum extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, to the extent that they arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- b. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - c. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
- 15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  - 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  - 17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
    - a. Acknowledgement. Consultant will comply with the provisions of this paragraph to the extent applicable to the Consultant. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one

(1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one (1) and one-half (1/2) times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

- b. Prevailing Wages. City and Consultant acknowledge that this project is a public work to which prevailing wages apply. To the extent applicable to Consultant, Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.

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

19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.

36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

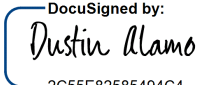
*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15<sup>th</sup> day of July, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

GRIFFIN STRUCTURES, INC.,  
a California corporation

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

DocuSigned by:  
  
2C55E82585494C4...  
By: \_\_\_\_\_  
Name: Dustin Alamo  
Title: Vice President

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **CONSULTANT'S DUTIES**

CONSULTANT SHALL COMPLETE THE FOLLOWING DUTIES:

Consultant shall assist the City in implementing Measure FP, a General Obligation Bond Measure adopted by the voters of Redondo Beach to replace Fire Stations 1 and 2, rebuild the Main Police Station, and renovate the Police Annex Facility (Project).

Consultant shall dedicate the Project Team (Griffin Structures team members and any sub-consultants), as specified in its proposal, dated March 27, 2025, in response to RFP #2425-004 (Proposal), to perform and complete the work in accordance with the tasks and schedule referenced herein. In the event of any conflict or inconsistency between the terms of this Agreement and those set forth in the Proposal, the terms of this Agreement shall prevail and take precedence.

Any proposed change(s) to the Griffin Structures Project Team must be communicated to the City with thirty (30) days advance notice and the Consultant shall receive written approval from the City's Project Manager prior to the implementation of such change(s). Consultant shall perform duties as per the schedule established in Exhibit "B."

#### **General Requirements**

Consultant shall assist the City to verify the tasks associated with this Project are completed in accordance with all federal, state, local laws and regulations, including but not limited to applicable codes, regulations, and funding requirements. The Consultant's duties shall include, but not be limited to, providing professional project management processes aligned to industry standard practice using subject matter expertise to provide advice and consultation with respect to design, engineering, project scope, schedule, budget, cost estimating, procurement, implementation, and commissioning.

Consultant shall facilitate the flow of information and access between the City and Project participants, and as requested by the City (e.g., for public presentations/meetings); track deliverables, decisions, and submittal reviews requested or to be made by the City; and ensure that a document management system is employed for relevant Project documents including but not limited to submittals, RFIs, meeting minutes, shop drawings, etc. Upon final completion of the Project, Consultant shall provide an organized and coordinated copy of the contents of the document management system to the City.

#### **STRATEGIC PLANNING PHASE**

##### **Task 1: Project Kickoff & Visioning**

###### **A. Meetings / Working Sessions / Preparation**

1. Identify key City stakeholders, end-users, and other decision makers from various City Departments, including but not limited to the City Manager's Office, City Treasurer's Office, Community Development, Financial Services, Fire, Information

- Technology, Police, and Public Works to establish a Project Communication Plan.
2. Review and agree on project goals, objectives, expectations and priorities.
  3. Prepare, drive and monitor the master schedule, including agreed to weekly and/or monthly reports on (non)conformance to the schedule, including:
    - a. Detailed schedule for contract execution covering statement of work (SOW) and contract data requirements list (CDRL) as referenced in the table included as part of Task 2D, and more specifically CDRL No. 2.
    - b. Baseline (“should-be”) plan versus as-run (“what is”) projection of CDRL.
  4. Deploy a Project management platform/software with mutually agreed to reporting procedures, templates, and technology formats in order to provide a projection of tasks to be completed by the Consultant over thirty (30) day periods and including:
    - a. Access to City Project Team for review and reporting.
    - b. Summary of CDRL, activities, events, milestones and progress.
    - c. Pending/proposed scope changes and status thereof (i.e., change orders and directives), quality assurance summary and status, and risk analysis.
    - d. Key performance indicators (KPIs) and highlighted/flagged issues through monthly total Project financial and schedule summaries.
  5. Implement a document control system with a master filing index and routing protocols/control structures for proper storage and archiving of documents.

## **B. Visioning Document - Project Roadmap**

1. Establish a structured framework for decision-making through the project lifecycle, including a Program Management Plan (PMP) with key elements that:
  - a. Define organizational roles and responsibilities (primary and secondary/support functions) against SOW, CDRL, and KPIs.
  - b. Create a work breakdown structure (WBS) for team member assignments.
  - c. Determine contract schedule, cost and subcontractor management oversight, including approval processes, protocols, standards and outputs.
  - d. Utilize Critical Path Method (CPM) scheduling to identify dependencies and potential bottlenecks, optimize resource allocation, and manage risk.
  - e. Report costs (actual vs. projected) over a thirty (30) day period mapped to SOW, CDRL and WBS to assess scope, sequence and activity duration.
2. Implement a Project Charter that officially initiates the Project and serves as the single source/guide for decisions across all facilities and through all phases on:
  - a. Project purpose, objectives, scope, stakeholders, critical activities, major milestones, performance, deliverables, and high-level requirements.
  - b. Budget and cost projections and scheduling/time restrictions or constraints.
  - c. Resource allocation, risk analysis/management, and accountability metrics.

## **Task 2: Strategic Plan / Sequencing**

### **A. Development of Strategic Plan**

1. Develop preliminary site phasing, logistics, and requirements for continuity of operations, including potential temporary facility alternatives, coupled with preferred capital funding timeline and financial feasibility for such options.
2. Identify all project phases and elements, including design, construction, temporary facilities, permitting and contingencies for optimal sequencing of facility rollouts.
3. Consider mitigation strategies for potential operational disruptions, if multiple facilities are under construction simultaneously, and budget implications of

- staggered construction to achieve financial efficiency and minimize cost overruns.
4. Coordinate with the City's Municipal Financial Advisor to align bond issuance, and number of tranches, with optimal phasing, financial needs, and market conditions.
  5. Deliver a Strategic Plan Document to the City Project Team.

## B. Temporary Provisions

1. Identify temporary facility locations to sustain seamless public safety services and implement emergency response continuity measures.
2. Develop alternative solutions for critical support functions, such as parking, equipment storage, and personnel relocation as necessary for each phase.

## C. Meetings / Revisions

1. Establish a regular (i.e., weekly, biweekly, etc.) meeting schedule with the City Project Team, and other appropriate stakeholders as needed, to review project plans, specifications and special provisions and to provide administrative management input on such documents.

## D. Reporting / Presentations

1. Produce monthly report(s)/presentation(s) that capture the progress accomplished in the preceding month(s), anticipated activities, and any schedule updates according to the following example of a Contract Data Requirements List (CDRL), or in an otherwise agreed upon format, and schedule monthly update meetings with the City Project Team to review such documents/reports.

CDRL No.	Deliverable	Description / Task Components	Format(s)	Date(s)
1	<b>Program Management Plan</b>  [Including Project Charter, Communication Plan, Software Platform(s) / System(s), and Integrated Project Management Plan(s) for Each Facility]	<ul style="list-style-type: none"> <li>- Describe Project organizational structure, roles and (primary/support) responsibilities against SOW &amp; CDRL.</li> <li>- Assess Project scope for delivery method(s); procurement processes, standards/protocols; and solicitation and selection of design, engineering, and construction contractor(s).</li> <li>- Develop contract schedule and operating costs against budget, compiling "useful life" analysis for modernization components and site logistics/facility requirements.</li> <li>- Implement document control processes and systems for tracking decisions, deliverables, and information exchanged among the City and Project Teams.</li> <li>- Establish quality assurance status benchmarks and risk analysis mechanisms for proposed change orders/directives.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Adobe Acrobat PDF</li> <li><input type="checkbox"/> Computer-Aided Design (CAD)</li> <li><input type="checkbox"/> Image File (e.g., JPEG)</li> <li>Microsoft 365 <ul style="list-style-type: none"> <li><input type="checkbox"/> Excel</li> <li><input type="checkbox"/> Planner</li> <li><input type="checkbox"/> PPT</li> <li><input type="checkbox"/> Project</li> <li><input type="checkbox"/> Word</li> </ul> </li> <li><input type="checkbox"/> Oracle Primavera Submittal Exchange</li> <li><input type="checkbox"/> Other</li> </ul>	<p><b>Weeks 1-8 Following Award of Contract</b></p> <p>Meetings / Working Sessions / Prep.: Weeks 1-2</p> <p>Visioning Document: Weeks 2-3</p> <p>Strategic Plan: Weeks 1-8</p> <p>Updates as Required for Each Phase</p>

2	<b>Program Schedule</b>  [Including a Consultant Contract Schedule; Integrated Master Schedule Across All Facilities; and Site / Facility Specific Schedules]	<ul style="list-style-type: none"> <li>- Provide detailed schedule for contract execution covering SOW, CDRL, CPM, key milestones and proposed activities to accomplish Project goals and objectives.</li> <li>- Develop baseline measures and collect “run data” to determine process deviations and/or delays for tasks such as:             <ul style="list-style-type: none"> <li>* Replacement needs assessment;</li> <li>* Feasibility/program analysis;</li> <li>* Site specific investigation/research;</li> <li>* Concept design and plan review;</li> <li>* Schematic drawings/diagrams;</li> <li>* Value engineering/cost management;</li> <li>* Permitting and agency clearances;</li> <li>* Construction bids/procurement; and</li> <li>* Move-in/occupancy/close-out lists.</li> </ul> </li> </ul> <p><b>Facility specific schedules:</b></p> <ul style="list-style-type: none"> <li>- FS1 - Fire Station 1: 401 S. Broadway</li> <li>- FS2 - Fire Station 2: 2400 Grant Ave</li> <li>- PD HQ - Main Police Bldg.: 401 Diamond St</li> <li>- PD AB - Police Annex Bldg.: 200 N PCH</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Adobe Acrobat PDF</li> <li><input type="checkbox"/> Computer-Aided Design and Drafting (CADD)</li> <li><input type="checkbox"/> Image File (e.g., JPEG)</li> <li>Microsoft 365</li> <li><input type="checkbox"/> Excel</li> <li><input type="checkbox"/> Planner</li> <li><input type="checkbox"/> PPT</li> <li><input type="checkbox"/> Project</li> <li><input type="checkbox"/> Word</li> <li><input type="checkbox"/> Oracle Primavera Submittal Exchange</li> <li><input type="checkbox"/> Other</li> </ul>	<p><b>Weeks 1-12 Following Award of Contract</b></p> <p>Delivery Method Analysis and Presentation Preparation: Weeks 1-6</p> <p>Reporting, Revisions and Updates: Weeks 7-8</p> <p>Site Specific Research, Analysis and Revisions: Weeks 9-12</p>
3	<b>Contract Cost Reporting</b>  [Including Integrated Project Cost Projection(s) and Performance Reporting for Each Facility]	<ul style="list-style-type: none"> <li>- Report actual or incurred costs as compared to proposed costs by activity, and indicate cost performance based on completed work.</li> <li>- Track and communicate the financial performance of the Project (schedule) for activities over thirty (30)-day period(s) mapped to a WBS budget, inception-to-date (ITD) balances, and estimate at completion (EAC) based on run data and projected cost overruns.</li> <li>- Indicate costs incurred over prior period(s) and expenditures expected for upcoming reporting period(s), maintain baseline cost, report on any new performance data, and delineate remaining reserve(s).</li> </ul> <p><b>Facility specific cost projections and associated reporting:</b></p> <ul style="list-style-type: none"> <li>- FS1 - Fire Station 1: 401 S. Broadway</li> <li>- FS2 - Fire Station 2: 2400 Grant Ave</li> <li>- PD HQ - Main Police Bldg.: 401 Diamond St</li> <li>- PD AB - Police Annex Bldg.: 200 N PCH</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Adobe Acrobat PDF</li> <li><input type="checkbox"/> Image File (e.g., JPEG)</li> <li>Microsoft 365</li> <li><input type="checkbox"/> Excel</li> <li><input type="checkbox"/> Planner</li> <li><input type="checkbox"/> PPT</li> <li><input type="checkbox"/> Project</li> <li><input type="checkbox"/> Word</li> <li>Oracle</li> <li><input type="checkbox"/> Primavera Submittal Exchange</li> <li><input type="checkbox"/> Project Costing</li> <li><input type="checkbox"/> Other</li> </ul>	<p><b>Monthly</b></p> <p><b>Provide within ten (10) days of the end of each month, unless otherwise specified or agreed to by the City and Consultant.</b></p>

4	<b>Contract Status Reporting</b>  [Consistent with Project Requirements and Identified by Consultant in Scope of Work]	<ul style="list-style-type: none"> <li>- Summary of ongoing activities, milestones completed, and projection of work to be accomplished over the next thirty (30) days.</li> <li>- Overview of adherence to scope, schedule, budget and contracting strategy as specified in the PMP and per SOW.</li> <li>- Highlight any emergent issues, analyze potential risks and consider mitigation(s).</li> <li>- Confirm/complete task(s) checklists, meeting(s) schedule(s), and/or other deliverables requiring coordination.</li> </ul> <p><b>Facility specific status reports as needed:</b></p> <ul style="list-style-type: none"> <li>- FS1 - Fire Station 1: 401 S. Broadway</li> <li>- FS2 - Fire Station 2: 2400 Grant Ave</li> <li>- PD HQ - Main Police Bldg.: 401 Diamond St</li> <li>- PD AB - Police Annex Bldg.: 200 N PCH</li> </ul>	<input type="checkbox"/> Adobe Acrobat PDF  <input type="checkbox"/> Microsoft 365 <input type="checkbox"/> Excel <input type="checkbox"/> Planner <input type="checkbox"/> PPT <input type="checkbox"/> Project <input type="checkbox"/> Word  <input type="checkbox"/> Oracle Primavera Submittal Exchange <input type="checkbox"/> Project Costing  <input type="checkbox"/> Other	<b>Monthly</b>  <b>Provide within ten (10) days of the end of each month, unless otherwise specified or agreed to by the City and Consultant.</b>
5	<b>Integrated / Master Budget</b>  [With Facility Specific Budget Projections]	<ul style="list-style-type: none"> <li>- Supply an overall budget and financial reporting system for entire Project and for each facility that include consultants, construction, FFE, IT, security upgrades and other cost contingencies.</li> <li>- Modify and update the estimate(s) of cash flows, payments, and total expenses at the conclusion of each Project phase.</li> </ul>	<input type="checkbox"/> Microsoft Excel  <input type="checkbox"/> Oracle Project Costing  <input type="checkbox"/> Other	<b>Every Sixty (60) Days, unless otherwise specified or agreed to by the City and Consultant.</b>
6	<b>Executive Briefings, Meetings with City Staff, and Public / City Council Presentations</b>	<ul style="list-style-type: none"> <li>- Provide briefing materials, charts/tables, graphics, presentation slides, etc. as needed to fulfill tasks outlined and as agreed to in Exhibits "A" and "B".</li> <li>- Attend and present, as necessary, to the City Council about the Project's next steps.</li> </ul>	<input type="checkbox"/> Adobe Acrobat PDF  <input type="checkbox"/> Microsoft PowerPoint  <input type="checkbox"/> Other	<b>Specified in Exhibit "B" for Strategic Planning Phase and as agreed to thereafter.</b>

### Task 3: Delivery Method Analysis

#### A. Delivery Method Analysis and Presentation Preparation

1. Assess the advantages and challenges of different approaches such as Design-Build (DB), Design-Bid-Build (DBB), Progressive Design-Build (PDB), and Construction Manager at Risk (CMAR) to determine the best path forward.
2. Conduct said assessment taking into account the City's budget and funding structure; complexity of facilities being constructed; level of flexibility needed to manage risks and unforeseen conditions; and the need for expedited delivery, balancing speed with quality and efficiency.

## **B. Recommendations and Updates**

1. Advise on a delivery method(s) and procurement process(es) for the Project.
2. Make recommendations on the solicitation, selection and procurement of qualified designer(s), construction contractor(s), and other vendors.

## **C. Meetings / Revisions**

1. Hold pre-bid meeting(s) to prepare proposal and bid packages, including the advisement on and coordination of responding to RFIs, negotiating contracts, etc. as part of the competitive bidding process of the Project.

# **Task 4: Regulatory and Environmental Considerations**

## **A. Site Specific Research**

1. Identify relevant entitlements or permits that could impact the Project schedule.
2. Flag potential environmental constraints, risks or assumptions.
3. Consider opportunities to streamline approval processes and mitigate delays.

## **B. Analysis and Recommendations**

1. Compile assessment information to determine and recommend how to prioritize building systems, components and features for modernization and compliance.

## **C. Meetings / Revisions**

1. Establish a regular (i.e., weekly, biweekly, etc.) meeting schedule with the City Project Team, and other appropriate stakeholders as needed, to finalize the scope and roadmap based on any new information or updates.

# **Task 5: Council Briefing / Approval to Proceed to Preconstruction Phase**

## **A. Council Presentation Preparation / Staff Report**

1. Assist with the preparation and delivery of a staff report pertaining to the Project's next steps, including a professional services agreement for a scope of work/services in the Pre-Construction, Construction, and Close-out/Commissioning Phases to include but not limited to the tasks outlined below.

## **B. Council Meeting Presentation**

1. Attend and present, as necessary, to the City Council about the Project's next steps.

***Funding for the Pre-Construction, Construction, and Commissioning/Closeout Phases of the Project is not included in Exhibit "C" [Compensation], as pricing for these phases will be proposed once the project delivery method and schedule have been established and such will be presented to the City Council as part of an amendment to this Agreement or as a separate Fee Agreement.***

***The scope of work for the aforementioned phases shall be developed during the Strategic Planning Phase and shall include but not be limited to the following task categories and deliverables.***

## **PRE-CONSTRUCTION PHASE**

### **Task 1: Assemble Design and Construction Teams**

- Lead procurement of project professionals (architects, designers, contractors, construction managers, engineers, inspectors, utility providers, etc.).
- Prepare pre-qualification process and analysis for various solicitations.
- Make recommendations and assist with contract award negotiations, including with cost estimation and value engineering assessments and suggestions.
- Develop and review design documents for continuity of operations, adherence to design standards and space constructability, and based on project risk.

### **Task 2: Establish and Implement Master Project Processes and Controls**

- Develop a project execution plan (PEP) for each facility that outlines key team roles, communication protocols, and decision-making hierarchies.
- Implement a document control system to maintain, access and log all permits, approvals, records, and other authorizations, including but not limited to RFIs, submittals, meeting minutes, plan reviews, design updates/changes, etc.
- Review and comment on general contractors' procurement policies along with general conditions/standards, requirements and construction duration.
- Provide day-to-day interface with the prime contractor and operational staff.

### **Task 3: Develop and Implement a Master Project Budget(s)**

- Compile life-cycle cost analysis (LCCA) to prepare cost estimates and prioritize building systems, facility finishes and modernized components.
- Establish quality assurance (QA) summary and progress/status reports for tracking deliverables, submittal reviews, contractor decisions, and change directives, including pending, proposed and completed change orders.
- Develop a risk management framework to prevent costly disruptions.
- Provide monthly total project budgets, financial and cash flow summaries with calculations such as inception-to-date (ITD) balances, estimate at completion (EAC) forecasts, cost performance index (CPI), and burn rate.

### **Task 4: Develop and Implement a Master Project Schedule(s)**

- Finalize construction start and completion dates for each facility.
- Coordinate with contractors/other consultants related to equipment, materials procurement, delivery and installation timelines for each facility.
- Conduct regular (based on agreed to and established schedule) progress meetings to review for ongoing costs, scope, long lead times, constructability, end-user needs, schedule feasibility and any other emergent issues/risks.
- Submit weekly summary of ongoing activities benchmarked, milestones completed, and projection of work to be achieved in the next thirty (30) days.

## **CONSTRUCTION PHASE**

### **Task 1: Job Start Meeting(s)**

- In accordance with general conditions and contract documents, agenda to include items such as lines of communication, deferred approvals, site coordination plan, safety and quality, pre-installation conferences, testing and inspection, payment applications, submittals, procedures for processing field conditions, and occupancy requirements.

**Task 2: Work Summary**

- Sequencing and work tasks of all trades, subcontractors, and utility service providers, as well as any work restrictions that may apply to specific areas, ingress/egresses, 'quick release' mechanisms or construction activities.
- Review owner furnished, owner installed (OFOI) and owner furnished, contractor installed (OFCI) requirements and establish timelines for delivering and installing such property or building appurtenances.

**Task 3: Site Logistics**

- Identify laydown areas, program layout, and contractor mobilization.
- Consider traffic control, signal preemption and public access needs.
- Establish power integration and any backup generators for duplicative systems, and validate mechanical and sewer line program elements.
- Map out separation zones and circulation based on program needs.

**Task 4: Progress Meetings**

- Weekly meetings to validate decisions, milestones have been reached, and dates have been established for completion of critical tasks.
- Implement and monitor a dedicated 24/7 hotline for community residents.
- Report rejected work immediately to the city and recommend courses of action when requirements of any contract(s) are not being fulfilled.

**Task 5: Submittals, RFIs, and Material Procurement Items**

- Submittals, especially with long lead items, to be reviewed/approved.
- Contractor to submit RFIs following the Notice to Proceed (NTP).
- Utilize a web-based document control system to ensure timely responses to contractor's questions and to track, follow up on, and report submittals.
- Assist architect regarding any questions from contractor on the meaning and intent of drawings, specifications and/or any other planning documents.

**Task 6: Payment Application Protocol & Change Order Management**

- Contractor(s) to submit preliminary "pencil copy" of payment application request(s) at set number of days before the payment application due date.
- Payment application to be itemized using the approved schedule of values (SOV) and reviewed before final payment application is submitted.
- Change order requests to be evaluated for entitlement and fair cost estimate, and present approve/not approve recommendations to the City.

**Task 7: Quality Assurance Controls**

- Quality assurance (QA) manual to include quality of service, quality of technical work, and quality of final project based on specific tasks.
- Quality management system (QMS) to encompass verifying vendor (sub)contractor work and materials/data; inspection of delivered material and equipment; and validation of work-in-progress and work-in-place.
- Peer reviews for mechanical, engineering and plumbing (MEP) work.
- Coordinate periodic inspection(s) by the architect of contractor work.



### **Task 8: Reporting and Document Control Systems**

- Provide at minimum monthly reports on items such as estimated percentage of completion, value of work in place, schedule, risks, potential claims, and mitigation strategies, actual versus planned construction expenditures, KPIs for milestones/progress, and deviations from the approved contract documents.
- Utilize document control system to track submittals; process shop drawings and samples; and record all contracts, purchases, materials, equipment, handbooks, standards/codes, and operation manuals.

### **Task 9: Health and Safety Plan & Labor Compliance**

- Site-specific Health and Safety Plan (HASP) in accordance with contract requirements and applicable local, state, and federal labor regulations.
- Draft a special inspection and materials testing services RFP solicitation from third parties and coordinate/manage said services until completion.

## **COMMISSIONING / CLOSE-OUT PHASE**

### **Task 1: Substantial Completion**

- Conduct substantial completion walk throughs, direct architect's preparation of a punch list, and monitor contractor's punch list resolution/completion.
- Oversee the commissioning matrix and manual, and ensure mechanical, electrical, plumbing, security, etc. systems function according to design, intent, and requirements of California Title 24 Building Standards Code.
- Inspect, verify and document proper installation and performance of equipment, utilities, and operating systems and train building staff on such.
- Establish a commissioning plan that serves as reference for the general contractor, guidance/direction for each phase of the commissioning, and structure to enable maximum system performance upon move-in.

### **Task 2: Final Completion**

- Coordinate the final inspection and transmit required guarantees, affidavits, releases, bonds and waivers; turn over all keys, manuals, record drawings, and maintenance stocks to the city; and assist with evaluation of any claims.
- Assist in obtaining temporary and permanent certificates of occupancy.
- File/process all notices of completion, coordinate final payment, secure final conditional lien releases, and recommend project acceptance inclusive of "as-built" drawings.
- Provide a financial report that delineates the final costs of the program/project, including design, construction, inspection, FF&E, and other soft costs.
- Include any instructional programs for demonstration and training of staff on building systems, subsystems, equipment, and maintenance elements.

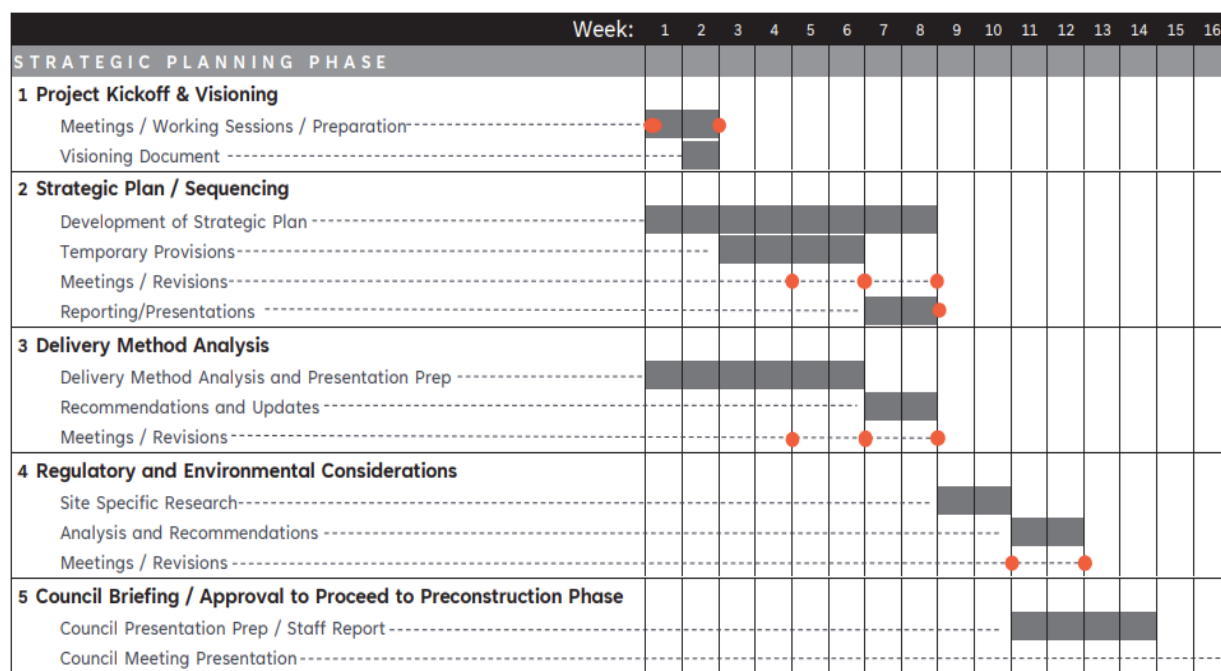
## EXHIBIT "B"

### SCHEDULE OF SERVICES

Following contract approval, Consultant shall provide and maintain the following Project schedule with contract status reports or executive briefings, at least monthly or at other appropriate intervals, which shall summarize adherence to and fulfillment of the scope of services detailed in Exhibit "A."

### Project Schedule

Please find our proposed project schedule inclusive of various proposed activities to accomplish Project goals and objectives below.



● Denotes meeting w/ Client

## EXHIBIT "C" COMPENSATION

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

- I. **AMOUNT.** Consultant shall be paid for the services rendered as described in Exhibit "A" in accordance with the schedule set forth below.

**REIMBURSABLE EXPENSE.** Expenses incurred by Consultant in performance of this work shall be reimbursed in accordance with the following schedule. No expense shall be reimbursed without prior written authorization from the City.

Description: Strategic Planning Phase	Amount
Task 1: Project Kickoff & Visioning	\$ 15,540
Task 2: Strategic Plan / Sequencing	\$ 52,010
Task 3: Delivery Method Analysis	\$ 36,230
Task 4: Regulatory and Environmental Considerations	\$ 32,640
Task 5: Council Briefing / Approval & Finalized Services Agreement to Proceed to Pre-Construction Phase	\$ 11,890
Reimbursables (insurance, reprographics, etc.)	\$ 1,690
<b>TOTAL</b>	<b>\$ 150,000</b>

- II. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, the allocated amounts for each task are estimated figures, and there may be reallocation among these tasks, provided that the Consultant's compensation shall not exceed \$150,000.

- III. **METHOD OF PAYMENT.** Consultant shall submit monthly invoice(s) to the City for approval and payment by email to the established City Point of Contact(s).

Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City, and attach the prior written authorization of the City and copies of receipts to substantiate expense requests as follows:

- A. Task number.
- B. Title of personnel who performed work on the Task.
- C. Description of the work performed.
- D. Percentage of work completed
- E. Fee or prorated fee (if applicable) for work performed.
- F. If applicable, expenses incurred.

Consultant shall also provide (attach) a contract cost reporting document (as detailed in Exhibit "A") that includes items such as actual (versus proposed) costs for activities accomplished during the past thirty (30) day period (mapped to SOW, CDRL and WBS, showing critical path) and the impact thereof on the total budget over the next thirty (30) days and through Project completion, where applicable. Consultant shall provide any other back-up material upon request.

IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within (30) days of the City's receipt and approval of the monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction and there is no dispute over the amount. Consultant reserves the right to assess a one and one-half percent (1 ½%) per month (eighteen percent (18%) per year) service charge on any non-disputed unpaid balances over sixty (60) days outstanding.

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

Consultant: Griffin Structures  
1 Technology Drive, Bldg. I, Ste. 829  
Irvine, CA 92618  
Attn: Dustin Alamo, VP & Predevelopment Manager  
[dalamo@griffinstructures.com](mailto:dalamo@griffinstructures.com)

City: City of Redondo Beach  
City Manager's Office  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: Luke Smude, Assistant to the City Manager  
[luke.smude@redondo.org](mailto:luke.smude@redondo.org)

All notices, including notices of address changes, provided under this Agreement are deemed received on the third (3<sup>rd</sup>) day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS FOR CONSULTANTS**

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

**I. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- C. Workers' Compensation insurance as required by the State of California. Employer's Liability Insurance.
- D. Errors and Omissions liability insurance appropriate to the Consultant's profession, such that professional liability insurance includes contractual liability to the extent that liability would exist in the absence of a contract.

**II. Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

- A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- D. Errors and Omissions liability: \$1,000,000 per claim.

**III. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, and employees or (2) the Consultant shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### IV. Other Insurance Provisions

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

##### A. Additional Insured Endorsement:

1. General Liability: The City, its officers, elected and appointed officials, and employees are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.
2. Automobile Liability: The City, its officers, elected and appointed officials, and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.
3. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, and employees shall be excess of the Consultant's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by mail has been given to the City.
5. 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.
6. Errors and Omissions policy, if written on a claims-made basis, shall be maintained by the Consultant for a period of one year after the completion of the project.
7. 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.
8. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

V. Acceptability of Insurers

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

VI. Verification of Coverage

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

VII. Subcontractors

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

VIII. Risk Management

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

**EXHIBIT "E"**  
**AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.
4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.
6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.
7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned



Sections for all apprenticed occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.
9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”
10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.
11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless, and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation,

finances, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2025

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

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

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549		<b>CONTACT</b> NAME: Dani Schulze PHONE (A/C, No, Ext): 714-202-0390 E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com	
License#: 6003745 GRIFSTR-01		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Griffin Structures Inc 1 Technology Dr., Building I Ste. 829 Irvine CA 92618		<b>INSURER A:</b> Great American Assurance Company	
		<b>INSURER B:</b> ARCH SPECIALTY INSURANCE COMPANY	
		<b>INSURER C:</b> United Financial Casualty Company	
		<b>INSURER D:</b> Oak River Insurance Company	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 1148201112**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLP5775546	12/31/2024	12/31/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$5,000
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	06409713	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	EXC5775547	12/31/2024	12/31/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	GRWC529454	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		Y	PDCPP0038504	12/31/2024	12/31/2025	Per Claim Aggregate Limit Deductible \$2,000,000 \$4,000,000 \$25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.  
Project: Fire Stations 1 and 2, rebuild the Main Police Station, and renovate the Police Annex Facility  
City of Redondo Beach, its officers, elected and appointed officials, employees are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

**CERTIFICATE HOLDER****CANCELLATION 30 Day Notice of Cancellation**

City of Redondo Beach 415 Diamond Street Redondo Beach CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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The first **Named Insured** shall act on behalf of all **Insureds** for all purposes, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, complying with all applicable **Claim** provisions, giving and receiving notice of cancellation or nonrenewal, reimbursement to the **Insurer** of any **Retention** advanced and the exercise of the rights provided in Section 11. Extended Reporting Period or Section 24. Subrogation.

#### 24. SUBROGATION

In the event of any payment under this Policy, the **Insurer** shall be subrogated to all the **Insured's** rights of recovery against any person or organization and the **Insured** or **Additional Insured** (if applicable) shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** or **Additional Insured** (if applicable) shall do nothing to prejudice such rights.

The **Insurer** shall not exercise any such right against any **Insured**, **Additional Insured** (if applicable) or against any **Insured's** clients if prior to the **Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by such **Insured**.

All recoveries obtained through subrogation shall be applied equally towards the **Insured's Retention** and the **Insurer's** costs with any remaining balance payable to the **Insurer**.

#### 25. TITLES

The titles of the sections of and endorsements to, this Policy are for reference only. Such titles shall not be part of the terms and conditions of coverage.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA  
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule****Blanket Waiver**

**Person/Organization** Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

**Job Description**

All CA Operations

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: 12/31/2024

Policy No.: GRWC529454

Endorsement No.:

Insured:

Premium \$

Insurance Company: Oak River Insurance Company

Countersigned by \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on your policy. Such person or organization is an Additional Insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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.

A person's or organization's status as an Additional Insured under this endorsement ends when your operations for that Additional Insured are completed.

**B.** With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. supervisory, inspection, architectural or engineering activities.
2. "Bodily injury," or "property damage" occurring after:
  - a. 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
  - b. 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Schedule**

**Name of Additional Insured Person(s) or  
Organization(s):**

**Location and Description of Completed Operations:**

Any person or organization that "you" and such person or organization have agreed in writing in a contract that such person or organization be added as an additional insured on "your" policy, but only for "your work" performed during this policy period.

"Your work" performed during this policy period.

Additional Premium: Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that Additional Insured and included in the "products-completed operations hazard."

Policy # GLP5775546

**GAC 3649CG**  
(Ed. 11 06)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY NON-CONTRIBUTORY INSURANCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

This insurance is primary to any other insurance held by third parties with respect to work performed by you under written contractual agreements with such third parties and any other insurance which may be available to such third parties shall be non-contributory.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**Schedule**

<b>Name of Person or Organization:</b>
Any person or organization for whom or on whose behalf "you" are performing operations when "you" and such person or organization have agreed in writing in a contract or agreement to waive any right of recovery "we" may have against such person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

**CITY OF REDONDO BEACH**

**REQUEST FOR PROPOSALS**

**RFP# 2425-004**



**OWNER'S REPRESENTATIVE & PROGRAM MANAGEMENT SERVICES  
FOR CITY BOND MEASURE (FP) PROJECT IMPLEMENTATION  
TO RECONSTRUCT FIRE STATIONS 1 & 2, THE CITY'S MAIN POLICE STATION,  
AND TO RENOVATE THE POLICE ANNEX FACILITY**

CITY OF REDONDO BEACH  
Public Works Department  
Engineering Services Division  
415 Diamond Street, Door 2  
Redondo Beach, CA 90277  
(310) 697-4661  
(310) 374-4828 (fax)  
Issued: February 27, 2025

**Responses Due: MARCH 27, 2025 by 5:00 p.m. (PST)**

**REQUEST FOR PROPOSALS (RFP) FOR  
OWNER'S REPRESENTATIVE & PROGRAM MANAGEMENT SERVICES  
FOR CITY BOND MEASURE (FP) PROJECT IMPLEMENTATION  
TO RECONSTRUCT FIRE STATIONS 1 & 2, THE CITY'S MAIN POLICE STATION,  
AND TO RENOVATE THE POLICE ANNEX FACILITY**

**Issuing Office:** Public Works Department - Engineering Services Division

**Date:** February 27, 2025

**SECTION ONE - INFORMATION FOR PROPOSERS**

**1.1 INTRODUCTION**

City of Redondo Beach voters approved Measure FP with [71.41%](#) of voters voting in favor of the measure as part of the November 5, 2024 General Election. The measure authorizes the City to issue \$93,350,000 in General Obligation bonds with bond revenue going to fund public safety facility improvements and requiring an estimated property tax levy of \$17.45 per \$100,000 in assessed value. Bond proceeds will be used to rebuild Fire Station 1, Fire Station 2, and the Main Police Station and to renovate the Police Annex Facility. Improved public safety facilities will support effective response times; secure, modern buildings; and continued career development, retention, and recruitment of the best qualified Fire and Police personnel to serve the City of Redondo Beach.

The City requires the services of an experienced firm to serve as its Owner's Representative/Program Manager (PM) through the implementation of Measure FP. The hired firm will drive the process and advocate for the City's interests in working with all entities of the projects during all stages of implementation. The firm will assist the City with strategic planning and scheduling of the various sites and needed temporary facilities. The PM will take the lead on solicitation, evaluation, award, management, review and oversight of the design and construction teams and with the financial administration of the project as it relates to budget status and reporting, contract change order review, and project financial tracking and reporting. In this capacity, the PM will work closely with key City executives, staff, and other organizations, as required.

A more complete description of the "Project" and required services is located in Section Two.

**1.2 SUBMISSION OF PROPOSAL**

Proposals shall be submitted electronically via the City's online purchasing portal which can be found at <https://procurement.opengov.com/portal/redondo>, by 5:00 p.m. (PST) on March 27, 2025. Any proposal not received prior to the time set forth in this RFP (or an addendum) may be disqualified.

### 1.3 PROPOSAL FORMAT

The email proposal submittal package shall include the proposal as a bookmarked PDF.

Proposals deemed to be incomplete or marred by other deficiencies may be rejected without further consideration.

### 1.4 OPENING OF PROPOSALS

Proposals will be opened and evaluated by the assigned Evaluation Committee after the submittal deadline. The proposals will not be publicly read (Government Code Section 6250 et. seq.). Once a proposal has been submitted, it will not be returned.

### 1.5 RIGHT OF REJECTION BY CITY

The City of Redondo Beach expressly reserves the right, at its sole discretion, to reject any and all proposals and solicit new proposals with modified terms and conditions. In the event of any such rejection, the City shall not be liable for any costs incurred in connection with the preparation and submittal of a proposal. The City also reserves the right to waive any informalities in conjunction with the proposals.

### 1.6 ACCEPTANCE OF PROPOSALS

Within sixty (60) days after the final submittal deadline for proposals, the City will act upon them. The highest-ranking firm or firms (as determined by the Evaluation Committee through review of written proposals) may be requested to submit additional information or participate in interviews (either online or in person). The City reserves the right to enter into negotiations to produce a Contract for Services with a single entity. The City reserves the right to terminate negotiations, without any cost to the City, in the event it deems progress toward a contract to be insufficient. In that event, negotiations may commence with the second highest ranking firm or team.

### 1.7 TERM OF WITHDRAWAL

All fee proposals shall be firm offers and may not be withdrawn for a period sixty (60) days following the date set forth in Subsection 1.2.

## 1.8 SELECTION PROCESS

The selection process will be informed by the following standards:

A. Adherence to Format

A proposal should adhere to the format outlined in Section Three of this RFP in order to be evaluated by the City. Each response should be specifically addressed to the applicable section of the RFP.

B. Proposal Evaluation

An Evaluation Committee will evaluate the proposals utilizing criteria listed in Subsection 1.9. The City may utilize the services of appropriate experts to assist in the evaluation process.

C. Oral Interview

The City may, at its option, invite one or more of the highest-ranking firms or teams to make a verbal presentation to the Evaluation Committee to provide additional requested information or answer questions regarding the proposal.

## 1.9 EVALUATION CRITERIA

Proposals will be reviewed and evaluated by Evaluation Committee based on the information provided in the proposal. Selection will be made on a "best qualified" basis. Criteria for selection will include, but not be limited to, overall qualifications of firm; understanding of City and Project goals; prior experience and successful completion of similar projects; technical ability; methodology and stated approach to the Project; individual qualifications of project manager, availability and qualifications of other key staff members and sub-consultants; capacity of firm to complete Project per City's timeline; references; proposal fee structure; and overall organization and quality of the proposals.

## 1.10 INTERPRETATIONS

All questions regarding the meaning or intent of the information provided in this RFP, including procedure, specifications, and Contract provisions, shall be submitted to the City's online procurement portal, which can be found at <https://procurement.opengov.com/portal/redondo>, no later than shown below, in writing (e-mail acceptable) no later than March 13, 2025. Questions that result in a significant interpretation of, or change in, the RFP will be made by the City issuing an addendum to all recipients of the RFP, and acknowledgement of any such addendum(s), shall be a part of the proposal. The City will not be responsible for any informal interpretation of the RFP.

## 1.18 NONDISCRIMINATION

The consultant, with regard to the work performed by it during the contract, will be required to agree not to discriminate on the grounds of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in any activity pursuant to this agreement.

1.19 OFFICE LOCATION/TRAVEL

The City does not intend to house any consultant at the City's offices. The City does not intend to reimburse any consultant for personnel relocation under this agreement. Consultant's proximity to the City may be considered during the RFP evaluation.

## **SECTION TWO: PROJECT INFORMATION/SCOPE OF WORK**

### **2.1 PROJECT GOALS AND BUDGET**

The City of Redondo Beach is seeking a firm to serve as the PM for the City through the implementation of the Projects associated with Measure FP. The goal is to complete these transformational Projects in an expedient manner within the established budget, which is \$93,350,000 to replace Fire Stations 1 & 2 and the Main Police Station, along with the renovation of the Police Annex facility.

### **2.2 PROJECT DESCRIPTION**

Consultant shall perform the duties described herein for the Project. The selected PM will advocate for the City's interests in working with all entities of the Project during all stages of the Project. The Project is intended to improve public safety in the City by supporting effective response times; providing secure, modern buildings; and enhancing career development, retention, and recruitment of the best-qualified Fire and Police personnel to serve the City of Redondo Beach.

Proposers are encouraged to review the discussion and actions of the City Council in preparation for approving ballot Measure FP and in response to the successful outcome. Relevant Council meeting dates are:

- June 11, 2024
- July 16, 2024
- December 17, 2024

Administrative Reports, minutes, and the video record can be accessed via the City Clerk's webpages at [www.redondo.org](http://www.redondo.org)

### **2.3 SCOPE OF WORK**

Consultants are expected to diligently undertake and perform the work program as outlined. Consultant shall devote the number of persons and level of effort necessary to perform and complete the work in accordance with the schedule included in Section 2.4. All work done will be performed to the highest professional standards and will reflect the thoroughness, attention to detail and professional knowledge expected in the engineering, architecture, and associated disciplines.

The scope for the Project includes, but is not limited to, the following tasks:

#### **PM General Requirements**

1. PM shall assist the City to verify the Project is completed in accordance with all federal, state, local laws and regulations including but not limited to applicable codes, regulations, and funding requirements. The PM's duties shall include,

but not be limited to, providing professional project management processes aligned to industry standard practice using subject matter expertise to provide advice and consultation with respect to design, engineering, Project scope, schedule, budget, and cost estimating, procurement, implementation, and commissioning.

2. PM shall advise the City on a Project Delivery method and procurement process(es) for the Project. PM shall assist the City in coordinating production and making recommendations on the solicitation, selection, and procurement of designer(s) and construction contractor(s). This work will include preparing proposal and bid packages, holding pre-bid meetings, responding to RFIs, etc. and negotiate contracts with such entities. PM shall solicit the interest of qualified designers, contractors and vendors with fire station and public safety building experience and encourage participation in the competitive bidding of the Project. Compile assessment information and utilize “remaining useful life” analysis to prepare cost estimates and prioritized building systems, finishes, and components for modernization of the Police Annex.
3. PM shall develop and document Project requirements, including, but not limited to:
  - a. Key Milestones Schedule, Site Logistics Requirements, Temporary Facility Requirements, Design Memorandum and Standards, Quality Standards, First cost vs. operating cost priorities, target budget
4. PM shall prepare a master Project Schedule including all necessary and recommended design and construction activities. PM shall drive and monitor the Project Schedule on behalf of the City.
5. PM shall assist the City in finalizing the program and budget for the Project and manage the design process for the City.
6. PM shall report to the City Manager, or other designated City personnel, and shall prepare Executive Briefings, at least monthly or at other appropriate intervals, which shall summarize the following:
  - a. Key Project activities, events, and progress;
  - b. Conformance/nonconformance to the most current Project schedule;
  - c. Monthly total Project financial summary;
  - d. Pending/proposed scope changes and status, including all change orders and change directives;
  - e. Quality assurance summary and status;
  - f. Risk analysis of current or potential issues or problems;



- g. Existing and potential claims by the designer or contractor related to the Project;
  - h. Recommendations for City actions; and
  - i. Construction progress photos (once construction commences), generally and as specifically related to the above, including photos of critical or material issues, nonconforming or defective work and evidence of delay.
7. PM shall coordinate with Project stakeholders and assist the City with public presentations/meetings, and shall attend such presentations/meetings as requested by the City.
  8. PM shall facilitate the flow of information between the City and Project participants, including but not limited to submittal reviews by the City, and shall track deliverables and decisions requested or to be made by the City. PM shall ensure that a document management system is employed for relevant Project documents including but not limited to submittals, RFIs, meeting minutes, shop drawings and shall provide unlimited access to Owner and access as appropriate to other Project participants. Upon final completion of the Project, PM shall provide an organized and coordinated copy of the contents of the document management system (in native format if requested) to the City.

#### **PM – Strategic Planning Phase**

1. Meet with City's executive, financial, planning, engineering, and operating personnel to discuss Project goals and needs, establish protocols for communication, approvals, working groups and stakeholder input. Develop a Project Charter or similar document that will define, authorize, and empower the appropriate staff and partners in the various aspects of the work
2. Analyze Project requirements and develop preliminary site phasing and logistics and develop requirements for continuity of operations and, temporary facility alternatives
3. Assist the City in selecting the appropriate project delivery models (Design-Build, Progressive Design Build, etc.) for the various facilities and develop contract documents and solicitation packages
4. Identify relevant entitlement, permitting and environmental constraints, and processes and facilitate satisfaction of all known requirements for the Project

#### **PM – Pre-Construction Phase (Applies to All Buildings)**

##### **Assemble Design and Construction Teams**

1. Lead procurement of Project professionals (designers, contractors, construction managers, inspectors, etc.) according to the various project delivery methods elected by the City.
2. As may be recommended, prepare pre-qualification process and analysis for various solicitations. Provide a complete analysis of proposing contractors/consultants bids or RFP responses and provide recommendations to the City for contract awards
3. Assist with contract negotiation of appropriate terms in agreements with selected firms and make recommendation for contract awards
4. Assist the Prime Contractor with developing the qualification criteria and recommending subcontractors to bid and assist the subcontractor RFP process as needed
5. Review design documents during development for continuity of operations, adherence to design standards, constructability, Project risk, completeness, and value
6. Provide comprehensive cost estimation and make recommendations/value engineering suggestions to assist the design team with maintaining the Project budget

### **Project Management and Controls**

1. Establish and implement the appropriate financial and administrative controls with City input
2. Monitor the design process, ensure the incorporation of all program requirements, and assist in sharing of information among appropriate consultants
3. Assist City's various legal representatives and consultants
4. Attend meetings and assist in obtaining permits, approvals, and other authorizations necessary for the development, construction, and operation of the Project
5. Work with Prime Contractor to prepare Project Schedule, incorporating pre-construction and proposed construction activities and coordination with the City's ongoing operations
6. Provide day-to-day interface with Prime Contractor and City's operational personnel to plan work and safety of operating facility
7. Monitor the regular updates to the schedule based on impacts due to the design changes, field conditions, and other related impacts

8. Assist the designers with response to contractor questions and maintain and RFI log
9. PM shall assist the City to verify the Project is completed in accordance with all federal, state, local laws and regulations including but not limited to applicable codes, regulations, and funding requirements. The PM's duties shall include, but not be limited to, providing professional project management processes aligned to industry standard practice using subject matter expertise to provide advice and consultation with respect to design, engineering, Project scope, schedule, budget, and cost estimating. Conduct on-site building assessments of all relevant systems, finishes, and building components.

### **Project Budget**

1. Prepare a Master Project Budget including consultants, construction, Furniture, Fixtures, and Equipment, Information Technology, Security, and other related cost contingencies
2. Modify and update the estimate at the conclusion of each phase of design
3. Monitor and advise the City of variances and available means to mitigate variances. Advise on options with differing impacts or consequences
4. Work with the Project Team to generate a cash flow forecast for the Project and provide updates on a regular basis
5. PM shall review, on behalf of City, all applications for payment and all proposals for possible changes to the work and shall make appropriate recommendations to the City.
6. PM shall develop and provide an overall financial reporting system for City's use that will track Project-related expenses and cost information, including but not limited to original budget, original contract amount, change orders, potential and proposed change orders, change directives, claims, payment applications, etc. PM shall evaluate, review, and provide comments on the design/engineering drawings and specifications and evaluate the design/engineering documents to ensure that the design meets the Project requirements, applicable design and construction standards, City's needs and priorities, and can be constructed within City's budget. PM shall notify City of any observed errors, omissions, or inconsistencies. PM shall identify and recommend opportunities for value engineering. PM shall recommend any required or recommended changes to the City.

### **PM – Construction Phase (Applies to All Buildings)**

#### **Project Management and Controls**

1. Schedule and conduct Project meetings at which the City, Prime Contractor, and Project Team discuss procedures, progress, problems, scheduling, phasing, and coordination of ongoing operations and other issues relevant to the successful completion of the work
2. Provide, or cause to be provided, a detailed schedule for operations of the Prime Contractor on the Project, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings, and samples/delivery of products requiring long lead times for procurement.
3. Regularly monitor the schedule and safety as construction progresses. Identify and report on potential variances between scheduled and probable completion dates. Recommend to City and Prime Contractor adjustments in the schedule to meet required completion dates.
4. To the extent applicable, PM shall coordinate City's other consultant's related to the Project and on equipment and materials procurement, delivery and installation with City's staff assigned to the Project and vendors.
5. PM shall as representative of the City coordinate, facilitate and conduct regular construction meetings (frequency TBD) with the designer, the construction contractor and other Project participants, as appropriate. PM shall prepare and provide minutes of all such meetings to the City and all participants.
6. If a situation arises during construction, which in PM's view requires that work be rejected, PM shall report such situation immediately to City and make recommendation to City regarding further actions.
7. Recommended courses of action to the City when requirements of any contracts are not being fulfilled
8. Coordinate the periodic inspection by the architect and other necessary consultants or the work of the contractors
9. Consult with and assist the architect regarding any questions from the contractor on the meaning and intent of drawings and specifications
10. Collaborate with the architect to establish and implement procedures for tracking and expediting the processing and approval of shop drawings and samples
11. Record the progress of the Project and provide detailed reports to the City
12. Receive contractor shop drawings, product data and samples, and maintain a log and monitor Architect and Engineer for timely responses

13. Direct the Prime Contractor to maintain records of all contracts, shop drawings, samples, purchases, materials, equipment, handbooks, applicable standards and codes, maintain operation manuals and revisions that develop over the course of construction

## **PM – Commissioning and Project Closeout (Applies to All Buildings)**

### **Substantial Completion**

1. Once substantial completion is achieved, direct the architect's preparation of a punch list including incomplete, unsatisfactory, or non-conforming items that require completion/remedy prior to certification of substantial completion
2. Following the architect's certification of substantial completion, facilitate and monitor the contractor's completion of the architect review and approval of all punch list items
3. Coordinate with the City's personnel to monitor the inspection of utilities, operating systems, and equipment for readiness. Assist in the initial set-up, testing, and facilitate any required training of the City's Public Works staff
4. Oversee the commissioning matrix and manual

### **Final Completion**

1. Coordinate the architect's determination of final completion and notify the City and architect that the Project is ready for final inspection
2. Secure and transmit to the City and/or architect required guarantees, affidavits, releases, bonds, and waivers
3. Turn over all keys, manuals, record drawings, and maintenance stocks to the City. Assist the City in expediting consultant and other vendor/contractors in obtaining temporary certificates of occupancy and permanent certificates of occupancy. File all notices of completion, coordinate final payment, and secure final conditional lien releases and any other activities which may be required to occupy the Project
4. Make recommendation to the City of Project acceptance and process Notice of Completion with the County Recorder's Office
5. Assist the City with evaluation of any claims filed by Project vendors

## 2.4 SCHEDULE OF PERFORMANCE

<u>ITEM</u>	<u>DUE DATE</u>
Issue Request for Proposal	February 27, 2025
Written Questions	March 13, 2025
Proposals Due (by 5:00 p.m. PST)	March 27, 2025
City Council Considers Agreement	May 6, 2025
Agreement Fully Executed	May 13, 2025
Kick-off Meeting	May 26, 2025

The above schedule is for information purposes only and is subject to change at the City's discretion.

## **SECTION THREE: REQUIRED PROPOSAL FORMAT**

### 3.1 PROPOSAL INCLUSIONS

The proposal submitted through the City's online procurement portal shall include:

1. Letter of Transmittal. 1-page letter of transmittal signed by an officer of the firm, binding the proposer to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the proposer and shall include the following Statement:  
  
I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDA AND AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.
2. Qualifications of Project Team. Provide a description of overall history and qualifications of the Project Team.
3. Related Experience. Provide a brief description of your firm's history and experience with completion of similar projects. Provide information on relevant projects only.
4. Project Team. Provide a summary of all personnel to be involved in the Project, including any sub-consultants. Designate the principals in charge, project managers, and other key personnel to be assigned, stating specific role of each.

5. Project Approach and Work Plan. Provide a statement of Project understanding and an outline of the proposed approach to the Project, including a work plan. Address the Scope of Work as presented, and include other approaches, items, or considerations felt to be warranted. The work plan should provide a tabular list of work task considered necessary to complete the initial phase of the Project, along with other major milestones expected as the Project advances.
6. Project Schedule. Provide a schedule for the various proposed activities to accomplish the Project goals and objectives. Include provision for the City and Agency staff reviews and activities as considered necessary
7. References. Each proposal must include at least 3 public agency references going back at not more than five (5) years from the issuance of this RFP in which the proposer was engaged to perform tasks similar to those requested under this RFP. The references should include the name, title, and contact information of the public agency officer or employee responsible for overseeing the proposer's work. Please also include a brief description of the project completed along with your rationale for including each reference.
8. Rate Sheet. Provide a current hourly rate schedule for all employees to be involved in the Project. *Refer to Attachment A Sample Consultant Agreement Exhibit "C" Compensation tables as an example.* These rates shall remain in effect for the duration of the agreement, subject to annual adjustments indexed to the CPI for Los Angeles area. Provide a listing of any anticipated reimbursable expenses, including unit costs or percentage mark-up.
9. Fee Proposal. Provide itemized cost estimate for the Strategic Planning Phase of the Project, including anticipated labor, and reimbursable charges (inclusive of mark-up) for any sub-consultants. The specific fees and charges will be negotiated with terms and conditions in the professional services agreement after consultant selection.

The initial proposal (exclusive of fee proposal) shall be provided in an 8-1/2" x 11" format and must not exceed the following page lengths:

Letter of Transmittal	One (1) page
Text (Items 2-7)	Fifteen (15) pages
Rate Sheet	Two (2) pages

All proposals shall be submitted through the City's Online Procurement Portal.

#### **SECTION FOUR: ATTACHMENTS**

Attachment A      Sample Consultant Agreement



**ATTACHMENT A  
SAMPLE AGREEMENT**

**SAMPLE  
AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND \_\_\_\_\_**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and \_\_\_\_\_ a CALIFORNIA CORPORATION ("Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

\* \* \* \* \*

**GENERAL PROVISIONS**

- 1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer, or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
- 2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this

Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics, or other materials shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend, and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C," the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant, to the extent available, with any City standards, details, specifications, and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement

shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity Design Professional Services. In connection with its design professional services and to the maximum extent permitted by law, Consultant shall hold harmless and indemnify City, and its officials, officers, employees, agents, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense, which arise out of, pertain to, or relate to in whole or in part to the

negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City.

- a. Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) arising out of or related to the performance of this Agreement, excluding Consultant's design professional services, and to the maximum extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
  - b. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - c. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.

- a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.
- b. Prevailing Wages. City and Consultant acknowledge that this project is a public work to which prevailing wages apply. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.

18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique,

personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by



Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this day of \_\_\_\_\_, 2025.

CITY OF REDONDO BEACH

\_\_\_\_\_  
("Consultant" or "Consultant")

\_\_\_\_\_  
James A. Light, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**TO BE DEVELOPED BASED ON SUBMITTED PROPOSAL.**

EXHIBIT "B"  
SCHEDULE OF PERFORMANCE

<u>ITEM</u>	<u>DUE DATE</u>
-------------	-----------------

TO BE DEVELOPED BASED ON SUBMITTED PROPOSAL.

**EXHIBIT "C"**  
**COMPENSATION**

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

I. **AMOUNT.** Consultant shall be paid in accordance with the attached rate schedule ("Attachment C-1").

II. **REIMBURSABLE EXPENSE.** Expenses incurred by Consultant in performance of this work shall be reimbursed in accordance with the following schedule.

Description	Reimbursed Amount
---	At cost
---	At cost
---	IRS mileage rate
---	At cost

No expense shall be reimbursed without prior written authorization from the City. In no event shall the total reimbursable expense exceed \$---.

III. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, the total amount paid to Consultant for each task shall not exceed the following amounts.

Description	Amount
	\$ ---
	\$ ---
	\$ ---
	\$ ---
	\$ ---

IV. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment both by email and mail.

- A. Task number.
- B. Title of personnel who performed work on the Task.
- C. Description of the work performed.
- D. Percentage of work completed
- E. Fee or prorated fee (if applicable) for work performed.

F. If applicable, expenses incurred.

Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City, and attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant shall submit a monthly invoice to the City by email and mail. Consultant shall provide any other back-up material upon request.

V. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within (30) days of the City's receipt and approval of the monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.

VI. **NOTICE.** Written notices to City and Consultant shall be given by email, or registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

A. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

City:

City of Redondo Beach  
Attn: City Manager's Office  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: Luke Smude, Assistant to the City Manager  
luke.smude@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

## **EXHIBIT "D"**

### **INSURANCE REQUIREMENTS FOR CONSULTANTS**

Without limiting Consultant's indemnification obligations under this Agreement, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

#### **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Errors and Omissions liability: \$1,000,000 per occurrence.

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Errors and Omissions policy, if written on a claims-made basis, shall be maintained by the Consultant for a period of one year after the completion of the project.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project.



The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

#### Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements are to be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

#### Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

#### Risk Management

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

**APPENDIX A**  
**PROPOSALS RECEIVED IN RESPONSE TO AND SCORING CRITERIA FOR RFP NO. 2425-004**

RECEIVED PROPOSALS - FIRMS LISTED ALPHABETICALLY	
Firm Name*	Firm Address**
<b>Accenture Infrastructure &amp; Capital Projects, LLC</b>	300 Spectrum Center Drive, Suite 1400 Irvine, CA, 92618
Athenian Group, LLC	2450 Colorado Ave, Ste. 100E, Santa Monica, CA 90404
Cumming Group	139 Hermosa Ave, Hermosa Beach, CA 90254
Griffin Structures, Inc.	1 Technology Drive, Bldg. I, Suite 820, Irvine, CA 92618
<b>H.W. Lochner, Inc.</b>	333 S. Anita Drive, Suite 800, Orange CA 92868
MOCA Systems, Inc.	400 Spectrum Center Drive, Suite 1900, Irvine, CA 92618
Psomas	865 South Figueroa Street, Suite 3200, Los Angeles, CA 90017
<b>Rider Levett Bucknall</b>	700 South Flower Street, Suite 630, Los Angeles, CA 90017
<b>STV Construction, Inc.</b>	1055 West Seventh Street, Suite 2900, Los Angeles, CA 90017
TRANSTECH Engineers, Inc.	13367 Benson Ave, Chino, CA 91710-3009
Turner & Townsend Heery, LLC	2761 Park View Court, Oxnard, CA 93036
* <b>Bolded firms were selected for an in-person panel interview.</b>	
** <b>Local office address provided if not the headquarters/main office.</b>	

CRITERIA UTILIZED FOR SCORING ALL PROPOSALS
<b>Firm Experience</b>
Experience with Similar Construction Projects, and Demonstrated Understanding of Local Building, Economic, and Legal Issues and the Impact this May Have on Public Safety Facility Construction
Proposed Project Team and Roles Suited for City's Needs for Measure FP Implementation (Experienced Owner's Representative / Program Manager)
<b>General Requirements</b>
Possesses Strong Project and Program Management Skillset and is Experienced in Multiple Project Delivery Methods (e.g., DB, DBB, PDB, CMAR, etc.)
Demonstrated Expertise in Various Methods of Project Procurement
Proven Network of Qualified Designers, Contractors, and Vendors
Experience Creating Effective Project Requirements, Including: Key Milestones Schedule, Site Logistics Requirements, Temporary Facility Requirements, Design Memorandum and Standards, Quality Standards, First Cost vs. Operating Cost Priorities, Target Budget

Ability to Develop a Realistic and Cohesive Master Project Schedule with a Strong Record of Stakeholder Communication, Including Executive Briefings and Delivering Information to Other Internal and External Stakeholders

### Pre-Construction Phase

Assemble and Design Construction Teams, Including Leading Procurement of Project Professionals, Establishing a Pre-Qualification Process, Negotiate Agreements, Develop Qualification Criteria and RFPs, Review Design Documents and Provide Accurate Cost Estimation

Establish Financial and Administrative Controls, Including Monitoring Design Process, Ensuring Legal Compliance, Working Directly with and Serving as Day-to-Day Contact/Liaison with City's Prime Contractor and Designers, and Track Project Schedule and Progress

Prepare a Master Project Budget, Modify and Update Budget at the Conclusion of Each Phase, Record and Explain Variances and Cash Flow Forecasts, Review Payment Requests, and Implement a Financial Reporting System

### Construction Phase

Schedule and Conduct Project Meetings, Provide or Ensure Delivery of a Detailed Operational Schedule, Monitor Schedule and Safety Controls, Coordinate Consultants, Report and Act Upon Unacceptable Work, Recommend a Course of Action Should Contracts Need to be Terminated, Maintain a Log of All Project Designs, and Ensure Preservation of all Project Documentation

### Commissioning and Project Closeout

Ensure Substantial Completion and Develop a Punch List of Non-Conforming Items, Ensure Completion of Architect's Review, Coordinate Inspection of City Facilities, Oversee the Commissioning Matrix and Manual, Coordinate Final Completion, Including Architect's Determination, Required Guarantees, Affidavits, Releases, Bonds, and Waivers, Turn Over all Keys and Manuals, Ensure Temporary and Permanent Certificates of Occupancy, Record Project Acceptance Documents, Assist the City in the Evaluation of Any Claims Filed by Project Vendors

### Project Fees

Met Requirements Identified in the RFP and Provides the Best Value for Services Offered

### References

Reference 1

Reference 2

Reference 3

**TOTAL - 100 POINTS POSSIBLE**

## CRITERIA UTILIZED FOR SCORING FOUR FINALISTS

### General Requirements & Strategic Planning Phase

**Design, Development and Procurement:** Determine which delivery method - such as Design-Build (DB), Design-Bid-Build (DBB), Progressive Design-Build (PDB), or Construction Manager at Risk (CMAR) - will be the most effective based on the perceived advantages and disadvantages of each.

**Owner Risk, Duration, and Long-Term Value:** Clarify the assumptions made in your firm's proposal regarding potential phasing of facilities, such as whether the projects should be full re-build versus any new footprints, completed in parallel or sequentially, and possibilities for different layouts and multi-story solutions that would provide operational continuity on both a short and long-term basis.

### Pre-Construction Phase

**Comparable Work Based on City's Needs:** Specific projects, particularly in Southern California, best align with and should be used as a reference point or benchmark for the City, particularly taking into account police and fire facilities that require minimal disruption to first responder operations during construction.

**Perspective on Market Risk, Project Timing and California Regulations:** Strategic decisions to shield the City from these economic headwinds, avoid cost overruns, and ensure the City's vital public safety operations remain fully functional throughout the entire project.

### Construction Phase

**Project Schedule:** Recommend as to the integrated master schedule for all four facilities across all phases and including the critical path, key milestones, project task dependencies, control processes, etc.

**Project Controls:** Frameworks in place to ensure the Projects proceed according to the construction timeline(s) proposed and what tools will you employ to develop early and accurate cost estimates for such complex renovation and rebuild work?

### Specific Prior Experience and Cost Proposal

**Project Financing:** Experience with, and any best practices or "lessons learned" from, cities that have undertaken similar projects through the issuance of general obligation bonds and how to properly align the financing mechanism(s) with the construction schedule(s).

**Public Safety Building Standards:** Experience in upgrading aging (more than fifty years old) facilities and bringing them into compliance with California's (Board of State and Community Corrections - BSCC) Titles 15 and 24 - Minimum Standards for Local Detention Facilities and Essential Facilities.

### Overall Presentation Rating

Team member participants/attendees, presentation material, discussion items, response to questions, process clarification, etc.

**TOTAL - 100 POINTS POSSIBLE**

## APPENDIX B CONSTRUCTION PROJECT DELIVERY METHODS

	Design-Build (DB)	Design-Bid-Build (DBB)	Progressive Design-Build (PDB)	Construction Manager at Risk (CMAR)
<b>Description</b>	Owner provides a contract to a single firm that handles both the design and construction aspects	“Traditional project delivery” involving a design team and a general contractor working directly for the owner under separate contracts	“Stepped” or “integrated” approach in which everyone involved is on a single contract that is predetermined before design begins	Construction Manager (CM) acts a representative during both the design and construction phases and financially at risk
<b>Selection Criteria</b>	Best value/price, stipulated sum	Local bidders for lowest cost option	Qualifications based with fixed budget	Off-ramp options with cost certainty
<b>Owner Role</b>	Limited control over design/quality once contract awarded, need detailed procedures to “pre-qualify” entities	Maintain control over design process and development of plans and specifications for competitive bids	Highly involved and collaborative during design phase and lock-in a single source of contractual responsibility	Early input from builder for value engineering, as design (architect) and construction are separate contracts
<b>Cost Considerations</b>	Locks in pricing at earliest stage and often prior to fully defined scope	Competitive bidding process focused on lowest responsible contractor/bidder	Price commitment after design-build firm works with owner on scope, schedule, budget and terms	Guaranteed Maximum Price (GMP) agreed to by the CM
<b>Advantages</b>	Streamlined approach for fastest delivery	Sequential phases, most opportunity for local bidders and (sub-)contractors	Greater design control and defined scope when locking in pricing	Reduces risk for owner with ability to reject nonconforming contractor work
<b>Disadvantages</b>	Requires scoping documents to obtain best pricing	Takes longer to execute with less collaboration	Smaller bidding pool and more legally complex agreements	Shifts risk during pre-construction with contingencies

## APPENDIX C

### SCOPE OF SERVICES & WORK PLAN TO BE DEVELOPED IN THE STRATEGIC PLANNING PHASE FOR FUTURE MEASURE FP PHASES & PROJECT IMPLEMENTATION

Abbreviations for Project Phases: Strategic Planning (SP), Pre-Construction (PC), Construction (C), Commissioning and Close-Out (CC)		
SP1	Project Charter / Roadmap	<ul style="list-style-type: none"> <li>- Identify end-users, key stakeholders, and other decision makers to engage.</li> <li>- Review and agree on project goals, objectives, priorities and parameters.</li> <li>- Define team members, work breakdown structure (WBS), roles and responsibilities (primary and secondary/support functions), management approval processes, and communication protocols and standards.</li> </ul> <p>Note: City shall be notified at least thirty (30) days in advance by PM as to any proposed changes with or substitution of project team members.</p>
SP2	Master Program Schedule	<ul style="list-style-type: none"> <li>- Prepare, drive and monitor master schedule, including agreed to weekly and/or monthly reports on (non)conformance to the schedule.</li> <li>- Utilize Critical Path Method (CPM) scheduling to identify dependencies and potential bottlenecks, optimize resource allocation, and manage risk.</li> <li>- Map out key milestones for design, permitting, and construction planning.</li> <li>- Track project activities, events, and progress across all phases.</li> </ul>
SP3	Master Program Budget	<ul style="list-style-type: none"> <li>- Incorporate all project phases and elements, including design, construction, temporary facilities, permitting and contingencies.</li> <li>- Perform cost estimating and budget reconciliation at each milestone.</li> <li>- Develop cash flow forecasts and identify cost-saving opportunities.</li> <li>- Monitor contractor pay applications in line with procurement strategy.</li> <li>- Track change orders based on work progress/contractual obligations.</li> <li>- Produce at minimum monthly total project financial summaries/reports.</li> <li>- Establish cost management policies and procedures and financial controls, including agreed to definitions for all cost categories or “buckets”.</li> </ul>
SP4	Management Processes & Controls	<ul style="list-style-type: none"> <li>- Identify a project management platform/software to guide decision-making through the use of key performance indicators (KPIs) and other metrics.</li> <li>- Implement a document control system with a master filing index and routing protocols/control structures for proper storage and archiving of documents.</li> <li>- Develop uniform reporting procedures, templates and technology formats.</li> </ul>
SP5	Delivery Method Selection	<ul style="list-style-type: none"> <li>- Assess the advantages and challenges of the various delivery approaches.</li> <li>- Determine the best path forward based on budget considerations and funding structure; complexity of facilities being designed and constructed; level of flexibility needed to manage risks, unforeseen conditions, and quality goals; and schedule/timeline expectations balanced with efficiency.</li> </ul>
SP6	Entitlement, Permitting & Environmental Considerations	<ul style="list-style-type: none"> <li>- Develop preliminary site phasing, logistics, and requirements for continuity of operations, including potential temporary facility alternatives.</li> <li>- Identify relevant entitlements or permits that could impact the schedule.</li> <li>- Flag potential environmental constraints, risks or assumptions.</li> <li>- Consider opportunities to streamline such approval processes.</li> </ul>
PC1	Design and Construction Teams	<ul style="list-style-type: none"> <li>- Lead procurement of project professionals (architects, designers, contractors, construction managers, engineers, inspectors, utility providers, etc.).</li> <li>- Prepare pre-qualification process and analysis for various solicitations.</li> <li>- Make recommendations and assist with contract award negotiations, including with cost estimation and value engineering assessments and suggestions.</li> </ul> <p>Develop and review design documents for continuity of operations, adherence to design standards and space constructability, and based on project risk.</p>

<b>PC2</b>	<b>Master Project Processes &amp; Controls</b>	<ul style="list-style-type: none"> <li>- Develop a project execution plan (PEP) for each facility that outlines key team roles, communication protocols, and decision-making hierarchies.</li> <li>- Implement a document control system to maintain, access and log all permits, approvals, records, and other authorizations, including but not limited to RFIs, submittals, meeting minutes, plan reviews, design updates/changes, etc.</li> <li>- Review and comment on general contractors' procurement policies along with general conditions/standards, requirements and construction duration.</li> <li>- Provide day-to-day interface with the prime contractor and operational staff.</li> </ul>
<b>PC3</b>	<b>Master Project Budget(s)</b>	<ul style="list-style-type: none"> <li>- Compile life-cycle cost analysis (LCCA) to prepare cost estimates and prioritize building systems, facility finishes and modernized components.</li> <li>- Establish quality assurance (QA) summary and progress/status reports for tracking deliverables, submittal reviews, contractor decisions, and change directives, including pending, proposed and completed change orders.</li> <li>- Develop a risk management framework to prevent costly disruptions.</li> <li>- Provide monthly total project budgets, financial and cash flow summaries with calculations such as inception-to-date (ITD) balances, estimate at completion (EAC) forecasts, cost performance index (CPI), and burn rate.</li> </ul>
<b>PC4</b>	<b>Master Project Schedule(s)</b>	<ul style="list-style-type: none"> <li>- Finalize construction start and completion dates for each facility.</li> <li>- Coordinate with contractors/other consultants related to equipment, materials procurement, delivery and installation timelines for each facility.</li> <li>- Conduct regular (based on agreed to and established schedule) progress meetings to review for ongoing costs, scope, long lead times, constructability, end-user needs, schedule feasibility and any other emergent issues/risks.</li> <li>- Submit weekly summary of ongoing activities benchmarked, milestones completed, and projection of work to be achieved in the next thirty days.</li> </ul>
<b>C1</b>	<b>Job Start Meeting(s)</b>	<ul style="list-style-type: none"> <li>- In accordance with general conditions and contract documents, agenda to include items such as lines of communication, deferred approvals, site coordination plan, safety and quality, pre-installation conferences, testing and inspection, payment applications, submittals, procedures for processing field conditions, and occupancy requirements.</li> </ul>
<b>C2</b>	<b>Work Summary</b>	<ul style="list-style-type: none"> <li>- Sequencing and work tasks of all trades, subcontractors, and utility service providers, as well as any work restrictions that may apply to specific areas, ingress/egress, 'quick release' mechanisms or construction activities.</li> <li>- Review owner furnished, owner installed (OFOI) and owner furnished, contractor installed (OFCI) requirements and establish timelines for delivering and installing such property or building appurtenances.</li> </ul>
<b>C3</b>	<b>Site Logistics</b>	<ul style="list-style-type: none"> <li>- Identify laydown areas, program layout, and contractor mobilization.</li> <li>- Consider traffic control, signal preemption and public access needs.</li> <li>- Establish power integration and any backup generators for duplicative systems, and validate mechanical and sewer line program elements.</li> <li>- Map out separation zones and circulation based on program needs.</li> </ul>
<b>C4</b>	<b>Progress Meetings</b>	<ul style="list-style-type: none"> <li>- Weekly meetings to validate decisions, milestones have been reached, and dates have been established for completion of critical tasks.</li> <li>- Implement and monitor a dedicated 24/7 hotline for community residents.</li> <li>- Report rejected work immediately to the city and recommend courses of action when requirements of any contract(s) are not being fulfilled.</li> </ul>
<b>C5</b>	<b>Submittals, RFIs, and Material Procurement Items</b>	<ul style="list-style-type: none"> <li>- Submittals, especially with long lead items, to be reviewed/approved.</li> <li>- Contractor to submit RFIs following the Notice to Proceed (NTP).</li> <li>- Utilize a web-based document control system to ensure timely responses to contractor's questions and to track, follow up on, and report submittals.</li> <li>- Assist architect regarding any questions from contractor on the meaning and intent of drawings, specifications and/or any other planning documents.</li> </ul>

<b>C6</b>	<b>Payment Application Protocol &amp; Change Order Management</b>	<ul style="list-style-type: none"> <li>- Contractor shall submit preliminary "pencil copy" of payment application request X number of days before the payment application due date.</li> <li>- Payment application to be itemized using the approved schedule of values (SOV) and reviewed before final payment application is submitted.</li> <li>- Change order requests to be evaluated for entitlement and fair cost estimate, and present approve/not approve recommendations to the city.</li> </ul>
<b>C7</b>	<b>Quality Assurance Controls</b>	<ul style="list-style-type: none"> <li>- Quality assurance (QA) manual to include quality of service, quality of technical work, and quality of final project based on specific tasks.</li> <li>- Quality management system (QMS) to encompass verifying vendor (sub)contractor work and materials/data; inspection of delivered material and equipment; and validation of work-in-progress and work-in-place.</li> <li>- Peer reviews for mechanical, engineering and plumbing (MEP) work.</li> <li>- Coordinate periodic inspection(s) by the architect of contractor work.</li> </ul>
<b>C8</b>	<b>Reporting &amp; Document Control Systems</b>	<ul style="list-style-type: none"> <li>- Provide at minimum monthly reports on items such as estimated percentage of completion, value of work in place, schedule, risks, potential claims, and mitigation strategies, actual versus planned construction expenditures, and deviations from the approved contract documents.</li> <li>- Utilize document control system to track submittals; process shop drawings and samples; and record all contracts, purchases, materials, equipment, handbooks, standards/codes, and operation manuals.</li> <li>- Rely on key performance indicator (KPI) metrics for milestones/progress.</li> </ul>
<b>C9</b>	<b>Health and Safety Plan &amp; Labor Compliance</b>	<ul style="list-style-type: none"> <li>- Site-specific Health and Safety Plan (HASP) in accordance with contract requirements and applicable local, state, and federal labor regulations.</li> <li>- Draft a special inspection and materials testing services RFP solicitation from third parties and coordinate/manage said services until completion.</li> </ul>
<b>CC1</b>	<b>Substantial Completion</b>	<ul style="list-style-type: none"> <li>- Conduct substantial completion walk throughs, direct architect's preparation of a punch list, and monitor contractor's punch list resolution/completion.</li> <li>- Oversee the commissioning matrix and manual, and ensure mechanical, electrical, plumbing, security, etc. systems function according to design, intent, and requirements of California Title 24 Building Standards Code.</li> <li>- Inspect, verify and document proper installation and performance of equipment, utilities, and operating systems and train building staff on such.</li> <li>- Establish a commissioning plan that serves as reference for the general contractor, guidance/direction for each phase of the commissioning, and structure to enable maximum system performance upon move-in.</li> </ul>
<b>CC2</b>	<b>Final Completion</b>	<ul style="list-style-type: none"> <li>- Coordinate the final inspection and transmit required guarantees, affidavits, releases, bonds and waivers; turn over all keys, manuals, record drawings, and maintenance stocks to the city; and assist with evaluation of any claims.</li> <li>- Assist in obtaining temporary and permanent certificates of occupancy.</li> <li>- Prepare and manage the approval process for "as-built" drawings.</li> <li>- File/process all notices of completion, coordinate final payment, secure final conditional lien releases, and make recommendation for project acceptance.</li> <li>- Provide a financial report that delineates the final costs of the program/project, including design, construction, inspection, FF&amp;E, and other soft costs.</li> <li>- Include any instructional programs for demonstration and training of staff on building systems, subsystems, equipment, and maintenance elements.</li> </ul>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	<b>CONTACT</b> NAME: Dani Schulze PHONE (A/C, No, Ext): 714-202-0390 E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com	<b>FAX</b> (A/C, No):
<b>INSURED</b> Griffin Structures Inc 1 Technology Dr., Building I Ste. 829 Irvine CA 92618	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Great American Assurance Company INSURER B: ARCH SPECIALTY INSURANCE COMPANY INSURER C: United Financial Casualty Company INSURER D: Oak River Insurance Company INSURER E: INSURER F:	<b>NAIC #</b> 26344 21199 11770 34630

License#: 6003745  
GRIFSTR-01**COVERAGES****CERTIFICATE NUMBER:** 1148201112**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLP5775546	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 5,000
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	06409713	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EXC5775547	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y	GRWC529454	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		Y	PDCPP0038504	12/31/2024	12/31/2025	Per Claim Aggregate Limit Deductible \$2,000,000 \$4,000,000 \$25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.  
Project: Fire Stations 1 and 2, rebuild the Main Police Station, and renovate the Police Annex Facility  
City of Redondo Beach, its officers, elected and appointed officials, employees are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

**CERTIFICATE HOLDER****CANCELLATION 30 Day Notice of Cancellation**City of Redondo Beach  
415 Diamond Street  
Redondo Beach CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The first **Named Insured** shall act on behalf of all **Insureds** for all purposes, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, complying with all applicable **Claim** provisions, giving and receiving notice of cancellation or nonrenewal, reimbursement to the **Insurer** of any **Retention** advanced and the exercise of the rights provided in Section 11. Extended Reporting Period or Section 24. Subrogation.

#### 24. SUBROGATION

In the event of any payment under this Policy, the **Insurer** shall be subrogated to all the **Insured's** rights of recovery against any person or organization and the **Insured** or **Additional Insured** (if applicable) shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** or **Additional Insured** (if applicable) shall do nothing to prejudice such rights.

The **Insurer** shall not exercise any such right against any **Insured**, **Additional Insured** (if applicable) or against any **Insured's** clients if prior to the **Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by such **Insured**.

All recoveries obtained through subrogation shall be applied equally towards the **Insured's Retention** and the **Insurer's** costs with any remaining balance payable to the **Insurer**.

#### 25. TITLES

The titles of the sections of and endorsements to, this Policy are for reference only. Such titles shall not be part of the terms and conditions of coverage.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA  
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule****Blanket Waiver**

**Person/Organization** Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

**Job Description**

All CA Operations

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: 12/31/2024

Policy No.: GRWC529454

Endorsement No.:

Insured:

Premium \$

Insurance Company: Oak River Insurance Company

Countersigned by \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on your policy. Such person or organization is an Additional Insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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.

A person's or organization's status as an Additional Insured under this endorsement ends when your operations for that Additional Insured are completed.

**B.** With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. supervisory, inspection, architectural or engineering activities.
2. "Bodily injury," or "property damage" occurring after:
  - a. 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
  - b. 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Schedule**

**Name of Additional Insured Person(s) or  
Organization(s):**

**Location and Description of Completed Operations:**

Any person or organization that "you" and such person or organization have agreed in writing in a contract that such person or organization be added as an additional insured on "your" policy, but only for "your work" performed during this policy period.

"Your work" performed during this policy period.

Additional Premium: Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that Additional Insured and included in the "products-completed operations hazard."

Policy # GLP5775546

**GAC 3649CG**  
(Ed. 11 06)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY NON-CONTRIBUTORY INSURANCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

This insurance is primary to any other insurance held by third parties with respect to work performed by you under written contractual agreements with such third parties and any other insurance which may be available to such third parties shall be non-contributory.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**Schedule**

<b>Name of Person or Organization:</b>
Any person or organization for whom or on whose behalf "you" are performing operations when "you" and such person or organization have agreed in writing in a contract or agreement to waive any right of recovery "we" may have against such person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.