CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, August 19, 2025

415 DIAMOND STREET, REDONDO BEACH

CITY COUNCIL CHAMBER

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

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

NOTICE OF MEMBER TELECONFERENCE

COUNCILMEMBER ZEIN OBAGI, JR. WILL PARTICIPATE REMOTELY FOR JUST CAUSE DUE TO CHILDCARE THAT PREVENTS HIM FROM ATTENDING IN PERSON. THE LEGISLATIVE BODY WAS NOTIFIED AT THE EARLIEST OPPORTUNITY POSSIBLE OF THE NEED TO PARTICIPATE REMOTELY FOR JUST CAUSE, INCLUDING A DESCRIPTION OF THE CIRCUMSTANCES RELATING TO THE NEED TO APPEAR REMOTELY AT THE MEETING. THIS IS THE FIRST SUCH USE OF THE JUST CAUSE PROVISION BY COUNCILMEMBER OBAGI THIS CALENDAR YEAR.

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

TO WATCH MEETING LIVE ON THE CITY'S WEBSITE:
https://redondo.legistar.com/Calendar.aspx
*Click "In Progress" hyperlink under Video section of meeting

TO WATCH MEETING LIVE ON YOUTUBE:
https://www.youtube.com/c/CityofRedondoBeachIT

TO JOIN THE MEETING VIA ZOOM (FOR PUBLIC INTERESTED IN SPEAKING. OTHERWISE, PLEASE SEE ABOVE TO WATCH/LISTEN TO MEETING):
Register in advance for this meeting:
https://www.zoomgov.com/webinar/register/WN_PweAMDucSfexk2tmnvze3Q
After registering, you will receive a confirmation email containing information about joining the meeting.
If you are participating by phone, be sure to provide your phone # when registering. You will be provided a Toll Free number and a Meeting ID to access the meeting. Note; press # to bypass Participant ID. Attendees will be muted until the public participation period is opened. When you are called on to speak, press *6 to unmute your line. Note, comments from the public are limited to 3 minutes per speaker.

eCOMMENT: COMMENTS MAY BE ENTERED DIRECTLY ON THE WEBSITE AGENDA

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

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

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

A. CALL MEETING TO ORDER

B. ROLL CALL

C. SALUTE TO FLAG AND INVOCATION

D. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS

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

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

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

F. RECESS TO CLOSED SESSION

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

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

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

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

F.3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

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

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

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

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

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

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

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

F.7. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case: New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: 22TRCP00203

F.8. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

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

Case Number: 23STCP00426

F.9. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

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

F.10. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege - Government Code Section 54956.9(d)(1).

Name of case:
David Poirier v. City of Redondo Beach
WCAB No: ADJ16707384

F.11. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege - Government Code Section 54956.9(d)(1).

Name of case:
Chad Smith v. City of Redondo Beach
WCAB No: Unassigned

F.12. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54956.8.

AGENCY NEGOTIATORS:
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

G. RECONVENE TO OPEN SESSION

H. ROLL CALL

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

J. ADJOURN TO REGULAR MEETING

6:00 PM - OPEN SESSION - REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. SALUTE TO THE FLAG AND INVOCATION

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

D.1. MAYOR'S COMMENDATION TO THE AYSO 17 NORTH REDONDO GIRLS 12U TEAM FOR WINNING THE 2025 AYSO NATIONAL GAMES CHAMPIONSHIP

E. APPROVE ORDER OF AGENDA

F. AGENCY RECESS

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

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS

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

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

H. CONSENT CALENDAR

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

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF AUGUST 19, 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 30336-30356 IN THE AMOUNT OF $24,232.99, PD. 8/1/25
DIRECT DEPOSIT 298509-299144 IN THE AMOUNT OF $2,376,926.79, PD. 8/1/25
CHECKS 30357-30371 IN THE AMOUNT OF $15,212.44, PD. 8/15/25
DIRECT DEPOSIT 299145-299793 IN THE AMOUNT OF $2,471,145.17, PD. 8/15/25

ACCOUNTS PAYABLE DEMANDS
CHECKS 120871-121177 IN THE AMOUNT OF $2,557,278.79
REPLACEMENT DEMANDS 120868-120870

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.5. APPROVE PLANS AND SPECIFICATIONS FOR THE PALLET SHELTER EXPANSION 2025 PROJECT, JOB NO. 2200/2201, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECT FOR COMPETITIVE BIDS

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.6. ADOPT BY 4/5 VOTE AND TITLE ONLY RESOLUTION NO. CC-2508-061, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2024-2025 FISCAL YEAR BUDGET MODIFICATION TO TRANSFER $1,100,000 OF PROPOSITION C FUNDS FROM THE AVIATION BOULEVARD RESURFACING PROJECT, JOB NO. 41440 TO THE MANHATTAN BEACH BOULEVARD RESURFACING - AVIATION BOULEVARD TO INGLEWOOD AVENUE PROJECT, JOB NO. 41160 IN EXCHANGE FOR $1,747,973 OF STPL FUNDS ALLOCATED TO THE MANHATTAN BEACH BOULEVARD RESURFACING PROJECT

ACCEPT AS COMPLETE THE MANHATTAN BEACH BOULEVARD RESURFACING - AVIATION BOULEVARD TO INGLEWOOD AVENUE PROJECT, JOB NO. 41160, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER AND RELEASE THE RETENTION PAYMENT 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. ACCEPT AS COMPLETE THE INGLEWOOD AVENUE AT MANHATTAN BEACH BOULEVARD INTERSECTION IMPROVEMENTS (SOUTHBOUND RIGHT TURN LANE) PROJECT, JOB NO. 40960, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY RECORDER AND AUTHORIZE RELEASE OF THE RETENTION PAYMENT 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.8. ADOPT BY TITLE ONLY ORDINANCE NO. 3296-25 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 3, CHAPTER 6, SECTION 3-6.03 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING METER LOCATIONS AND HOURLY RATES FOR THE INSTALLATION OF NEW PARKING METERS ON HERONDO STREET BETWEEN NORTH PACIFIC COAST HIGHWAY AND NORTH FRANCISCA AVENUE, FOR SECOND READING AND ADOPTION

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.9. APPROVE AN AGREEMENT WITH PHOENIX GROUP INFORMATION SYSTEMS FOR FALSE ALARM PERMIT MANAGEMENT AND FEE COLLECTION SERVICES FOR AN AMOUNT NOT TO EXCEED 16% OF THE FEES COLLECTED FOR THE TERM AUGUST 19, 2025 TO AUGUST 19, 2027

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.10. APPROVE THE RETIREMENT OF POLICE CANINES "ACE" AND "BALTON" AND THE ASSOCIATED CANINE TRANSFER AGREEMENTS AUTHORIZING THE HANDLERS, OFFICER DANIEL HALEY AND SERGEANT DAVID ARNOLD, TO PURCHASE THE CANINES FROM THE CITY FOR ONE DOLLAR EACH

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.11. APPROVE THE THIRD AMENDMENT TO AN AGREEMENT WITH FLOCK GROUP, INC. DBA FLOCK SAFETY TO IMPLEMENT TWO ADDITIONAL AUTOMATIC LICENSE PLATE READER CAMERAS IN THE HARBOR/PIER AREA FOR AN INITIAL AMOUNT OF $5,720 FOR THE TERM AUGUST 19, 2025 THROUGH JANUARY 18, 2026 AND $4,820 PER YEAR THEREAFTER FOR UP TO TWO YEARS, INCREASING THE TOTAL ANNUAL NOT TO EXCEED AMOUNT OF THE AGREEMENT, INCLUSIVE OF ALL AMENDMENTS, TO $29,820

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.12. APPROVE THE PURCHASE OF 114 BODY-WORN CAMERAS, LICENSES, ACCESSORIES, AND EXTENDED WARRANTIES FROM AXON ENTERPRISE, INC. UTILIZING A COOPERATIVE PURCHASE AGREEMENT WITH SOURCEWELL, FOR A FIVE-YEAR TERM BEGINNING OCTOBER 15, 2025 THROUGH OCTOBER 15, 2030, IN AN AMOUNT NOT TO EXCEED $789,722

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.13. APPROVE AN AMENDMENT TO THE AGREEMENT WITH SHARP PERFORMANCE INC. FOR THE CONTINUED PROVISION OF PROFESSIONAL SERVICES FOR PUBLIC SAFETY EMPLOYEES FOR A NEW NOT TO EXCEED TOTAL OF $151,200 AND AN EXTENDED TERM THROUGH NOVEMBER 30, 2026

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.14. APPROVE A TRANSIT SERVICE OPERATION AGREEMENT WITH THE CITY OF MANHATTAN BEACH TO PROVIDE OPERATION OF BEACH CITIES TRANSIT LINE 109 FOR A ONE-YEAR PERIOD, FROM JULY 1, 2025 THROUGH JUNE 30, 2026,

FOR A FEE OF $25,326

APPROVE A TRANSIT SERVICE OPERATION AGREEMENT WITH THE CITY OF EL SEGUNDO TO PROVIDE OPERATION OF BEACH CITIES TRANSIT LINE 109 FOR A ONE-YEAR PERIOD, FROM JULY 1, 2025 THROUGH JUNE 30, 2026, FOR A FEE OF $60,132

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-063, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2025-26 BUDGET MODIFICATION TO ALLOCATE $25,326 FROM THE CITY OF MANHATTAN BEACH FOR BEACH CITIES TRANSIT LINE 109 COST SHARING TO TRANSIT FUNDS

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-062, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2025-26 BUDGET MODIFICATION TO ALLOCATE $60,132 FROM THE CITY OF EL SEGUNDO FOR BEACH CITIES TRANSIT LINE 109 COST SHARING TO TRANSIT FUNDS

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

H.15. APPROVE AN AGREEMENT WITH KOSMONT & ASSOCIATES, INC. FOR REAL ESTATE CONSULTING SERVICES FOR AN AMOUNT NOT TO EXCEED $50,000 AND THE TERM AUGUST 19, 2025 TO AUGUST 18, 2026

CONTACT: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

H.16. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-064, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO ZOILA NORWOOD, AN INDIVIDUAL

APPROVE A LEASE WITH ZOILA NORWOOD FOR ADMINISTRATIVE OFFICE SPACE AT 111 W. TORRANCE BLVD., SUITE 100, FOR THE TERM AUGUST 19, 2025 TO AUGUST 18, 2030

CONTACT: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

H.17. ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2508-065, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROPRIATING $34,750 FROM THE UNALLOCATED GENERAL FUND BALANCE TO THE CITY MANAGER'S OFFICE CONTRACTUAL AND PROFESSIONAL SERVICES ACCOUNT

APPROVE AN AGREEMENT WITH FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES, INC. TO CONDUCT PUBLIC OPINION SURVEY RESEARCH ASSOCIATED WITH THE CITY'S COMMERCIAL RETAIL CANNABIS REGULATORY PROGRAM IN AN AMOUNT NOT TO EXCEED $34,750 FOR THE TERM AUGUST 19, 2025 TO AUGUST 18, 2026

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

H.18. RECEIVE AND FILE THE CITY TREASURER'S FOURTH QUARTER, FISCAL YEAR

2024-25 REPORT

CONTACT: EUGENE SOLOMON, CITY TREASURER

H.19. APPROVE THE CITY'S STATEMENT OF INVESTMENT POLICY 2025, AS AMENDED

CONTACT: EUGENE SOLOMON, CITY TREASURER

H.20. APPROVE THIRD AMENDMENT TO CLEAR MEMORANDUM OF UNDERSTANDING FOR SERVICES RENDERED FROM JULY 1, 2024 to JUNE 30, 2025 AND TO EXTEND THE TERM TO JUNE 30, 2026 AT A RATE OF $110,000 ANNUALLY, NOT TO EXCEED $220,000

CONTACT: JOY A. FORD, CITY ATTORNEY

H.21. 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.22. AUTHORIZE THE MAYOR TO SIGN A LETTER OF SUPPORT FOR SENATE BILL 812, WHICH, IF APPROVED BY THE STATE, WOULD EXPAND COVERAGE FOR MENTAL HEALTH AND SUBSTANCE USE SERVICES OFFERED AT QUALIFIED YOUTH DROP-IN CENTERS

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

I. EXCLUDED CONSENT CALENDAR ITEMS

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

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

K. EX PARTE COMMUNICATIONS

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

L. PUBLIC HEARINGS

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF THE CONCEPTUAL PLANS FOR THE REDONDO BEACH BOULEVARD ACTIVE TRANSPORTATION PROJECT AND THE NORTH REDONDO BEACH BIKEWAY EXTENSION TO GRANT AVENUE & MOBILITY HUB PROJECT

APPROVE FUNDING AGREEMENT #9200000000MATC1104 BETWEEN THE CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY METROPOLITAN

TRANSPORATION AUTHORITY FOR THE REDONDO BEACH BOULEVARD ACTIVE TRANSPORTATION PROJECT

APPROVE AN AGREEMENT FOR CONSULTING SERVICES WITH CRASSOCIATES, INC. FOR AN AMOUNT NOT TO EXCEED $1,119,485 TO PREPARE FINAL PLANS AND SPECIFICATIONS FOR THE TWO PROPOSED PROJECTS

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

N.2. DISCUSSION AND POSSIBLE ACTION REGARDING UPDATES TO THE REDONDO BEACH MUNICIPAL CODE TO REGULATE SMOKE SHOPS AND A REVIEW OF THE CITY'S CURRENT TOBACCO RETAIL PERMIT REQUIREMENTS

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

N.3. DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S CROSSING GUARD PROGRAM

APPROVE AN AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES IN AN AMOUNT NOT TO EXCEED $138,158 AND THE TERM AUGUST 19, 2025 TO JUNE 30, 2026

RECEIVE AND FILE INFORMATION REGARDING THE LOCATIONS IN THE CITY THAT RECEIVE CROSSING GUARD SERVICES AND PROVIDE DIRECTION ON THE NUMBER AND TYPE OF SERVICES TO BE PROGRAMMED IN THE COMING SCHOOL YEAR AND BEYOND

CONTACT: JOE HOFFMAN, CHIEF OF POLICE
JANE CHUNG, ASSISTANT TO THE CITY MANAGER

O. CITY MANAGER ITEMS

P. MAYOR AND COUNCIL ITEMS

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

R. RECESS TO CLOSED SESSION

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

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

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

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

R.3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

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

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

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

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

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

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

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

R.7. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case: New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: 22TRCP00203

R.8. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

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

Case Number: 23STCP00426

R.9. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

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

R.10. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege - Government Code Section 54956.9(d)(1).

Name of case:
David Poirier v. City of Redondo Beach
WCAB No: ADJ16707384

R.11. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege - Government Code Section 54956.9(d)(1).

Name of case:
Chad Smith v. City of Redondo Beach
WCAB No: Unassigned

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, September 2, 2025, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

Administrative Report

R.1., **File #** 25-1165 **Meeting Date:** 8/19/2025

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

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

Administrative Report

R.2., **File #** 25-1166 **Meeting Date:** 8/19/2025

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

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

Administrative Report

F.3., **File #** 25-1167 **Meeting Date:** 8/19/2025

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

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

Administrative Report

R.4., **File #** 25-1168 **Meeting Date:** 8/19/2025

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

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

Administrative Report

R.5., **File #** 25-1169 **Meeting Date:** 8/19/2025

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

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

Administrative Report

R.6., **File #** 25-1170 **Meeting Date:** 8/19/2025

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

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

Administrative Report

R.7., **File #** 25-1171 **Meeting Date:** 8/19/2025

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

Name of case: New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: 22TRCP00203

Administrative Report

R.8., **File #** 25-1172 **Meeting Date:** 8/19/2025

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

Name of case: New Commune DTLA, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, et al.
Case Number: 23STCP00426

Administrative Report

R.9., **File #** 25-1173 **Meeting Date:** 8/19/2025

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

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

Administrative Report

R.10., **File #** 25-1174 **Meeting Date:** 8/19/2025

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

Name of case:
David Poirier v. City of Redondo Beach
WCAB No: ADJ16707384

Administrative Report

R.11., **File #** 25-1175 **Meeting Date:** 8/19/2025

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

Name of case:
Chad Smith v. City of Redondo Beach
WCAB No: Unassigned

Administrative Report

F.12., **File #** 25-1195 **Meeting Date:** 8/19/2025

TITLE

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

AGENCY NEGOTIATORS:
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

Administrative Report

D.1., **File #** 25-1143 **Meeting Date:** 8/19/2025

TITLE

MAYOR'S COMMENDATION TO THE AYSO 17 NORTH REDONDO GIRLS 12U TEAM FOR WINNING THE 2025 AYSO NATIONAL GAMES CHAMPIONSHIP

Administrative Report

F.1., **File #** 25-1105 **Meeting Date:** 8/19/2025

TITLE

SPECIAL MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

AGENDA
SPECIAL MEETING
REDONDO BEACH HOUSING AUTHORITY
TUESDAY, AUGUST 19, 2025 - 6:00 P.M.
REDONDO BEACH COUNCIL CHAMBERS
415 DIAMOND STREET

CALL MEETING TO ORDER

ROLL CALL

A. APPROVAL OF ORDER OF AGENDA

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION

B1. BLUE FOLDER ITEMS

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

C. CONSENT CALENDAR #C1 through #C4

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

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Special Housing Authority meeting of August 19, 2025.

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

C3. APPROVAL OF MINUTES OF THE FOLLOWING MEETING:
A. June 17, 2025

C4. APPROVAL TO SUBMIT THE SECTION EIGHT MANAGEMENT ASSESSMENT PROGRAM (SEMAP) TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

Contact: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

D. EXCLUDED CONSENT CALENDAR ITEMS

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

F. EX PARTE COMMUNICATIONS

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

G. PUBLIC HEARINGS

H. OLD BUSINESS

I. NEW BUSINESS

J. MEMBERS ITEMS AND REFERRALS TO STAFF

K. ADJOURNMENT

The next scheduled meeting of the Redondo Beach Housing Authority is a Regular meeting on Tuesday, September 2, 2025, at 6:00 p.m. in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

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

An Agenda Packet is available 24 hours a day at www.redondo.org under the City Clerk and during City Hall hours. Agenda Packets are also available for review in the Office of the City Clerk.

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

REDONDO BEACH

Community Services Department
1922 Artesia Boulevard
Redondo Beach, California 90278
www.redondo.org
tel: 310 318-0610
fax: 310 798-8273

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	Redondo Beach Housing Authority
Posting Type	Agenda – August 19, 2025 Special Meeting
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ City Hall Kiosk ✓ City Clerk's Counter, Door "1"
Meeting Date & Time	August 19, 2025 6:00 p.m.

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

Elizabeth Hause, Housing Administrator

Date: August 6, 2025

REGULAR MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

CALL MEETING TO ORDER

Chair Light called a Regular Meeting of the Redondo Beach Housing Authority (RBHA) to order at 6:36 p.m. in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

ROLL CALL

RBHA Members Present: Waller, Castle, Kaluderovic, Obagi, Behrendt
Chair Light

Commissioners Present: Price, Newton

Officials Present: Eleanor Manzano, City Clerk
Mike Witzansky, City Manager
Joy Ford, City Attorney
Elizabeth Hause, Community Services Director
Laura Diaz, Deputy City Clerk/Records Mgmt. Coordinator

A. APPROVAL OF ORDER OF AGENDA

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

Motion carried 5-0 by voice vote.

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION - None

B.1. BLUE FOLDER ITEMS - None

C. CONSENT CALENDAR - #C1 through #C3

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Housing Authority meeting of June 17, 2025.

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

C3. RECEIVE AND FILE THE QUARTERLY STATUS REPORT ON SECTION 8 AND

FAIR HOUSING PROGRAMS

Contact: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

Motion by Member Obagi, seconded by Member Kaluderovic, to approve the Consent Calendar Items C1 – C3 as presented.

Chair Light invited public comment.

City Clerk Manzano reported no one online and no eComments.

Motion carried 5-0 by voice vote.

D. EXCLUDED CONSENT CALENDAR ITEMS - None

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Chair Light invited public comments on Non-Agenda Items.

City Clerk Manzano reported on one online and no eComments.

F. EX PARTE COMMUNICATIONS - None

G. PUBLIC HEARINGS - None

H. OLD BUSINESS - None

I. NEW BUSINESS

I1. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES FOR THE IMPLEMENTATION OF THE FOSTER YOUTH TO INDEPENDENCE PROTECTION VOUCHER PROGRAM

Recommendation: Approve MOU with DCFS for the administration of the Foster Youth to Independence Voucher Program.

CONTACT: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

Community Services Director and Housing Administrator Elizabeth Hause introduced Imelda Delgado as the new Housing Manager; spoke of the new voucher program that the City's Housing Authority will assist in implementing and administering; reported the City will receive five vouchers; explained it is a HUD initiative in an effort to prevent youth homelessness by capturing those that are essentially aging out of the foster system; noted the program is administered through DCFS; stated what they are looking for tonight is approval of the City's contract with DCFS, so that they can help implement the program locally; shared some highlights of the program:

- For youths between the ages of 18 and 24
- They can be on the program for up to 36 months
- Support system that helps them learn to manage budgets, go shopping, fill the fridge, manage accounting, get a job and interview techniques.

Director Hause stated they are asking for Council to approve the contract so they can begin accepting applications to the program from local youths.

Chair Light asked if they have any candidates for the program.

Director Hause believed City Attorney Ford has one that is eligible.

Member Kaluderovic asked how quickly the vouchers were available; spoke of the vouchers not being impacted by the federal government's decisions to reduce some Section 8 vouchers; felt that the 36 months gave them a better chance with landlords; thanked the City Attorney, and Community Services for all they have done to make this happen.

Motion by Member Kaluderovic, seconded by Member Waller, to approve MOU with DCFS for the administration of the Foster Youth to Independence Voucher Program.

Chair Light invited public comment.

City Clerk Manzano reported no one online and no eComments.

Motion carried 5-0 by voice vote.

J. MEMBERS ITEMS AND REFERRALS TO STAFF - None

K. ADJOURNMENT – 6:43 p.m.

There being no further business to come before the Redondo Beach Housing Authority, Member Obagi moved, seconded by Member Castle, to adjourn the meeting at 6:43 p.m. back to a Regular Meeting of the City Council on Tuesday, June 17, 2025, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

Motion carried 5-0 by voice vote.

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

Respectfully submitted,

_____
Eleanor Manzano, CMC
City Clerk

Administrative Report

Authority Action Date: August 19, 2025

To: CHAIRMAN AND MEMBERS OF THE HOUSING AUTHORITY

From: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

Subject: APPROVAL TO SUBMIT THE SECTION EIGHT MANAGEMENT ASSESSMENT PROGRAM (SEMAP) TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

RECOMMENDATION

Authorize the City of Redondo Beach Housing Authority's electronic submittal of the Section Eight Management Assessment Program (SEMAP) certification to the U.S. Department of Housing and Urban Development (HUD) for fiscal year 2024-2025.

EXECUTIVE SUMMARY

The City of Redondo Beach Housing Authority (RBHA) completed a quality control review consisting of 14 key indicators designed to measure performance. As a result, the RBHA adequately administered the Housing Choice Voucher (Section 8) rental assistance program.

BACKGROUND

In 1998, HUD introduced the SEMAP to be submitted by Public Housing Authorities (PHAs) annually. SEMAP is a management assessment system that is used to determine the performance of the PHAs administering the Housing Choice Voucher (Section 8) tenant-based rental assistance program.

Under SEMAP, HUD requires a review consisting of 14 key indicators ranging from proper selection of applicants from the Section 8 waiting list, accurate verification of family income, to timely Housing Quality Standards (HQS) inspections. The yearly process requires PHAs to submit an electronic certification form via the HUD portal to assure that all mandatory supervisory quality control reviews have been conducted.

Submitted by:
Elizabeth Hause, Housing Administrator

Approved for forwarding by:
Mike Witzansky, City Manager

Attachments:
- SEMAP Cert. (HUD-52648) form

Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0215
(exp. 12/31/2026)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Instructions Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)
Redondo Beach Housing Authority	06/30/2025	08/25/2025

Check here if the PHA expends less than $300,000 a year in Federal awards ☐
Indicators 1 - 7 will not be rated if the PHA expends less than $300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than $300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1. Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))
(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response **Yes** ☑ **No** ☐

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response **Yes** ☑ **No** ☐

2. Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)
(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response **Yes** ☑ **No** ☐

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response ☑ **At least 98% of units sampled** ☐ **80 to 97% of units sampled** ☐ **Less than 80% of units sampled**

3. Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)
The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response ☑ **At least 90% of files sampled** ☐ **80 to 89% of files sampled** ☐ **Less than 80% of files sampled**

4. Utility Allowance Schedule. (24 CFR 982.517)
The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response **Yes** ☑ **No** ☐

5. HQS Quality Control Inspections. (24 CFR 982.405(b))
A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

PHA Response **Yes** ☐ **No** ☑

6. HQS Enforcement. (24 CFR 982.404)
The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response ☑ **At least 98% of cases sampled** ☐ **Less than 98% of cases sampled**

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).
Applies only to PHAs with jurisdiction in metropolitan FMR areas.
Check here if not applicable ☐

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.
PHA Response **Yes** ✔ **No** ☐

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.
PHA Response **Yes** ✔ **No** ☐

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.
PHA Response **Yes** ✔ **No** ☐

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.
PHA Response **Yes** ✔ **No** ☐

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.
PHA Response **Yes** ✔ **No** ☐

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.
PHA Response **Yes** ✔ **No** ☐

8. Payment Standards. The PHA has adopted payment standards schedule(s) in accordance with § 982.503.

PHA Response **Yes** ✔ **No** ☐

Enter FMRs and payment standards (PS)

0-BR FMR	1-BR FMR	2-BR FMR	3-BR FMR	4-BR FMR
2380	2680	3400	4360	4810
PS 2261	**PS** 2546	**PS** 3230	**PS** 4142	**PS** 4570

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

PHA Response **Yes** ✔ **No** ☐

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

PHA Response **Yes** ✔ **No** ☐

11. Initial HQS Inspections. Newly leased units pass HQS inspection within the time period required. This includes both initial and turnover inspections for the PBV program. (24 CFR 982.305; 983.103(b)-(d)).

PHA Response **Yes** ✔ **No** ☐

12. Periodic HQS Inspections. The PHA has met its periodic inspection requirement for its units under contract (982.405 and 983.103(e)).

PHA Response **Yes** ✔ **No** ☐

13. Lease-Up. The PHA executes housing assistance contracts for the PHA's number of baseline voucher units, or expends its annual allocated budget authority.

PHA Response **Yes** ✔ **No** ☐

14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)
Applies only to PHAs required to administer an FSS program .
Check here if not applicable ✔

PHA Response

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

or, Number of mandatory FSS slots under HUD-approved exception

b. Number of FSS families currently enrolled

c. Portability: If you are the **initial** PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b + c divided by a)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)
Applies only to PHAs required to administer an FSS program .
Check here if not applicable ✔

PHA Response **Yes** ☐ **No** ☐

Portability: If you are the **initial** PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Deconcentration Bonus Indicator (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

(1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;

(2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;

or

(3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response **Yes** ☐ **No** ✔ **If yes, attach completed deconcentration bonus indicator addendum.**

I hereby certify under penalty of perjury that, to the best of my knowledge, the above responses are true and correct for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Executive Director, signature

Date (mm/dd/yyyy) _____

Chairperson, Board of Commissioners, signature

Date (mm/dd/yyyy) _____

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) _____

PHA Name _____

Principal Operating Area of PHA _____
(The geographic entity for which the Census tabulates data)

Special Instructions for State or regional PHAs. Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

2020 Census Poverty Rate of Principal Operating Area _____

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

1) _____ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.

_____ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.

_____ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).

Is line c 50% or more? **Yes** ☐ **No** ☐

2) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.

_____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.

_____ c. Number of Section 8 families with children who moved during the last completed PHA FY.

_____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).

Is line d at least two percentage points higher than line a? **Yes** ☐ **No** ☐

3) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.

_____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.

_____ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.

_____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).

Is line d at least two percentage points higher than line a? **Yes** ☐ **No** ☐

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.

See instructions above concerning bonus points for State and regional PHAs.

Administrative Report

G.1., **File #** 25-1156 **Meeting Date:** 8/19/2025

TITLE

For Blue Folder Documents Approved at the City Council Meeting

Administrative Report

H.1., **File #** 25-1157 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF AUGUST 19, 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	August 19, 2025	4:30 p.m. Closed Session 6:00 p.m. Open Session

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

Eleanor Manzano, City Clerk

Date: August 15, 2025

Administrative Report

H.2., **File #** 25-1158 **Meeting Date:** 8/19/2025

TITLE

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

Administrative Report

H.3., **File #** 25-1159 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES: NONE

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk

Administrative Report

H.4., **File #** 25-1023 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

PAYROLL DEMANDS
CHECKS 30336-30356 IN THE AMOUNT OF $24,232.99, PD. 8/1/25
DIRECT DEPOSIT 298509-299144 IN THE AMOUNT OF $2,376,926.79, PD. 8/1/25
CHECKS 30357-30371 IN THE AMOUNT OF $15,212.44, PD. 8/15/25
DIRECT DEPOSIT 299145-299793 IN THE AMOUNT OF $2,471,145.17, PD. 8/15/25

ACCOUNTS PAYABLE DEMANDS
CHECKS 120871-121177 IN THE AMOUNT OF $2,557,278.79
REPLACEMENT DEMANDS 120868-120870

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

- 08192025_RECOMMENDATION_TO_APPROVE
- 08192025_VENDOR_INVOICE_LIST

RECOMMENDATION TO APPROVE
PAYROLL AND ACCOUNTS PAYABLE
COUNCIL MEETING AUGUST 19, 2025

a. Payroll Demands

- **Checks 30336-30356, $24,232.99, Pd.8/1/25**
- **Direct Deposit 298509-299144, $2,376,926.79, Pd.8/1/25**
- **Checks 30357-30371, $15,212.44, Pd.8/15/25**
- **Direct Deposit 299145-299793, $2,471,145.17, Pd.8/15/25**

b. Accounts Payable Demands

- **Checks 120871-121177, $2,557,278.79**

Replacement Demands

120868	**Bennet-Bowen & Lighthouse (Replaced ck #119420-Never rec'd)**	**$2,263.66**
120869	**California Traffic Control (Replaced ck #119188-Never rec'd)**	**$325.00**
120870	**Rachel Elizondo (Replaced ck #119481-Never rec'd)**	**$200.00**

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
12675 #1 ALL SAFE & SECURE										
7-2025city		07/31/2025	10325581	08192025	120871	140.00	08/11/2025	INV	PD	FINGERPRINTS JULY 2025
15143 ABOVE DESIGN INC										
E2025-259		07/08/2025	10325591	08192025	120872	631.00	08/07/2025	INV	PD	REFUND INSP &DEPOSIT FEE
69 ADAMSON POLICE PRODUCTS										
INV437508		07/12/2025	10325838	08192025	120873	4,899.24	08/12/2025	INV	PD	GAS MASK FILTERS
10623 ADLERHORST INTERNATIONAL LLC										
123541		07/25/2025	10325821	08192025	120874	350.00	07/31/2025	INV	PD	BOARDING K9 WOUTER 07/12/
123551		07/25/2025	10325824	08192025	120875	96.98	07/31/2025	INV	PD	NEOPRENE GAUNTLET SLEEVE
						446.98				
8759 ALAN'S LAWNMOWER & GARDEN CENTER										
95369		08/01/2025	10325531	08192025	120876	190.11	08/31/2025	INV	PD	HEDGE TRIMMER TUNE-UP FOR
95372		08/01/2025	10325532	08192025	120876	59.42	08/31/2025	INV	PD	RECOIL REPAIR ON HEDGE TR
95373		08/01/2025	10325533	08192025	120876	19.58	08/31/2025	INV	PD	DIAGNOSTIC HEDGE TRIMMER
95374		08/01/2025	10325534	08192025	120876	869.71	08/31/2025	INV	PD	PRO TORQUE TRIMMER FOR PA
						1,138.82				
12753 ALESHIRE & WYNDER LLP										
97402		07/16/2025	10325734	08192025	120877	708.50	08/11/2025	INV	PD	6/25 SB-9 Legal Fees
118 ALL AMERICAN ASPHALT										
20	6352	07/30/2025	10325871	08192025	120878	28,694.71	08/07/2025	INV	PD	INGLEWOOD AVE AT MANHATTA
20A	5647	07/30/2025	10325872	08192025	120878	9.00	08/07/2025	INV	PD	MBB & INGLEWOOD JOB 40960
						28,703.71				
15176 ALTA VISTA ELEMENTARY PTA										
169965		07/29/2025	10325264	08192025	120879	1,000.00	07/29/2025	INV	PD	REFUND 169965 5 SCHOOLTRI
14070 AMAMI CAPITAL, LLC										
E-8084		07/14/2025	10325886	08192025	120880	295.00	08/07/2025	INV	PD	REFUND DEPOSIT E-8084 PER
E-8085		07/14/2025	10325891	08192025	120880	295.00	08/07/2025	INV	PD	REFUND DEPOSIT E-8085. PE
E-8086		07/14/2025	10325893	08192025	120880	295.00	08/07/2025	INV	PD	REFUND DEPOSIT E-8086. PE
E2023-1795		07/14/2025	10325894	08192025	120880	1,207.00	08/07/2025	INV	PD	REFUND DEPOSIT E2023-1795
E2023-1845		07/21/2025	10325895	08192025	120880	54.00	08/07/2025	INV	PD	REFUND DEPOSIT E2023-1845
						2,146.00				
144 AMERICAN CITY PEST CONTROL INC.										
PEST-FAC 7/25		07/31/2025	10325470	08192025	120881	877.00	08/29/2025	INV	PD	PEST CONTOL-CITY FACILITI
PEST-HARBOR 7/25		07/31/2025	10325469	08192025	120881	601.00	08/29/2025	INV	PD	PEST CONTROL HARBOR-07/25

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						1,478.00				
163 AMERICAN PUBLIC TRANSPORTATION ASSOCIATI										
424073		08/07/2025	10325937	08192025	120882	5,000.00	08/07/2025	INV	PD	APTA MEMBERSHIP
176 AMERICAN TEXTILE MAINTENANCE COMPANY										
21266740	7019	07/18/2025	10325796	08192025	120883	279.20	08/07/2025	INV	PD	JAIL FACILITY LINEN SERVI
21268607	7019	07/22/2025	10325802	08192025	120883	262.45	08/07/2025	INV	PD	JAIL FACILITY LINEN SERVI
21270617	7019	07/25/2025	10325804	08192025	120883	279.20	08/07/2025	INV	PD	JAIL FACILITY LINEN SERVI
21272650	7019	07/29/2025	10325807	08192025	120883	287.47	08/07/2025	INV	PD	JAIL FACILITY LINEN SERVI
21274955	7019	08/01/2025	10325809	08192025	120883	273.21	08/07/2025	INV	PD	JAIL FACILITY LINEN SERVI
21276818	7019	08/05/2025	10325810	08192025	120883	275.53	08/07/2025	INV	PD	JAIL FACILITY LINEN SERVI
						1,657.06				
3634 ANDERSON, JOHN										
POA 07/04/2025		04/29/2025	10325711	08192025	120884	286.00	08/11/2025	INV	PD	POA SURVEY OF OLD & NEW T
213 AQUA-FLO										
SI2575380		07/17/2025	10325897	08192025	120885	390.98	08/15/2025	INV	PD	IRRIGATION SUPPLIES FOR P
SI2575417		07/15/2025	10325898	08192025	120885	400.91	08/15/2025	INV	PD	IRRIGATION SUPPLIES FOR P
SI2576167		07/22/2025	10325211	08192025	120885	58.49	08/15/2025	INV	PD	DRIP INSERT COUPLING - IR
SI2577765		07/24/2025	10325281	08192025	120885	675.24	08/15/2025	INV	PD	PARKS IRRIGATION SUPPLIES
SI2581624		07/29/2025	10325899	08192025	120885	127.49	08/15/2025	INV	PD	IRRIGATION SUPPLIES FOR P
						1,653.11				
11606 ARCHITERRA, INC.										
34107	5726	07/22/2025	10325517	08192025	120886	1,177.00	08/07/2025	INV	PD	TASK #4 ON-CALL AGREEMENT
15201 ASK DEVELOPMENT LLC										
2111CLARK-REFUND		08/07/2025	10325901	08192025	120887	3,000.00	08/07/2025	INV	PD	DEMO DEPOSIT REFUND FOR 2
12137 AT&T										
575350		07/16/2025	10325682	08192025	120888	120.00	07/16/2025	INV	PD	SERVICES REQUESTED BY DET
15139 AT&T MOBILITY										
X08042025		07/26/2025	10325656	08192025	120889	120.72	08/11/2025	INV	PD	FIRSTNET MOBILE HOTSPOT
8029 ATHENS SERVICES										
19661063	7078	07/01/2025	10325988	08192025	120890	462,034.06	08/11/2025	INV	PD	TRASH SERVICE-RESIDENTIAL
19871672	7058	08/01/2025	10325837	08192025	120890	13,615.84	08/15/2025	INV	PD	PIER COMPACTOR ROLL-OFF S
19871703	7058	08/01/2025	10325840	08192025	120890	2,113.81	08/15/2025	INV	PD	PIER COMPACTOR ROLL-OFF S
						477,763.71				
10701 AXON ENTERPRISE, INC.										
INUS365917	7074	08/01/2025	10325961	08192025	120891	22,911.90	08/30/2025	INV	PD	AXON TASER 7s YEAR 1 (8/1

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
291 BAKER & TAYLOR										
2039145379		07/01/2025	10325389	08192025	120892	337.48	08/01/2025	INV	PD	BOOKS
2039156593		07/01/2025	10325391	08192025	120892	581.79	08/01/2025	INV	PD	BOOKS
2039163564		07/02/2025	10325388	08192025	120892	52.53	08/01/2025	INV	PD	BOOKS
2039168981		07/10/2025	10325392	08192025	120892	597.10	08/09/2025	INV	PD	BOOKS
2039182001		07/15/2025	10325393	08192025	120892	68.89	08/14/2025	INV	PD	BOOKS
2039183659		07/18/2025	10325394	08192025	120892	356.23	08/17/2025	INV	PD	BOOKS
H72825370		06/28/2025	10325387	08192025	120892	99.51	07/28/2025	INV	PD	AUDIOVISUAL
						2,093.53				
5439 BEAR CONTRACTORS INC.										
68075		06/23/2025	10325407	08192025	120893	1,220.00	07/23/2025	INV	PD	EMERGENCY SERVICE CALL PI
15185 BEKHIT, ESTEER										
168841		07/29/2025	10325335	08192025	120894	400.00	07/29/2025	INV	PD	REFUND 168841 SSL RETURN
11865 BIKE CONCIERGE, LLC										
131068		07/21/2025	10325817	08192025	120895	1,935.68	08/11/2025	INV	PD	BIKE RODEOS JULY 16, 17,
384 BILL'S SOUND SYSTEMS, INC.										
BILLSOUND 7-1-25		07/01/2025	10325298	08192025	120896	4,563.00	07/31/2025	INV	PD	QUARTERLY ALARM JUL-SEPT
12758 BIRBEIRE, SIMONE										
00052027		08/01/2025	10325476	08192025	120897	3,080.00	08/01/2025	INV	PD	00052027 SUMMERCAMP BRICK
12925 BKF ENGINEERS										
25071180	6945	07/30/2025	10325516	08192025	120898	85,057.00	08/07/2025	INV	PD	TS COMMUN. NETWORK SYSTEM
11059 BLACKSTONE PUBLISHING										
2204073		07/14/2025	10325380	08192025	120899	140.00	08/13/2025	INV	PD	AUDIOVISUAL
2204077		07/14/2025	10325381	08192025	120899	29.14	08/13/2025	INV	PD	AUDIOVISUAL
2204722		07/18/2025	10325382	08192025	120899	47.00	08/17/2025	INV	PD	AUDIOVISUAL
						216.14				
3121 BLUE DIAMOND										
4187704		07/21/2025	10325210	08192025	120900	1,619.11	08/10/2025	INV	PD	EMULSION BUCKETS, SHEET A
4201234		07/26/2025	10325299	08192025	120900	468.56	08/10/2025	INV	PD	SHEET ASPHALT PG 64-10
4213299		07/31/2025	10325823	08192025	120900	454.29	08/10/2025	INV	PD	A/C FINE, SHEET ASPHALT
						2,541.96				
4763 BRENNTAG PACIFIC INC										
BPI529980	6903	07/02/2025	10325371	08192025	120901	3,038.07	08/01/2025	INV	PD	PURCHASE CHEMICALS FOR SE
BPI530279	6903	07/07/2025	10325373	08192025	120901	3,165.86	08/06/2025	INV	PD	PURCHASE CHEMICALS FOR SE
BPI531005	6903	07/08/2025	10325376	08192025	120901	3,909.81	08/07/2025	INV	PD	PURCHASE CHEMICALS FOR SE

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
BPI532469	6903	07/14/2025	10325374	08192025	120901	3,434.22	08/13/2025	INV	PD	PURCHASE CHEMICALS FOR SE
BPI535808	6903	07/25/2025	10325372	08192025	120901	3,890.25	08/24/2025	INV	PD	PURCHASE CHEMICALS FOR SE
						17,438.21				
6387 BRIT WEST SOCCER										
BWSUMMER25		08/01/2025	10325478	08192025	120902	17,125.50	08/01/2025	INV	PD	BWSUMMER25 BWSOCCERCAMPS
9016 BROADCAST SUPPORT, INC										
070225-3353	6950	08/13/2025	10326112	08192025	120903	5,728.59	08/13/2025	INV	PD	THEATRICAL EQUIPMENT AND
577 CALIFORNIA WATER SERVICE										
2211933964-071425		07/14/2025	10325204	08192025	120904	7,054.31	08/04/2025	INV	PD	180 HARBOR DR., RED LAGN
6428284669-070825		07/08/2025	10325528	08192025	120904	21,824.29	07/28/2025	INV	PD	TORRANCE BLVD, FORD AVE,
6679269167-071025		07/10/2025	10325485	08192025	120904	2,503.21	07/29/2025	INV	PD	116 YACHT CLUB WAY, 137 I
6679269167-071025B		07/10/2025	10325487	08192025	120904	2,503.21	07/29/2025	INV	PD	116 YACHT CLUB WAY, 137 I
6682231418-72425		07/24/2025	10325659	08192025	120904	176.98	08/12/2025	INV	PD	1505 FLAGLER/1928 NELSON
9779295077-070825		07/08/2025	10325526	08192025	120904	40,295.79	07/28/2025	INV	PD	TORRANCE BLVD, HARBOR DR,
9968051525-071825		07/18/2025	10325540	08192025	120904	3,441.27	08/06/2025	INV	PD	PORTOFINO WAY 7/8/25
						77,799.06				
581 CALPERS										
N. PETZ ADMIN FEE		08/05/2025	10325887	08192025	120905	500.00	08/11/2025	INV	PD	NICOLETTE PETZ ADMINISTRA
N. PETZ ARREARS CNTR		08/05/2025	10325888	08192025	120906	3,404.53	08/11/2025	INV	PD	NICOLETTE PETZ ARREARS CO
						3,904.53				
12246 CANINE DEPLOYMENT STRATEGIES										
252	7023	07/28/2025	10325815	08192025	120907	3,200.00	08/27/2025	INV	PD	07/2025 K9 TRAINING
615 CARTER SERVICES, INC.										
608921		07/22/2025	10325650	08192025	120908	1,022.39	08/11/2025	INV	PD	FS1 OVEN REPAIR
609812		07/24/2025	10325652	08192025	120908	148.00	08/11/2025	INV	PD	FS2 DISHWATER REPAIR
						1,170.39				
10728 CASIMIRO, FERNANDO										
BOOTS FY25-26		07/24/2025	10325454	08192025	120909	350.00	08/23/2025	INV	PD	FERNANDO CASIMIRO SAFETY
TRAIN-0425		07/18/2025	10324940	08192025	120909	498.80	07/18/2025	INV	PD	FERNANDO CASIMIRO TRAININ
						848.80				
14948 CASTLE, CHADWICK										
ICASUMSEM2025		08/11/2025	10325979	08192025	120910	86.00	08/11/2025	INV	PD	CCASTLE ICA SUMMR SEMR 20
15020 CENGAGE LEARNING INC										
999100702168		07/15/2025	10325384	08192025	120911	190.08	08/14/2025	INV	PD	BOOKS
999100702169		07/15/2025	10325383	08192025	120911	65.00	08/14/2025	INV	PD	BOOKS
999100703936		07/15/2025	10325385	08192025	120911	130.01	08/14/2025	INV	PD	BOOKS
999100707029		07/15/2025	10325386	08192025	120911	86.40	08/14/2025	INV	PD	BOOKS

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						471.49				
10640 CHARGEPOINT										
IN350340	6828	07/18/2025	10325849	08192025	120912	6,830.22	08/17/2025	INV	PD	PURCHASE ONE EV CHARGING
13644 CHAROBEE, DAVE										
052025		07/14/2025	10325064	08192025	120913	174.30	08/11/2025	INV	PD	CALED CONFERENCE MILEAGE
13000 CHARTER COMMUNICATIONS										
187587301072125		07/21/2025	10325863	08192025	120914	149.99	08/07/2025	INV	PD	MONTHLY FEES 187587301
13251 CHOICE MEDIATION										
7125		07/01/2025	10325889	08192025	120915	520.00	08/11/2025	INV	PD	5/25 - 6/25 RB Mediation
13730 CIFUENTES, KRISTIN										
168941		07/29/2025	10325322	08192025	120916	200.00	07/29/2025	INV	PD	REFUND 168941 WP RETURN D
13198 CITIZENS BUSINESS BANK										
16	6353	07/30/2025	10325340	08192025	120917	11,009.89	08/07/2025	INV	PD	INGLEWOOD AVE AT MANHATTA
17	6353	07/30/2025	10325341	08192025	120917	6,197.18	08/07/2025	INV	PD	INGLEWOOD AVE AT MANHATTA
18	6353	07/30/2025	10325342	08192025	120917	470.56	08/07/2025	INV	PD	INGLEWOOD AVE AT MANHATTA
20	6353	07/30/2025	10325880	08192025	120917	1,510.72	08/07/2025	INV	PD	INGLEWOOD AVE AT MANHATTA
						19,188.35				
701 CITY OF LOS ANGELES										
48H-50-3811-26-013	7045	07/01/2025	10325208	08192025	120918	7,168.16	08/24/2025	INV	PD	MEMBERSHIP FEE FOR LOS AN
705 CITY OF REDONDO BEACH										
07/20/2025		06/30/2025	10325616	08192025	120919	218,827.87	08/11/2025	INV	PD	WC 06/02/2025 - 06/30/202
07312025		08/06/2025	10325716	08192025	120920	315.52	08/06/2025	INV	PD	PETTY CASH
080725		08/07/2025	10325908	08192025	120921	477.95	08/11/2025	INV	PD	7/25 Petty Cash - Motel S
						219,621.34				
709 CITY OF TORRANCE										
00020000009601-72125		07/21/2025	10325507	08192025	120922	55.10	08/21/2025	INV	PD	17300 HAWTHORNE BLVD 05/1
00020000015775-72825		07/28/2025	10325667	08192025	120922	34.06	08/28/2025	INV	PD	18140 HAWTHORNE BL. 5/27-
00020000015775-A		07/28/2025	10325674	08192025	120922	21.04	08/28/2025	INV	PD	18140 HAWTHORNE BL. 5/27-
00020000015794-72825		07/28/2025	10325665	08192025	120922	540.78	08/28/2025	INV	PD	17560 HAWTHORNE BLVD. 5/2
00020000015794-A		07/28/2025	10325675	08192025	120922	333.00	08/28/2025	INV	PD	17560 HAWTHORNE BL. 5/27-
00020000054109-71625		07/16/2025	10325488	08192025	120922	129.18	08/16/2025	INV	PD	1521 KINGSDALE AVE -SHELT
						1,113.16				
12873 CJ CONCRETE CONSTRUCTION INC										
4	6919	07/30/2025	10325527	08192025	120923	9,232.10	08/07/2025	INV	PD	CITYWIDE SIDEWALK REPLACE
5	6919	07/30/2025	10325529	08192025	120923	43,759.85	08/07/2025	INV	PD	CITYWIDE SIDEWALK REPLACE

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						52,991.95				
725 CLEAN ENERGY										
CE12796852	6883	07/18/2025	10325218	08192025	120924	5,115.05	08/01/2025	INV	PD	CNG M&O JUNE 2025
CE12801049	7056	08/07/2025	10325933	08192025	120924	23,714.66	08/07/2025	INV	PD	JULY 2025 CNG FUEL FOR TR
						28,829.71				
9422 COAST ELEVATION, INC										
1308SIRENA-REFUND		08/07/2025	10325925	08192025	120925	3,000.00	08/07/2025	INV	PD	DEMO DEPOSIT REFUND FOR 1
10858 COATES, MICHAEL										
06230627		08/07/2025	10325909	08192025	120926	115.00	08/07/2025	INV	PD	PER DIEM SBI SCHOOL POST
4810 COHEN, TODD										
SUMMER2025		08/01/2025	10325477	08192025	120927	3,850.00	08/01/2025	INV	PD	SUMMER2025 TENNIS TODD 1T
14801 COLBERT, ROY E.										
C25-010.301	6739	06/23/2025	10325355	08192025	120928	9,450.00	07/23/2025	INV	PD	ARCHITECT SERVICES - EXEC
4079 COMCATE, INC.										
8873		07/28/2025	10325228	08192025	120929	1,781.37	07/28/2025	INV	PD	CODE ENF MANAGE RENEW MAR
8909		07/28/2025	10325227	08192025	120929	1,781.37	07/28/2025	INV	PD	CODE ENF MANAGEMENT RENEW
8988		07/28/2025	10325229	08192025	120929	1,781.37	07/28/2025	INV	PD	MOBILE CITIZEN APP RENEW
9024		07/28/2025	10325238	08192025	120929	1,870.44	07/28/2025	INV	PD	EFM RENEW CODE ENF MANAGE
						7,214.55				
14916 COMMERCIAL BUILDING MANAGEMENT,										
70859	6638	08/01/2025	10325535	08192025	120930	11,968.47	08/31/2025	INV	PD	JULY '25 JANITORIAL SERVI
70860	6638	08/01/2025	10325536	08192025	120931	649.50	08/31/2025	INV	PD	JULY '25 AVIATION PARK SA
						12,617.97				
10780 COMPANY NURSE, LLC										
41973		07/31/2025	10325584	08192025	120932	688.00	08/11/2025	INV	PD	COMPANY NURSE TRIAGE SERV
6534 CONARD, DUSTIN										
07252025		07/25/2025	10325639	08192025	120933	81.20	08/11/2025	INV	PD	FS2 K9 SUPPLIES - PETCO
8511 CROWELL & MORING, LLP.										
012517045		04/30/2025	10325583	08192025	120934	228.00	08/11/2025	INV	PD	3/25 CPRA Requests Legal
14576 CSI SERVICES INC										
11183	6948	07/18/2025	10326188	08192025	121178	19,950.00	08/14/2025	INV	PD	REPAIR BRICK PATHWAY AT 1
8372 CULLIGAN OF SANTA ANA										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2002658		07/31/2025	10325842	08192025	120935	54.22	08/20/2025	INV	PD	08/2025 WATER SERVICE INV
2003150		07/31/2025	10325586	08192025	120935	34.52	08/11/2025	INV	PD	ST3 WATER COOLER
2003204		07/31/2025	10325845	08192025	120935	155.00	08/20/2025	INV	PD	08/2025 WATER SERVICE DIS
						243.74				
8043 D & R OFFICE WORKS INC										
136177		06/04/2025	10325818	08192025	120936	323.76	08/07/2025	INV	PD	BOOKSHELF CITY ENGINEER'S
919 DANIELS TIRE SERVICE										
200542138		06/19/2025	10325860	08192025	120937	297.63	07/10/2025	INV	PD	STOCK TIRES
200544905		07/25/2025	10325811	08192025	120937	575.44	08/10/2025	INV	PD	STOCK TIRES
200545609		07/31/2025	10325862	08192025	120937	665.03	08/10/2025	INV	PD	STOCK CART TIRES
200545700		07/30/2025	10325812	08192025	120937	371.63	08/10/2025	INV	PD	UNIT 343 2 TIRES- MOUNTED
						1,909.73				
927 DATA TICKET, INC.										
181296		06/30/2025	10325046	08192025	120938	275.00	07/21/2025	INV	PD	06/2025 ADMIN FEES
5251 DAVID EVANS & ASSOCIATES, INC.										
583186	6370	07/30/2025	10325433	08192025	120939	2,314.17	08/07/2025	INV	PD	CURB RAMP DESIGN SERVICES
15187 DAVIS, STEPHANIE										
168835		07/29/2025	10325262	08192025	120940	400.00	07/29/2025	INV	PD	REFUND 168835 SSL RETURN
952 DELL COMPUTER CORPORATION										
10819806433	6894	07/31/2025	10325435	08192025	120941	2,418.05	07/31/2025	INV	PD	3000189398138.1 SI# B6540
10820222769	6895	06/16/2025	10325436	08192025	120941	22,374.14	07/31/2025	INV	PD	SI# B65405 Dell Pro Micro
						24,792.19				
956 DELTA DENTAL										
BE006656475		08/01/2025	10325613	08192025	120942	32,495.05	08/11/2025	INV	PD	DENTAL PPO ACTIVE, RETIRE
9132 DELTA DENTAL INSURANCE COMPANY										
BE006655673		08/01/2025	10325612	08192025	120944	1,752.24	08/11/2025	INV	PD	DENTAL HMO ACTIVE AUGUST
BE006655696		08/01/2025	10325607	08192025	120943	8.33	08/11/2025	INV	PD	DENTAL HMO RETIREE AUGUST
						1,760.57				
971 DEPARTMENT OF JUSTICE										
827161		06/30/2025	10325918	08192025	120945	402.00	06/30/2025	INV	PD	06/2025 FINGERPRINT APPS
976 DEPARTMENT OF TRANSPORTATION										
SL251125		07/14/2025	10325630	08192025	120946	16,179.03	08/14/2025	INV	PD	SIGNALS & LIGHTING BILLIN
14241 DEROTIC LLC										

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
SO-5756		06/24/2025	10325799	08192025	120947	688.78	07/24/2025	INV	PD	UNIT 121-17 FD UNIT E64 P
12283 DEVIL MOUNTAIN WHOLESALE NURSERY										
INV551492		07/15/2025	10325357	08192025	120948	524.61	08/14/2025	INV	PD	PLANT MATERIAL-PERRY PK P
INV554508		07/21/2025	10325457	08192025	120948	47.19	08/20/2025	INV	PD	KELLOG GROMULCH FOR PARKS
INV559166		07/29/2025	10325471	08192025	120948	416.50	08/29/2025	INV	PD	PLANT MATERIALS-PARKS
INV559641		07/30/2025	10325475	08192025	120948	86.43	08/29/2025	INV	PD	PLANT MATERIAL
INV559643		07/30/2025	10325474	08192025	120948	418.15	08/29/2025	INV	PD	PLANT MATERIAL
INV559644		07/30/2025	10325473	08192025	120948	1,690.15	08/29/2025	INV	PD	TREES-STOCK
INV559942		07/30/2025	10325472	08192025	120948	35.39	08/29/2025	INV	PD	PLANT MATERIAL-PARKS
						3,218.42				
11884 DIAMOND ENVIRONMENTAL SERVICES LP										
0006345625		07/21/2025	10325707	08192025	120949	330.35	08/20/2025	INV	PD	SANI UNI PORTOFINO WAY 7/
0006357132		07/28/2025	10325720	08192025	120949	715.10	08/11/2025	INV	PD	Pallet Shelter Power Pole
						1,045.45				
13046 DIAMOND, RHONDA										
RD1SUMMER25		07/29/2025	10325259	08192025	120950	2,772.00	07/29/2025	INV	PD	RD1SUMMER25 1APG0506 ADUL
11538 DISABILITY COMMUNITY RESOURCE CENTER										
QTR 4		08/07/2025	10325914	08192025	120951	1,925.06	08/07/2025	INV	PD	CDBG DCRC QTR4
15161 DOGGIE WALK BAGS										
773810		07/16/2025	10325209	08192025	120952	353.96	08/15/2025	INV	PD	DOGGIE BAG DISPENSER- PAR
10748 DOUG & SONS PEST CONTROL										
47701		07/30/2025	10325834	08192025	120953	60.00	08/29/2025	INV	PD	MONTHLY PEST CONTROL WILD
47911		07/02/2025	10325300	08192025	120953	200.00	08/01/2025	INV	PD	MONTHLY PEST/BAIT STATION
47948		07/09/2025	10325305	08192025	120953	75.00	08/08/2025	INV	PD	MONTHLY PEST/BAIT STATION
48109		07/09/2025	10325303	08192025	120953	75.00	08/08/2025	INV	PD	MONTHLY PEST/BAIT STATION
48110		07/09/2025	10325302	08192025	120953	55.00	08/08/2025	INV	PD	MONTHLY PEST/BAIT STATION
48211		07/21/2025	10325304	08192025	120953	82.00	08/20/2025	INV	PD	MONTHLY PEST/BAIT STATION
48268		07/02/2025	10325301	08192025	120953	82.00	08/01/2025	INV	PD	MONTHLY PEST/BAIT STATION
48373		07/30/2025	10325832	08192025	120953	105.00	08/29/2025	INV	PD	MONTHLY PEST/BAIT STATION
						734.00				
1048 E & S PRIME BUILDERS										
2100HARRIMAN-REFUND		08/07/2025	10325935	08192025	120954	3,000.00	08/07/2025	INV	PD	DEMO DEPOSIT REFUND FOR 2
2101CARNEGIE-REFUND		08/07/2025	10325927	08192025	120954	3,000.00	08/07/2025	INV	PD	DEMO DEPOSIT REFUND FOR 2
2622CURTIS-REFUND		08/07/2025	10325936	08192025	120954	3,000.00	08/07/2025	INV	PD	DEMO DEPOSIT REFUND FOR 2
						9,000.00				
1055 EASY READER										
RD25-051	7031	07/17/2025	10325822	08192025	120955	90.00	08/11/2025	INV	PD	LEGAL ADS PUBLISHING
RD25-052	7031	07/31/2025	10325825	08192025	120955	172.50	08/11/2025	INV	PD	LEGAL ADS PUBLISHING

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RD25-053	7031	07/31/2025	10325827	08192025	120955	172.50	08/11/2025	INV	PD	LEGAL ADS PUBLISHING
						435.00				
13793 ED'S FENCING INC.										
5124		07/11/2025	10325450	08192025	120956	435.00	08/10/2025	INV	PD	PERRY PARK CHAIN LINK REP
5130	7061	07/22/2025	10325735	08192025	120956	5,670.00	08/07/2025	INV	PD	SECURITY FENCE FOR YACHT
						6,105.00				
10352 EDWARD ACOUSTIC										
2503		06/25/2025	10325645	08192025	120957	1,695.00	07/25/2025	INV	PD	INSTALL DROP CEILING AT C
6730 EMERGENCY RESPONSE CRIME SCENE CLEANING										
T2025-369		07/24/2025	10325820	08192025	120958	375.00	08/11/2025	INV	PD	DETECTIVE VEHICLE CLEANIN
1110 ENTENMANN-ROVIN COMPANY										
0189385-IN		07/16/2025	10325571	08192025	120959	383.62	08/11/2025	INV	PD	Lucite Block City Attorne
0189677-IN		07/29/2025	10325876	08192025	120959	192.95	08/11/2025	INV	PD	RETIREMENT BADGE
						576.57				
1144 EWING IRRIGATION PRODUCTS										
26992416		07/24/2025	10325844	08192025	120960	57.62	08/10/2025	INV	PD	IRRIGATION SUPPLIES- PVC
1176 FEDERAL EXPRESS CORPORATION										
8-927-38048		07/18/2025	10325087	08192025	120961	17.92	08/07/2025	INV	PD	RETURN WRONG ITEM TO GRAI
13065 FERNANDEZ-DAVILA DULANTO, ANA										
03240328duiinst		08/07/2025	10325850	08192025	120962	407.75	08/07/2025	INV	PD	DUI instructor school mil
4081 FINLEY'S TREE AND LANDCARE, INC.										
TREE-Joe250721	7036	07/21/2025	10325072	08192025	120963	8,450.00	08/20/2025	INV	PD	JOE'S CRAB SHACK TREE MAI
15193 FIRST STEPS FOR KIDS										
170836		07/29/2025	10325339	08192025	120964	629.00	07/29/2025	INV	PD	REFUND 170836 SSLSCHOOL T
15172 FLICK, LAUREN										
168940		07/29/2025	10325265	08192025	120965	200.00	07/29/2025	INV	PD	REFUND 168940 WP RETURN D
10825 FRANCO AUTO UPHOLSTERY										
17504		07/23/2025	10325439	08192025	120966	150.00	08/23/2025	INV	PD	UNIT 649 REUPHOLSTER BUCK
10191 FRONTIER										
07282025_9357		07/28/2025	10325856	08192025	120967	78.61	08/11/2025	INV	PD	MONTHLY FEES 209-150-4212

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1289 GALLS INCORPORATED										
032129251	6733	08/04/2025	10325691	08192025	120968	305.73	08/11/2025	INV	PD	2 SETS OF NEW UNIFORMS FO
11093 GANAHL LUMBER										
151168494		07/11/2025	10325260	08192025	120969	619.07	08/20/2025	INV	PD	PLYWOOD/MATERIALS FOR HIS
151168504		07/11/2025	10325268	08192025	120969	125.67	08/20/2025	INV	PD	PLYWOOD FOR HISTORIC LIBR
151168759		07/12/2025	10325267	08192025	120969	36.21	08/20/2025	INV	PD	WOOD LATTICE FOR HISTORIC
CM151168505		07/11/2025	10325263	08192025	120969	-99.46	08/20/2025	CRM	PD	CREDIT FROM ORG INV 15116
CM151170476		07/16/2025	10325266	08192025	120969	-449.09	08/20/2025	CRM	PD	CREDIT FROM ORG INV 15116
						232.40				
12982 GARCIA, GERARDO										
TRAIN-0425		07/18/2025	10324941	08192025	120970	498.80	07/18/2025	INV	PD	GERARDO GARCIA TRAINING/T
4171 GARCIA, SALVADOR										
07140716SLI		08/07/2025	10325864	08192025	120971	215.00	08/07/2025	INV	PD	PER DIEM FOR JULY SLI POS
15199 GARLOCK, MARK										
PSA 06/16/2025		05/22/2025	10325614	08192025	120972	320.00	08/11/2025	INV	PD	PSA LEADERSHIP SERIES 06/
1300 GAS COMPANY, THE										
16503508778-0725		07/01/2025	10325816	08192025	120973	11,820.67	08/29/2025	INV	PD	CNG FUEL 7/1-8/1/25
9598 GENERAL INDUSTRIAL TOOL AND SUPPLY										
3000216		07/24/2025	10325284	08192025	120974	142.00	08/23/2025	INV	PD	PIER SAFETY GEAR
7023 GEOSYNTEC										
638676	5993	07/30/2025	10325855	08192025	120975	7,032.75	08/07/2025	INV	PD	FULTON PLAYFIELD PLANNING
14492 GLOBAL K9 COMPANIES LLC										
10340		07/31/2025	10325828	08192025	120976	1,073.50	08/30/2025	INV	PD	07/2025 K9 VAPOR WAKE TRA
1372 GRAINGER										
9574093119		07/16/2025	10325316	08192025	120977	106.39	08/15/2025	INV	PD	FLANGE GASKET FOR PIER
9412 GREENSTREET AUTO SPA										
202506-1 CR		08/06/2025	10325859	08192025	120978	-562.00	08/21/2025	CRM	PD	CREDIT MEMO-JUNE '25 CAR
202507-1		08/06/2025	10325861	08192025	120978	853.00	08/21/2025	INV	PD	CAR WASHES FOR CITY VEHIC
						291.00				
12325 HART INTERCIVIC, INC										
INV003556		07/30/2025	10325884	08192025	120979	37.50	08/11/2025	INV	PD	SALES TAX FOR ORIG INVOIC

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
13956 HAVENS, AMANDA										
169980		07/29/2025	10325331	08192025	120980	200.00	07/29/2025	INV	PD	REFUND 169980 AV RETURN D
1453 HDL, COREN & CONE										
SIN052758		07/28/2025	10325542	08192025	120981	5,008.50	08/04/2025	INV	PD	CONTRACT SERVICES PROPERT
15189 HEMMERT JENSEN, SARAH										
169519		08/05/2025	10325661	08192025	120982	560.00	08/05/2025	INV	PD	REFUND 169519 1SUM0328-11
14952 HOTEL ADVISORY LLC										
2025030025-1	6909	08/12/2025	10326111	08192025	120983	9,500.00	08/13/2025	INV	PD	ANALYSIS/REVIEW OF AGREEM
1518 HOUSING RIGHTS CENTER										
01012025		07/01/2025	10323834	08192025	120984	2,083.86	07/01/2025	INV	PD	HOUSING RIGHTS CENTER - J
02012025		07/01/2025	10323840	08192025	120984	1,878.79	07/01/2025	INV	PD	HOUSING RIGHTS CENTER CDB
03012025		07/01/2025	10323841	08192025	120984	2,054.72	07/01/2025	INV	PD	HOUSING RIGHTS CENTER CDB
						6,017.37				
15186 HUDANI, SARAH										
168838		07/29/2025	10325261	08192025	120985	400.00	07/29/2025	INV	PD	REFUND 168838 SSL RETURN
12157 ILAND INTERNET SOLUTIONS CORPORATION										
71241365		08/01/2025	10325480	08192025	120986	139.94	08/01/2025	INV	PD	Cloud Backup for Microsof
1560 INDIAN CANYON LAND CORPORATION										
2889		08/06/2025	10325829	08192025	120987	350.00	08/11/2025	INV	PD	RANGE RENTAL 07/23/25-7/2
6487 INTERNATIONAL SURF FESTIVAL										
07302025		08/11/2025	10325982	08192025	120988	50.00	08/11/2025	INV	PD	ZOBAGIJR LIFEGUARD MOV 20
11240 INTEROPERABILITY NETWORK OF THE										
2025-00152240	7067	06/06/2025	10325960	08192025	120989	220,210.00	07/06/2025	INV	PD	INSB-JPA FY25-26 ANNUAL A
1619 INTERSTATE BATTERIES OF CALIF COAST, INC										
130114628		07/29/2025	10325440	08192025	120990	1,370.81	08/28/2025	INV	PD	STOCK BATTERIES
130114698		08/05/2025	10325803	08192025	120990	762.43	09/04/2025	INV	PD	STOCK BATTERIES
						2,133.24				
15190 INZHAKOVA, GALINA										
169300		08/05/2025	10325744	08192025	120991	549.00	08/05/2025	INV	PD	REFUND 169300 1SUM0312-14
15095 IRON LOT LLC										

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
5217514000028648084	6959	06/30/2025	10325220	08192025	120992	7,425.00	07/30/2025	INV	PD	PURCHASE FOUR DITCH PLATE
14802 IWORQ SYSTEMS INC										
212695	6740	06/20/2025	10325967	08192025	120993	10,000.00	08/11/2025	INV	PD	IWORQ PERMITTING SOFTWARE
11272 JC CASNER CONSTRUCTION										
2303MARSHALL-REFUND		08/07/2025	10325929	08192025	120994	3,000.00	08/07/2025	INV	PD	DEMO DEPOSIT REFUND FOR 2
2501571		07/28/2025	10325582	08192025	120994	325.00	08/07/2025	INV	PD	REFUND DEPOSIT FEE. PERMI
						3,325.00				
13045 JEHANIAN, ARMENA										
1522		07/29/2025	10325295	08192025	120995	23,520.00	07/29/2025	INV	PD	1522 SUMMER2025 COOKING C
14646 JENKINS, ANDREW C										
07292025	6629	08/04/2025	10325518	08192025	120996	2,205.50	08/04/2025	INV	PD	MURAL FOR THE PIER SKATE
14867 JL GROUP LLC										
25081TP.1		07/28/2025	10325587	08192025	120997	14,837.39	08/11/2025	INV	PD	INVESTIGATION JULY 2025
11296 JOE MAR POLYGRAPH & INVESTIGATION										
25-040-RBPD		07/23/2025	10325868	08192025	120998	250.00	08/07/2025	INV	PD	POLYGRAPH L GARCIA CADET
3585 JONES, NANCY										
JULY2025		08/05/2025	10325736	08192025	120999	2,555.00	08/05/2025	INV	PD	JULY2025 FARMERS MARKET M
15168 KAVEH, AMIN										
E2025-261		07/10/2025	10325442	08192025	121000	1,500.00	08/07/2025	INV	PD	REFUND PERMIT E2025-261 1
1742 KEYSER MARSTON ASSOCIATES INC										
0039961	5219	08/11/2025	10325963	08192025	121001	3,335.00	08/11/2025	INV	PD	AFFORDABLE HOUSING CONSUL
15169 KHAYAT, MICKEL										
2501570		07/10/2025	10325588	08192025	121002	325.00	08/07/2025	INV	PD	REFUND DEPOSIT FEE.PERMIT
4943 KIMBALL MIDWEST										
103576936		07/21/2025	10325413	08192025	121003	217.83	08/20/2025	INV	PD	STOCK YELLOW PAINT FOR SH
12546 KINGDOM CAUSES										
2025-0600052		06/30/2025	10325740	08192025	121004	30,087.46	08/11/2025	INV	PD	6/25 Outreach and Engagem
15177 KNECHT, ANGELA										
168560		07/29/2025	10325324	08192025	121005	132.00	07/29/2025	INV	PD	REFUND 168560 1SUM0307-05

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
8444 KRONOS INCORPORATED										
I10010015539		07/23/2025	10325605	08192025	121006	1,733.59	08/11/2025	INV	PD	7/23 - 8/22/25 CLOUD HOST
9239 KUMPREY, TROY										
051925		05/19/2025	10325501	08192025	121007	6,758.70	08/11/2025	INV	PD	5/25 T. Kumprey PD Loss C
1807 L.N. CURTIS & SONS, INC.										
INV967447		07/14/2025	10325647	08192025	121008	3,736.21	08/11/2025	INV	PD	HOSE EQUIPMENT
INV968150		07/15/2025	10325648	08192025	121008	2,222.44	08/11/2025	INV	PD	HOSE EQUIPMENT
INV972670		07/28/2025	10325644	08192025	121008	2,851.25	08/11/2025	INV	PD	FF SUPPLIES - FOAM
						8,809.90				
10899 LA UNIFORMS										
27916		07/09/2025	10325761	08192025	121009	1,129.90	08/19/2025	INV	PD	SGT ARNOLD UNIFORMS
27926		07/10/2025	10325762	08192025	121009	176.29	08/19/2025	INV	PD	LT KORTE UNIFORM
27940		07/10/2025	10325763	08192025	121009	392.27	08/19/2025	INV	PD	CASERMA UNIFORMS
27942		07/10/2025	10325764	08192025	121009	253.46	08/19/2025	INV	PD	B BRENNAN UNIFORMS RESERV
28010		07/16/2025	10325767	08192025	121009	833.47	08/19/2025	INV	PD	FARRAR UNIFORMS
28023		07/16/2025	10325765	08192025	121009	365.51	08/19/2025	INV	PD	STARK UNIFORM RESERVES
28037		07/17/2025	10325766	08192025	121009	563.47	08/19/2025	INV	PD	HOLLEY UNIFORMS
28047		07/18/2025	10325768	08192025	121009	275.51	08/19/2025	INV	PD	SGT ARNOLD UNIFORM
28099		07/22/2025	10325769	08192025	121009	566.41	08/19/2025	INV	PD	PSS SAUCEDO UNIFORMS
28104		07/22/2025	10325770	08192025	121009	89.64	08/19/2025	INV	PD	SGT ARNOLD ALTERATIONS
28113		07/23/2025	10325771	08192025	121009	700.69	08/19/2025	INV	PD	PSS CORONADO UNIFORMS
28121		07/23/2025	10325772	08192025	121009	275.51	08/19/2025	INV	PD	GRAMAJO UNIFORM RECRUIT
28148		07/25/2025	10325774	08192025	121009	275.51	08/19/2025	INV	PD	K CARILLIO UNIFORM RECRUI
28149		07/25/2025	10325775	08192025	121009	275.51	08/19/2025	INV	PD	KNEALE UNIFORM
28150		07/25/2025	10325776	08192025	121009	6.00	08/19/2025	INV	PD	CPT SPRENGEL ALTERATIONS
28213		07/30/2025	10325777	08192025	121009	1,117.41	08/19/2025	INV	PD	LT WINDMAN UNIFORMS
28217		07/30/2025	10325778	08192025	121009	215.98	08/19/2025	INV	PD	MSO VILLALOBOS UNIFORM
						7,512.54				
1828 LANCE, SOLL & LUNGHARD, LLP										
69689	6244	07/31/2025	10325694	08192025	121010	1,492.50	08/04/2025	INV	PD	GASB ACCOUNTING SERVICES
69693	5840	07/31/2025	10325695	08192025	121010	5,000.00	08/11/2025	INV	PD	LANCE SOLL LUNGHARD - PIE
						6,492.50				
14934 LAU, MELINDA										
2025-131-CC		07/24/2025	10325754	08192025	121011	510.00	08/11/2025	INV	PD	MEETING MINUTES FOR CC -
2025-131-Transcript		07/22/2025	10325789	08192025	121011	510.00	08/11/2025	INV	PD	TRANSCRIPT REVIEW 06/2025
2025-133-TRANSCRIPT		07/28/2025	10325831	08192025	121011	382.50	08/11/2025	INV	PD	TRANSCRIPT REVIEW
2025-134 PWSC		07/30/2025	10325696	08192025	121011	255.00	08/11/2025	INV	PD	MEETING MINUTES FOR PUBLI
2025-135-TRANSCRIPTS		07/31/2025	10325873	08192025	121011	340.00	08/11/2025	INV	PD	TRANSCRIPT REVIEW
2025-136-OVERSIGHT		08/01/2025	10325890	08192025	121011	425.00	08/11/2025	INV	PD	ADMINISTRATIVE/OVERSIGHT
						2,422.50				
15059 LCR EARTHWORK & ENGINEERING CORP										

CITY OF REDONDO BEACH

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364	6935	07/30/2025	10325343	08192025	121012	57,428.45	08/07/2025	INV	PD	RESI STREET REHAB,CYCLE 2
12848 LEADING RESOURCES INC										
4393	6876	08/01/2025	10325489	08192025	121013	1,425.00	08/01/2025	INV	PD	STRATEGIC PLAN FACILITATI
11194 LEECH TISHMAN FUSCALDO & LAMPL INC.										
354207		06/01/2025	10325608	08192025	121014	15,958.73	08/11/2025	INV	PD	4/25 K. Deckers Legal Fee
356238		07/15/2025	10325283	08192025	121014	150.00	08/11/2025	INV	PD	6/25 General Legal Fees
356239		07/15/2025	10325651	08192025	121014	775.00	08/11/2025	INV	PD	6/25 C. Garcia Legal Fees
356240		07/15/2025	10325597	08192025	121014	8,782.50	08/11/2025	INV	PD	6/25 D. Glenn Legal Fees
356241		07/15/2025	10325622	08192025	121014	9,169.47	08/11/2025	INV	PD	6/25 K. Deckers Legal Fee
356242		07/15/2025	10325287	08192025	121014	1,235.00	08/11/2025	INV	PD	6/25 General Advice & Cou
356243		07/15/2025	10325602	08192025	121014	10,595.00	08/11/2025	INV	PD	6/25 C. Garcia Legal Fees
						46,665.70				
15183 LEETCH, KIRSTEN										
168840		07/29/2025	10325333	08192025	121015	400.00	07/29/2025	INV	PD	REFUND 168840 SSL RETURN
5953 LEXISNEXIS										
3095840333		06/30/2025	10325553	08192025	121016	1,403.00	08/11/2025	INV	PD	6/25 Monthly Library Char
3095932614		07/31/2025	10325731	08192025	121016	1,403.00	08/11/2025	INV	PD	7/25 Monthly Library Char
						2,806.00				
8803 LEXISNEXIS RISK DATA MANAGEMENT										
1100175464		07/31/2025	10325826	08192025	121017	50.00	08/30/2025	INV	PD	07/2025 MONTHLY SUBSCRIPT
1884 LIEBERT CASSIDY WHITMORE										
287140		01/31/2025	10325619	08192025	121020	440.00	08/11/2025	INV	PD	INVESTIGATION ADVICE JAN.
289377		02/28/2025	10325620	08192025	121021	132.00	08/11/2025	INV	PD	INVESTIGATION ADVICE FEB.
292327		03/31/2025	10325618	08192025	121019	220.00	08/11/2025	INV	PD	INVESTIGATION ADVICE MAR.
294095		04/30/2025	10325617	08192025	121018	132.00	08/11/2025	INV	PD	INVESTIGATION ADVICE APR.
298045A		07/02/2025	10325690	08192025	121022	3,950.00	08/11/2025	INV	PD	CONSORTIUM MEMBERSHIP FOR
						4,874.00				
1887 LIFE ASSIST, INC.										
1618044		07/14/2025	10325760	08192025	121023	3,183.08	08/19/2025	INV	PD	GLOVES FOR JAIL AND PATRO
1624964		08/04/2025	10325638	08192025	121023	4,935.96	08/11/2025	INV	PD	MEDICAL/PM AID SUPPLIES
						8,119.04				
12775 LINDE GAS & EQUIPMENT INC										
50963021		07/22/2025	10325636	08192025	121024	406.91	08/11/2025	INV	PD	SCBA CYLINDER RENTAL 6/20
50987253		07/22/2025	10325635	08192025	121024	763.04	08/11/2025	INV	PD	SCBA CYLINDER RENTAL 6/20
						1,169.95				
15191 LINDSEY, LUCIA										
170835		08/05/2025	10325745	08192025	121025	549.00	08/05/2025	INV	PD	REFUND 170835 1SUM0312-14

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15175 LOGAN, LORI										
169978		07/29/2025	10325328	08192025	121026	200.00	07/29/2025	INV	PD	REFUND 169978 WP RETURN D
1963 LOS ANGELES UNIFIED SCHOOL DISTRICT										
3879		08/01/2025	10325579	08192025	121027	90.00	08/11/2025	INV	PD	BILINGUAL TESTING FLORES,
15205 LOUIS, RACHAEL										
173577		08/05/2025	10325921	08192025	121028	400.00	08/05/2025	INV	PD	REFUND 173577 SSL RETURN
14518 LOVEJOY FOUNDATION INC										
DASRB072025	6532	06/30/2025	10325992	08192025	121029	1,609.08	07/21/2025	INV	PD	03/2025 - 06/2025 DECEASE
RB05012025	6532	06/30/2025	10325991	08192025	121029	2,500.00	07/21/2025	INV	PD	05/2025 - 06/2025 ANIMAL
						4,109.08				
11274 LUCCI AND ASSOCIATES, INC.										
25134A	6663	07/11/2025	10325402	08192025	121030	17,948.00	08/11/2025	INV	PD	DESIGN SERVICES SYSTEM UP
1985 LYNN PEAVEY COMPANY										
419634		07/17/2025	10325710	08192025	121031	184.63	08/16/2025	INV	PD	CRIME LAB SUPPLIES
15213 MACAULAY, KAELIE										
06020613		08/07/2025	10325906	08192025	121032	230.00	08/07/2025	INV	PD	PER DIEM CSI SCHOOL POST
15166 MACDONALD, ANNA										
AM081925		06/30/2025	10325192	08192025	121033	4.00	08/11/2025	INV	PD	PARKING PAYMENT REFUND
10274 MACKAY METERS, INC.										
1069907	6523	06/30/2025	10325989	08192025	121034	134.00	07/21/2025	INV	PD	06/2025 TRANSACTION FEES
1069908	6523	06/30/2025	10325049	08192025	121034	5,334.00	07/21/2025	INV	PD	06/2025 METER TRANSACTION
						5,468.00				
14777 MADE BY MEG										
8213193		08/05/2025	10325624	08192025	121035	263.40	08/05/2025	INV	PD	MADE BY MEG SENIOR MEALS
8213194		08/05/2025	10325626	08192025	121035	329.25	08/05/2025	INV	PD	MADY BY MEG SENIOR MEALS
8213195		08/05/2025	10325629	08192025	121035	289.74	08/05/2025	INV	PD	MADY BY MEG SENIOR LUNCH
8213196		08/05/2025	10325633	08192025	121035	263.40	08/05/2025	INV	PD	MADE BY MEG SENIOR LUNCH
8213198		08/05/2025	10325634	08192025	121035	329.25	08/05/2025	INV	PD	MADY BY MEG SENIOR MEALS
						1,475.04				
15173 MALDONADO-LAZO, JAZMIN										
168752		07/29/2025	10325330	08192025	121036	123.60	07/29/2025	INV	PD	REFUND 168752 SSL BOOKING
3963 MANHATTTAN BEACH TOYOTA										

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
681452TOR		07/29/2025	10325443	08192025	121037	423.23	08/28/2025	INV	PD	UNIT 615-07 TPMS SENSORS
7847 MANNING & KASS, ELLROD, RAMIREZ, TRESTER LLP										
837434		07/09/2025	10325726	08192025	121038	302.50	08/11/2025	INV	PD	6/25 M. Rhoads Legal Fees
837475		07/09/2025	10325727	08192025	121038	831.10	08/11/2025	INV	PD	6/25 D. Garces Legal Fees
837479		07/09/2025	10325728	08192025	121038	330.60	08/11/2025	INV	PD	6/25 D. Padilla Legal Fee
837481		07/09/2025	10325724	08192025	121038	302.50	08/11/2025	INV	PD	6/25 R. Woodson Legal Fee
						1,766.70				
15212 MARGOLIS, SHARON S.										
E2024-2305		08/06/2025	10325911	08192025	121039	1,347.00	08/07/2025	INV	PD	REFUND DEPOSIT E2024-2305
14839 MARINE MAMMAL CARE CENTER										
RB-1003	6792	07/15/2025	10325077	08192025	121040	15,000.00	08/11/2025	INV	PD	MARINE MAMMAL RESCUE/RECO
15118 MASTER CONSTRUCTION										
524NHELBERTA-REFUND		08/07/2025	10325928	08192025	121041	3,000.00	08/07/2025	INV	PD	DEMO DEPOSIT REFUND FOR 5
15195 MATTHEWS, CASEY										
E2023-1688		07/28/2025	10325444	08192025	121042	513.00	08/07/2025	INV	PD	REFUND PERMIT E2023-1688
E2023-1713		07/28/2025	10325446	08192025	121042	295.00	08/07/2025	INV	PD	REFUND PERMIT E2023-1713
						808.00				
2068 MATTUCCI PLUMBING										
227570		08/07/2025	10325931	08192025	121043	165.00	08/07/2025	INV	PD	1 -Snake Contract price t
2080 MC KEEGAN, ROBERT										
SUMMER2025		08/05/2025	10325746	08192025	121044	8,562.40	08/05/2025	INV	PD	SUMMER2025 TENNIS 1TEN110
2084 MCCUNE & HARBER, LLP.										
126998		01/31/2025	10325954	08192025	121045	2,093.00	08/11/2025	INV	PD	1/25 S. Dettelbach Legal
127473		02/28/2025	10325956	08192025	121045	1,372.00	08/11/2025	INV	PD	2/25 J. Shannon Legal Fee
128367		04/30/2025	10325958	08192025	121045	2,229.50	08/11/2025	INV	PD	4/25 J. Shannon Legal Fee
128425		04/30/2025	10325733	08192025	121045	90.00	08/11/2025	INV	PD	4/25 K. Alexander Legal F
128816		05/31/2025	10325959	08192025	121045	1,972.65	08/11/2025	INV	PD	5/25 S. Dettelbach Legal
128817		05/31/2025	10325947	08192025	121045	3,136.00	08/11/2025	INV	PD	5/25 J. Shannon Legal Fee
129277		06/30/2025	10325948	08192025	121045	3,616.80	08/11/2025	INV	PD	6/25 K. Alexander Legal F
129279		06/30/2025	10325949	08192025	121045	586.00	08/11/2025	INV	PD	6/25 S. Counter Legal Fee
129280		06/30/2025	10325950	08192025	121045	1,686.00	08/11/2025	INV	PD	6/25 S. Dettelbach Legal
129281		06/30/2025	10325951	08192025	121045	2,862.04	08/11/2025	INV	PD	6/25 J. Shannon Legal Fee
129282		06/30/2025	10325952	08192025	121045	265.50	08/11/2025	INV	PD	6/25 K. Brimer Legal Fees
129283		06/30/2025	10325953	08192025	121045	392.00	08/11/2025	INV	PD	6/25 G. Mesch Legal Fees
						20,301.49				
2106 MELROY CO., INC.										

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79969		07/22/2025	10325291	08192025	121046	735.00	08/21/2025	INV	PD	FS2 CORE DRILLING
14908 MES SERVICE COMPANY LLC										
IN2285084		06/19/2025	10325649	08192025	121047	1,460.38	08/11/2025	INV	PD	UNIFORM BOOTS
2127 MICHAEL J ARNOLD & ASSOCIATES INC										
15061	6750	08/11/2025	10325978	08192025	121048	84.00	08/11/2025	INV	PD	CONSULTANT SERVICES FOR S
15063	6750	08/11/2025	10325977	08192025	121048	3,500.00	08/11/2025	INV	PD	CONSULTANT SERVICES FOR S
						3,584.00				
7177 MICHEL & ASSOCIATES, P.C.										
10460TS		01/15/2022	10325561	08192025	121049	440.00	08/11/2025	INV	PD	12/21 O. Quinn Legal Fees
13439TS/8459QB		02/27/2025	10325319	08192025	121049	10,376.89	08/11/2025	INV	PD	1/25 D. Barker Legal Fees
13518TS/8497QB		03/24/2025	10325329	08192025	121049	1,099.60	08/11/2025	INV	PD	2/25 Law Offices of Chris
13522TS		03/24/2025	10325570	08192025	121049	2,891.50	08/11/2025	INV	PD	2/25 G. Cooke Legal Fees
13523TS/8466QB		03/24/2025	10325320	08192025	121049	1,891.85	08/11/2025	INV	PD	1/25 - 2/25 W. Corteza Le
13720TS		06/03/2025	10325569	08192025	121049	177.00	08/11/2025	INV	PD	4/25 D. Barker Legal Fees
13725TS/8576QB		06/03/2025	10325560	08192025	121049	2,043.74	08/11/2025	INV	PD	4/25 P. Mack Legal Fees
13727TS/8575QB		06/03/2025	10325562	08192025	121049	1,363.11	08/11/2025	INV	PD	4/25 R. Rivas Legal Fees
13728TS		06/03/2025	10325567	08192025	121049	295.50	08/11/2025	INV	PD	4/25 D. Trejo Legal Fees
13731TS/8572QB		06/04/2025	10325565	08192025	121049	7,372.31	08/11/2025	INV	PD	4/25 Stuver Insurance Leg
13812TS		06/20/2025	10325344	08192025	121049	944.00	08/07/2025	INV	PD	PROFESSIONAL SERVICES COR
8047QB		01/31/2024	10325643	08192025	121049	27.75	08/11/2025	INV	PD	1/24 Stuver Insurance Exp
						28,923.25				
9518 MIND BODY OCEAN										
DFSUMMER25		07/29/2025	10325294	08192025	121050	637.00	07/29/2025	INV	PD	DFSUMMER25 1APG0507 ADULT
13349 MINUTEMAN PRESS REDONDO BEACH										
33844	6217	07/28/2025	10325232	08192025	121051	208.63	07/28/2025	INV	PD	Minuteman Press Printing
33851	6217	07/28/2025	10325234	08192025	121051	93.08	07/28/2025	INV	PD	Minuteman Press Printing
33937	6217	07/28/2025	10325233	08192025	121051	274.52	07/28/2025	INV	PD	Minuteman Press Printing
34131	6217	07/28/2025	10325231	08192025	121051	213.53	07/28/2025	INV	PD	Minuteman Press Printing
34176	6217	07/28/2025	10325230	08192025	121051	649.34	07/28/2025	INV	PD	Minuteman Press Printing
34374	6217	07/28/2025	10325235	08192025	121051	263.40	07/28/2025	INV	PD	Minuteman Press Printing
34378	6217	07/28/2025	10325237	08192025	121051	279.86	07/28/2025	INV	PD	Minuteman Press Printing
34379	6217	07/28/2025	10325236	08192025	121051	93.29	07/28/2025	INV	PD	Minuteman Press Printing
						2,075.65				
11379 MRI SOFTWARE LLC										
MRIUS2318201	6972	07/30/2025	10325348	08192025	121052	33,634.08	07/30/2025	INV	PD	HAPPY CLOUD SOFTWARE ANNU
14196 NAPA AUTO PARTS										
056887		07/21/2025	10325416	08192025	121053	376.87	08/20/2025	INV	PD	UNIT 136-18 FRONT BRAKE P
057082		07/23/2025	10325417	08192025	121053	306.59	08/22/2025	INV	PD	UNIT 002-20 FRONT BRAKE P
057192		07/24/2025	10325418	08192025	121053	43.42	08/24/2025	INV	PD	UNIT 611-21 OIL & AIR FIL
057540		07/28/2025	10325437	08192025	121053	90.65	08/27/2025	INV	PD	UNIT 257-20 BRAKE PADS
057667		07/30/2025	10325438	08192025	121053	773.48	08/28/2025	INV	PD	UNIT 243-09 SHOCK PADS AN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
058132		08/05/2025	10325801	08192025	121053	193.80	09/06/2025	INV	PD	UNIT 249 BRAKE PADS
						1,784.81				
13466 NATEC INTERNATIONAL INC.										
220153		07/17/2025	10325701	08192025	121054	1,150.00	08/05/2025	INV	PD	DEFENSIVE DRIVING TRAININ
220160		07/17/2025	10325190	08192025	121054	1,150.00	08/16/2025	INV	PD	DEFENSIVE DRIVING TRAININ
						2,300.00				
6256 NATIONAL DATA & SURVEYING SERVICES										
25-020263		08/04/2025	10325548	08192025	121055	1,530.00	08/07/2025	INV	PD	JULY STUDY TRAFFIC COUNTS
5578 NATIONAL SIGNAL										
0053306-IN		07/08/2025	10325494	08192025	121056	1,155.50	08/08/2025	INV	PD	ILLUMINATED SIGN PANELS 6
13606 NC COMMUNICATIONS, INC.										
RB3878		08/01/2025	10325479	08192025	121057	1,500.00	08/01/2025	INV	PD	Troubleshoot fiber equipm
10031 OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA,										
87469806		07/15/2025	10325577	08192025	121058	145.00	08/11/2025	INV	PD	DOT PHYSICALS 07/15/2025
10733 OCEAN BLUE ENVIRONMENTAL SERVICES, INC.										
41623		07/11/2025	10325347	08192025	121059	1,056.14	08/11/2025	INV	PD	FECES CLEANUP-PERRY PARK
7131 OCHOA, IGNACIO										
1456793		08/05/2025	10325737	08192025	121060	150.00	08/05/2025	INV	PD	1456793 SAILING BOTTOM BO
13029 ODP BUSINESS SOLUTIONS, LLC										
425469196001		07/17/2025	10325595	08192025	121061	56.18	08/11/2025	INV	PD	OFFICE SUPPLIES 07/17/202
430113808001		07/23/2025	10325185	08192025	121061	71.36	07/23/2025	INV	PD	OFFICE SUPPLIES
430481327001		07/15/2025	10325088	08192025	121061	145.39	08/07/2025	INV	PD	OFFICE AND COFFEE SUPPLIE
430945841001		07/18/2025	10325792	08192025	121061	167.91	08/07/2025	INV	PD	RECINOS - JDIC Toner
431017026001		07/09/2025	10325819	08192025	121061	13.60	08/11/2025	INV	PD	OFFICE SUPPLIES
431562554001		07/25/2025	10325786	08192025	121061	192.16	08/07/2025	INV	PD	RECINOS - JDIC Toner
431564588001		07/14/2025	10325790	08192025	121061	1,190.38	08/07/2025	INV	PD	RECINOS - JDIC Toner
431681446001		08/05/2025	10325623	08192025	121061	14.41	08/05/2025	INV	PD	ODP OFFICE USE & ENVELOPE
431739078001		07/18/2025	10325593	08192025	121061	18.37	08/11/2025	INV	PD	OFFICE SUPPLIES 07/18/202
431843369001		08/07/2025	10325939	08192025	121061	177.70	08/07/2025	INV	PD	chair, air fresh, markers
431843370001		08/07/2025	10325941	08192025	121061	65.63	08/07/2025	INV	PD	dish soap 4 pack
431843371001		08/07/2025	10325940	08192025	121061	65.84	08/07/2025	INV	PD	standing mat
432363380001		07/24/2025	10325747	08192025	121061	57.49	08/11/2025	INV	PD	FIRE ADMIN OFFICE SUPPLIE
432689892001		07/17/2025	10325452	08192025	121061	63.83	08/16/2025	INV	PD	DISINFECTANT WIPES & PENS
432800205001		07/22/2025	10325684	08192025	121061	255.97	08/22/2025	INV	PD	GALVAN - DB GENERAL OFFIC
432802859001		07/21/2025	10325683	08192025	121061	14.89	08/22/2025	INV	PD	GALVAN - DB GENERAL OFFI
						2,571.11				
14110 OM ROOFING 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
14979-PP2	6969	07/24/2025	10325453	08192025	121062	82,794.02	08/23/2025	INV	PD	VETERANS PARK HISTORIC LI
4643 ORION PLASTICS										
29685		07/21/2025	10325511	08192025	121063	4,944.24	08/21/2025	INV	PD	PIER TRASH CAN LINERS
11967 PACIFIC PRODUCTS & SERVICES, LLC										
36454		07/17/2025	10325075	08192025	121064	2,030.38	08/16/2025	INV	PD	TRAFFIC DELINEATORS FOR S
15197 PADMANABHAN, HEMA										
2501200		07/30/2025	10325573	08192025	121065	325.00	08/07/2025	INV	PD	REFUND DEPOSIT FEE PERMIT
2408 PV VILLAGE PET HOSPITAL										
711880894		05/23/2025	10325026	08192025	121066	10.00	07/21/2025	INV	PD	INJURED DOG 05/23/2025
8697 PAPER ROLL PRODUCTS										
286488		07/22/2025	10325323	08192025	121067	2,250.00	08/11/2025	INV	PD	PAY STATION PAPER
12759 PARKMOBILE LLC										
US032-2025-000518		06/30/2025	10325007	08192025	121068	3,051.50	07/21/2025	INV	PD	06/2025 TRANSACTION FEES
11770 PATRICK, WILLARD J.										
6282025		08/06/2025	10325756	08192025	121069	401.31	08/06/2025	INV	PD	PARTIAL REFUND - DAMAGE D
15181 PATTERSON, KAYCIE										
168645		07/29/2025	10325326	08192025	121070	200.00	07/29/2025	INV	PD	REFUND 168645 AV RETURN D
13008 PAYBYPHONE TECHNOLOGIES INC.										
INVPBP-HQ-16349		06/30/2025	10325022	08192025	121071	180.12	07/21/2025	INV	PD	06/2025 WATERFRONT TRANSA
INVPBP-HQ-16350		06/30/2025	10325021	08192025	121071	630.76	07/21/2025	INV	PD	06/2025 TRANSACTION FEES
						810.88				
8133 PCI STRIPING										
10998C-17	6670	06/27/2025	10325396	08192025	121072	28,186.49	07/27/2025	INV	PD	CITYWIDE TRAFFIC STRIPPIN
14339 PEGASUS STUDIOS										
1008	6885	08/01/2025	10325498	08192025	121073	8,400.00	08/01/2025	INV	PD	CITY MEETINGS ACTIVATE AV
14540 PEREGRINE TECHNOLOGIES INC										
INV-0271		07/11/2025	10325877	08192025	121074	1,007.35	08/11/2025	INV	PD	HOFFMAN FBINAA CONF FLIGH
15178 PETERS, JAMIE										
168644		07/29/2025	10325338	08192025	121075	280.00	07/29/2025	INV	PD	REFUND 168644 1SUM0328-08

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12791 PILEUM CORPORATION										
P125404		05/13/2025	10325833	08192025	121076	2,140.13	08/11/2025	INV	PD	FY25-26 SENTINAL AI CAMER
12987 POMERANITZ, EFRAT										
SUMMER2025		08/05/2025	10325913	08192025	121077	2,866.50	08/05/2025	INV	PD	SUMMER2025 ADULT YOGA 1AP
11747 PORTOFINO HOTEL & MARINA										
08042025		08/04/2025	10325835	08192025	121078	179.54	09/04/2025	INV	PD	07/2025 MEU BOAT FUEL
5485 PORTOFINO HOTEL & YACHT CLUB										
08042025		07/25/2025	10325576	08192025	121079	1,173.78	08/11/2025	INV	PD	FUEL 801
13205 PROSHRED SECURITY										
100073384		07/21/2025	10325697	08192025	121080	635.00	08/11/2025	INV	PD	RECORDS DESTRUCTION
100073803		08/04/2025	10325896	08192025	121080	440.00	08/11/2025	INV	PD	RECORDS DESTRUCTION
						1,075.00				
2548 PRUDENTIAL OVERALL SUPPLY										
43047477		07/29/2025	10325592	08192025	121081	29.45	08/11/2025	INV	PD	MATS/ACCT 20419235 FD #3
43049013		08/05/2025	10325692	08192025	121081	27.50	08/11/2025	INV	PD	8/25 FS1/DEL #20419018 SH
						56.95				
10446 PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.										
900835		07/18/2025	10325870	08192025	121082	924.00	08/07/2025	INV	PD	PSYCHOLOGICAL J SETICH DI
12665 QUALITY REFRIGERATION COMPANY INC										
0110575-IN		07/22/2025	10325353	08192025	121083	1,008.17	08/22/2025	INV	PD	SERVICE CALL - COUNCIL CH
5029 QUEST TAEKWONDO										
03-RBCS2025		08/05/2025	10325676	08192025	121084	315.00	08/05/2025	INV	PD	QUEST03-RBCS2025 SUMMER20
15180 QUINONES, THERESA										
168646		07/29/2025	10325325	08192025	121085	200.00	07/29/2025	INV	PD	REFUND 168646 AV RETURN D
12257 RACE COMMUNICATIONS										
RC1723016		08/01/2025	10325481	08192025	121086	2,040.00	08/01/2025	INV	PD	2GB Dedicated Internet Ac
13044 RAINVILLE DESIGN STUDIO										
9196		05/09/2025	10325397	08192025	121087	2,375.00	05/09/2025	INV	PD	PLANTING LAYOUT DESIGNS F
8230 RAYNE WATER SYSTEMS										

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
8794		07/31/2025	10325704	08192025	121088	134.00	08/30/2025	INV	PD	FS2 WATER SOFTENER 8/1-8/
11255 RED SECURITY GROUP, LLC										
102374		03/13/2025	10325395	08192025	121089	155.00	04/13/2025	INV	PD	CHANGE RESTROOMS AT PERRY
15069 REDWOOD PUBLIC LAW LLP										
16115		06/30/2025	10325250	08192025	121090	4,092.00	08/11/2025	INV	PD	6/25 Real Estate Transact
9753 REGENTS OF THE UNIVERSITY OF CALIFORNIA										
IN00359846		07/18/2025	10325730	08192025	121091	2,651.56	08/11/2025	INV	PD	7/25 CA Municipal Law Han
9637 REGIONAL TAP CENTER										
6025600		08/07/2025	10325942	08192025	121092	548.00	08/07/2025	INV	PD	TAP July 2025
12044 RENDELL, BRAD										
07252025		07/25/2025	10325590	08192025	121093	100.00	08/11/2025	INV	PD	UNDERWATER MAINTENANCE -
14992 RENEWELL FLEET SERVICE LLC										
6771		07/10/2025	10325497	08192025	121094	1,602.60	08/09/2025	INV	PD	UNIT 124-18 SIGHT GLASS &
13549 REVENUE & COST SPECIALISTS, LLC										
9355	6704	07/16/2025	10325252	08192025	121095	6,516.00	08/11/2025	INV	PD	AGREEMENT FOR REVENUE AND
2685 RICHARDS, WATSON & GERSHON										
254085		07/14/2025	10325550	08192025	121096	826.00	08/11/2025	INV	PD	6/25 Pipeline Franchise I
254086		07/14/2025	10325551	08192025	121096	649.00	08/11/2025	INV	PD	6/25 NPDES Issues Rel. to
254087A		07/14/2025	10325660	08192025	121096	14,388.00	08/11/2025	INV	PD	6/25 Public Records Act L
254087C		07/14/2025	10325641	08192025	121096	7,998.00	08/11/2025	INV	PD	6/25 Mehta Mechanical Cor
254089		07/14/2025	10325654	08192025	121096	914.50	08/11/2025	INV	PD	6/25 New Commune DTLA Leg
254090		07/16/2025	10325589	08192025	121096	737.50	08/11/2025	INV	PD	6/25 New Commune DTLA (2)
254278		07/23/2025	10325725	08192025	121096	4,048.36	08/11/2025	INV	PD	6/25 G. Labono Legal Fees
						29,561.36				
15182 RITTER, THOMAS										
168976		07/29/2025	10325332	08192025	121097	455.00	07/29/2025	INV	PD	REFUND 168976 4YPG1004-01
12010 ROADLINE PRODUCTS INC, USA										
21654		07/17/2025	10325290	08192025	121098	623.44	08/16/2025	INV	PD	WHITE PAINT AND GLASS BEA
14102 ROBERT HALF										
65207108	6812	07/22/2025	10325865	08192025	121099	1,339.20	08/11/2025	INV	PD	TEMPORARY STAFFING SERVIC
65245367	6284	08/04/2025	10325564	08192025	121099	3,127.22	08/04/2025	INV	PD	TEMPORARY STAFFING FOR FI
65255862	6284	08/05/2025	10325689	08192025	121099	3,166.80	08/05/2025	INV	PD	TEMPORARY STAFFING FOR FI

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						7,633.22				
6661 ROBERTSON'S										
686472		07/10/2025	10325307	08192025	121100	1,212.67	08/10/2025	INV	PD	CONCRETE FOR 416 N. MARIA
688844		07/16/2025	10325308	08192025	121100	913.56	08/10/2025	INV	PD	CONCRETE FOR 308 N. GERTR
689024		07/17/2025	10325310	08192025	121100	913.56	08/10/2025	INV	PD	CONCRETE FOR N GERTRUDA A
696990		07/30/2025	10325541	08192025	121100	1,054.11	08/10/2025	INV	PD	CONCRETE FOR FIRMONA AVE
						4,093.90				
15204 ROBLES, DIANA										
173574		08/05/2025	10325919	08192025	121101	400.00	08/05/2025	INV	PD	REFUND 173574 ANDERSON SE
15162 ROCKSETH, ZACHARY										
FTOSCHOOL		08/07/2025	10325858	08192025	121102	92.00	08/07/2025	INV	PD	PER DIEM FTO SCHOOL
2734 ROOTX										
86792		07/21/2025	10325285	08192025	121103	4,772.80	08/04/2025	INV	PD	ROOTX AND FUNNEL FOR SEWE
15184 RUIZ, SASHA										
168839		07/29/2025	10325334	08192025	121104	400.00	07/29/2025	INV	PD	REFUND 168839 SSL RETURN
2783 SAFETY-KLEEN CORPORATION										
97530443		07/10/2025	10325412	08192025	121105	197.00	08/09/2025	INV	PD	SHOP USED OIL P.U. RECYCL
97744174		07/11/2025	10325411	08192025	121105	1,176.71	08/10/2025	INV	PD	STOCK MOTOR OIL
						1,373.71				
15174 SALAZAR, TRICIA										
169981		07/29/2025	10325327	08192025	121106	200.00	07/29/2025	INV	PD	REFUND 169981 AV RETURN D
3855 SAMURAI ACTION STUDIO										
SUMMER2025		07/29/2025	10325254	08192025	121107	1,162.00	07/29/2025	INV	PD	SUMMER2025 1YPG0601 0603
3031 SC FUELS										
IN-0000751343	7054	07/25/2025	10325449	08192025	121108	25,691.16	08/24/2025	INV	PD	8,000 GALLONS UNLEADED FU
11774 SHAFER, MARIA										
2025-012 RBCA		02/11/2025	10325783	08192025	121109	510.00	08/11/2025	INV	PD	MEETING MINUTES FOR CULTU
2025-024 RBCAC		04/07/2025	10325785	08192025	121109	510.00	08/11/2025	INV	PD	MEETING MINTUTES FOR CULT
2025-032 RBCAC		06/05/2025	10325788	08192025	121109	510.00	08/11/2025	INV	PD	MEETING MINUTES FOR CULTU
2025-040 RBPC		07/19/2025	10325239	08192025	121109	510.00	08/11/2025	INV	PD	MEETING MINUTES FOR PLANN
						2,040.00				
8719 SHEYBANI, KERRI										
KSSUMMER2025		07/29/2025	10325256	08192025	121110	980.00	07/29/2025	INV	PD	KSSUMMER2025 1APG0605 ADU

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
8622 SHOETERIA										
0088275-IN		07/14/2025	10325212	08192025	121111	350.00	08/13/2025	INV	PD	JULIO JIMENEZ WORK BOOTS
0088290-IN		07/14/2025	10325213	08192025	121111	350.00	08/13/2025	INV	PD	PHILLIP WELLS WORK BOOTS
0088420-IN		07/15/2025	10325214	08192025	121111	332.38	08/14/2025	INV	PD	ROSARIO MAGDALENO WORK BO
0088485-IN		07/17/2025	10325215	08192025	121111	350.00	08/16/2025	INV	PD	NELZON GRANADOS WORK BOOT
0088495-IN		07/17/2025	10325216	08192025	121111	350.00	08/16/2025	INV	PD	RIGO MENDOZA WORK BOOTS F
						1,732.38				
9823 SHRED-IT USA LLC										
1000196362		07/31/2025	10325892	08192025	121112	595.66	08/11/2025	INV	PD	PAPER SHREDDING SERVICE
8931 SIGNAL ATTORNEY SERVICE, INC.										
073125		07/31/2025	10325729	08192025	121113	73.00	08/11/2025	INV	PD	Services Rendered from 07
10629 SITEONE LANDSCAPE SUPPLY										
155021242-002		07/08/2025	10325275	08192025	121114	74.79	08/07/2025	INV	PD	RAZOR-BACK TRENCHING SHOV
155836372-001		07/08/2025	10325273	08192025	121114	252.31	08/07/2025	INV	PD	RAIN BIRD DIAPHRAGM ASSEM
						327.10				
14181 SOTO, DIANGELO										
TEAMSTERS 07/01/2025		07/14/2025	10325572	08192025	121115	92.00	08/11/2025	INV	PD	TEAMSTERS DOT CDL PHYSICA
TEAMSTERS 07/11/2025		07/14/2025	10325574	08192025	121115	100.00	08/11/2025	INV	PD	TEAMSTERS CALIFORNIA DMV
						192.00				
10381 SOUTH BAY FIRE, INC.										
194786		07/31/2025	10325830	08192025	121116	556.46	08/30/2025	INV	PD	PW YARD ANNUAL FIRE EXTIN
194810		08/07/2025	10325930	08192025	121116	285.00	08/07/2025	INV	PD	5# &10#- Annual Certifica
200468		07/17/2025	10325318	08192025	121116	111.95	07/17/2025	INV	PD	REPLACEMENT FIRE EXTINGUI
200560		07/29/2025		08192025	121116	240.00	07/29/2025	INV	PD	FS1 & ALTA VISTA ANNUAL F
200564		07/31/2025	10325520	08192025	121116	1,084.46	07/31/2025	INV	PD	PIER/HABOR ANNUAL FIRE EX
						2,277.87				
11210 SOUTH BAY FLEET SPECIALIST										
221865		07/25/2025	10325409	08192025	121117	573.01	08/24/2025	INV	PD	UNIT 136-18 DOOR HINGES R
2990 SOUTH BAY FORD										
550738		07/29/2025	10325445	08192025	121118	121.66	08/28/2025	INV	PD	UNIT 353-22 LEFT DOOR MIR
551156		07/31/2025	10325495	08192025	121118	56.58	08/30/2025	INV	PD	UNIT 243 A/C RESISTOR
551623		08/05/2025	10325806	08192025	121118	73.92	09/04/2025	INV	PD	UNIT 249 TIRE SENSOR
						252.16				
9634 SOUTH BAY LANDSCAPING, INC.										
21779		07/29/2025	10325270	08192025	121119	1,392.00	08/28/2025	INV	PD	MONTHLY PIER LANDSCAPING
21792		07/29/2025	10325269	08192025	121119	2,280.00	08/28/2025	INV	PD	HARBOR LANDSCAPE MAINT A/
21793		07/29/2025	10325271	08192025	121119	1,200.00	08/28/2025	INV	PD	MONTHLY HARBOR MEDIAN LAN

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						4,872.00				
11928 SOUTH BAY PARKLAND CONSERVANCY										
1038	6222	07/23/2025	10325410	08192025	121120	4,039.56	08/22/2025	INV	PD	SOUTH BAY PARKLAND CONSRV
2999 SOUTH BAY SHELL										
SHELLCARWASH 7/25		07/25/2025	10325791	08192025	121121	664.00	08/24/2025	INV	PD	7/25 CITY VEHICLE CAR WAS
3005 SOUTH COAST AIR QUALITY MANAGEMENT DISTR										
AQMD 2025		08/07/2025	10325934	08192025	121122	1,453.87	08/07/2025	INV	PD	AQMD 2025 ECRP
3016 SOUTHERN CALIFORNIA EDISON										
600001012446-060925		06/09/2025	10325069	08192025	121123	87,857.58	06/30/2025	INV	PD	CATALINA, ARTESIA, AVIATI
700062327897-070325		07/03/2025	10325188	08192025	121123	3,238.91	07/23/2025	INV	PD	N. HARBOR DR,MAR WAY,FISH
700062360940-071625		07/16/2025	10325543	08192025	121123	2,189.34	08/05/2025	INV	PD	N HARBOR DR, N CATALINA,
700062391656-070325		07/03/2025	10325189	08192025	121123	3,176.04	07/23/2025	INV	PD	BERYL/HARBOR, PORTOFINO W
700062436318-071625		07/16/2025	10325544	08192025	121123	12,355.11	08/05/2025	INV	PD	101 TORRANCE BL./INT'L BO
700165291478-071625		07/16/2025	10325206	08192025	121123	174.36	08/05/2025	INV	PD	205 YACHT CLUB WAY 06/11-
700165291478-071625B		07/16/2025	10325207	08192025	121123	174.36	08/05/2025	INV	PD	205 YACHT CLUB WAY 7/13/2
700354269811-073125		07/31/2025	10325668	08192025	121123	320.45	08/20/2025	INV	PD	1521 KINGSDALE AVE 06/25-
700354269811-073125B		07/31/2025	10325673	08192025	121123	1,281.79	08/20/2025	INV	PD	1521 KINGSDALE AVE 06/25-
700464670763-072925		07/29/2025	10325666	08192025	121123	80.03	08/18/2025	INV	PD	1928 NELSON AVE 06/23-07/
700464670763-072925B		07/29/2025	10325672	08192025	121123	227.00	08/18/2025	INV	PD	1928 NELSON AVE 06/23-07/
700470178747-071625		07/16/2025	10325205	08192025	121123	1,561.25	08/05/2025	INV	PD	ARTESIA, JUANITA, 190TH,
700724544574-073125		07/31/2025	10325657	08192025	121123	204.40	08/20/2025	INV	PD	1521 KINGSDALE AVE FY 06/
700724544574-073125B		07/31/2025	10325669	08192025	121123	1,103.73	08/20/2025	INV	PD	1521 KINGSDALE AVE 06/25-
700776225568-073025		07/30/2025	10325664	08192025	121123	82.92	08/19/2025	INV	PD	715 JULIA AVE 06/24-07/24
700776225568-073025B		07/30/2025	10325671	08192025	121123	328.00	08/19/2025	INV	PD	715 JULIA AVE 06/24-07/24
Edison 6.25-7.25		08/07/2025	10325938	08192025	121123	116.78	08/07/2025	INV	PD	Edision 6.25-7.25 PED 152
						114,472.05				
15165 SOUTHERN CALIFORNIA FLAGPOLE COMPANY INC										
25 099		05/09/2025	10325406	08192025	121124	2,856.18	06/09/2025	INV	PD	SERVICE CALL TO REPAIR 60
10201 SPORTBALL										
SBSUM25-04		07/29/2025	10325337	08192025	121125	1,392.30	07/29/2025	INV	PD	SBSUM25-04 SUMMER CAMPS 1
3063 ST. PAUL'S UNITED METHODIST CHURCH										
QTR4		08/07/2025	10325917	08192025	121126	2,958.85	08/07/2025	INV	PD	CDBG ST PAUL'S PROJECT NE
6942 STEVEN ENTERPRISES										
62076		07/22/2025	10325081	08192025	121127	585.83	08/07/2025	INV	PD	INKJET BOND PAPER FOR ENG
10365 T-MOBILE										
205379417-08192025		07/28/2025	10325245	08192025	121128	506.15	07/28/2025	INV	PD	RB FIRE MDC 205379417
997675723-12220-0819		07/28/2025	10325246	08192025	121128	122.20	07/28/2025	INV	PD	997675723-HSI ROUTERS

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
998074818072125		07/21/2025	10325866	08192025	121128	3,079.48	08/19/2025	INV	PD	MONTHLY FEES ACCT NO 9980
998197361-08192025		07/21/2025	10325653	08192025	121128	93.90	08/11/2025	INV	PD	FIRE DEPT PHONES/INTERNET
999828330-5645		08/01/2025	10325484	08192025	121128	56.45	08/01/2025	INV	PD	RB PD 4244698971
						3,858.18				
8435 T-MOBILE USA										
9612019698		07/22/2025	10325686	08192025	121129	165.00	07/22/2025	INV	PD	GPS LOCATE TIMING ADVANCE
9715 T2 SYSTEMS CANADA INC.										
INVEBP0000010156		07/01/2025	10325358	08192025	121130	322.00	08/11/2025	INV	PD	EXTEND BY PHONE USAGE 5/2
INVEBP0000010305		07/17/2025	10325311	08192025	121130	377.25	08/11/2025	INV	PD	EXTEND BY PHONE USAGE 6/2
RTNINVEBP10125		06/30/2025	10325359	08192025	121130	-230.50	06/30/2025	CRM	PD	CREDIT - 5/25 EXTEND BY P
						468.75				
9290 TELECOM LAW FIRM, P.C.										
19374	6408	07/30/2025	10325679	08192025	121131	399.64	08/07/2025	INV	PD	TELECOM CONSULTING SERVIC
11764 THE CHUKA FAMILY TRUST										
07312025		08/01/2025	10325482	08192025	121132	22,336.72	08/01/2025	INV	PD	THE CHUKA FAMILY TRUST -
10837 THE FELDHAKE LAW FIRM										
57060		08/04/2025	10325557	08192025	121133	33,857.15	08/11/2025	INV	PD	7/25 ICRMA Legal Fees
9019 THOMSON REUTERS - WEST										
852377083		08/01/2025	10325732	08192025	121134	1,256.43	08/11/2025	INV	PD	8/25 Monthly Library Char
14893 TIER ONE MECHANICAL INC										
920010127		05/27/2025	10325523	08192025	121135	3,018.40	06/26/2025	INV	PD	REPLACE DRINKING FOUNTAIN
8926 TILLMANN FORENSIC INVESTIGATIONS, LLC										
202502		07/30/2025	10325685	08192025	121136	323.20	09/15/2025	INV	PD	EVAL 6 CASES FOR MBIS ENT
71 TIME WARNER CABLE										
119992001072125		07/29/2025	10325258	08192025	121137	1,382.65	07/29/2025	INV	PD	119992001-NETWORK SERVICE
187587201070125.1		07/24/2025	10325202	08192025	121137	5,712.12	07/24/2025	INV	PD	187587201070125 DARK FIBE
188419101072125		07/29/2025	10325257	08192025	121137	3,311.70	07/29/2025	INV	PD	188419101-FIBER INTERNET
188420501072125		07/28/2025	10325244	08192025	121137	268.24	07/28/2025	INV	PD	188420501
						10,674.71				
11361 TIREHUB, LLC										
51322121		07/18/2025	10325419	08192025	121138	152.61	10/10/2025	INV	PD	STOCK TIRES
51393568		07/22/2025	10325420	08192025	121138	310.63	10/10/2025	INV	PD	UNIT 003-17 TIRES
51402294		07/22/2025	10325422	08192025	121138	1,267.14	10/10/2025	INV	PD	STOCK TIRES
51600566		07/29/2025	10325493	08192025	121138	281.19	11/10/2025	INV	PD	STOCK TIRES

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						2,011.57				
3216 TODDCO SWEEPING CO										
40262		07/01/2025	10325379	08192025	121139	475.00	08/01/2025	INV	PD	PARKING STRUCTURE MAINTEN
3225 TORRANCE AUTO PARTS										
2280-0625	6971	07/01/2025	10326131	08192025	121140	9,878.38	07/31/2025	INV	PD	JUNE AUTO PARTS PURCHASES
7130 TORRANCE AUTO REPAIR										
0191083		08/04/2025	10325539	08192025	121141	119.95	09/03/2025	INV	PD	UNIT 614-12 REGULAR WHEEL
3227 TORRANCE MEMORIAL MEDICAL CENTER										
34186		07/31/2025	10325853	08192025	121142	210.00	08/11/2025	INV	PD	07/2025 DUI BLOOD DRAWS
9342 TRANSUNION RISK AND ALTERNATIVE										
213833-202507-1		08/01/2025	10325687	08192025	121143	109.60	08/01/2025	INV	PD	07/2025 INVESTIGATIONS TL
3261 TURF STAR INC										
INV103700		07/29/2025	10325447	08192025	121144	2,313.12	08/28/2025	INV	PD	UNIT 286 REPAIRED CONNECT
INV103825		07/29/2025	10325448	08192025	121144	577.69	08/28/2025	INV	PD	UNIT 295 DECK WHEEL
INV104199		07/30/2025	10325504	08192025	121144	663.00	08/29/2025	INV	PD	UNIT 286 BALL JOINT
INV104531		07/31/2025	10325538	08192025	121144	9.35	08/30/2025	INV	PD	UNIT 286 NUTS FOR TIE ROD
INV105210		08/05/2025	10325808	08192025	121144	809.25	09/04/2025	INV	PD	UNIT 295 DIAGNOSTICS & TR
						4,372.41				
6191 TURNOUT MAINTENANCE COMPANY										
29981		07/25/2025	10325642	08192025	121145	3,214.45	08/11/2025	INV	PD	TURNOUT MAINTENANCE
3273 U.S. ARMOR CORPORATION										
45685		04/19/2025	10325781	08192025	121146	54.75	06/30/2025	INV	PD	ALTERATIONS CENICEROS
49993		06/17/2025	10325780	08192025	121146	845.02	06/30/2025	INV	PD	CSI MACAULAY VEST
50162		07/01/2025	10325814	08192025	121146	539.35	08/19/2025	INV	PD	DET COATES OUTER CARRIER
50313		07/22/2025	10325852	08192025	121146	897.08	08/19/2025	INV	PD	J G VILLATORO VEST RECEIV
50323		07/23/2025	10325854	08192025	121146	897.08	08/19/2025	INV	PD	K CARRILLO VEST RECEIVED
						3,233.28				
3702 US BANK										
14871023		07/24/2025	10325549	08192025	121147	2,631.00	08/31/2025	INV	PD	TRUST ACCOUNT FEES
3283 ULINE										
195480980		07/17/2025	10325441	08192025	121148	36.79	08/16/2025	INV	PD	KEY RING TAGS FOR SHOP
3285 UNDERGROUND SERVICE ALERT										
25-260056		08/01/2025	10325500	08192025	121149	826.37	08/07/2025	INV	PD	7/25-6/26/2024 NEW TICKET

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
720250579		08/01/2025	10325502	08192025	121149	280.00	08/07/2025	INV	PD	135 RBCH NEW TKT CHRGS &
						1,106.37				
5332 UNITED RENTALS NORTHWEST, INC.										
185398016-064		06/28/2025	10325513	08192025	121150	197.55	08/11/2025	INV	PD	7/25 Homeless Ct Portable
185398016-065		07/26/2025	10325678	08192025	121150	197.55	08/11/2025	INV	PD	8/25 Homeless Ct Portable
						395.10				
4616 UNITED SITE SERVICES OF CALIFORNIA, INC.										
114-14082338 FY25		06/20/2025	10325680	08192025	121151	482.70	08/11/2025	INV	PD	RB Pallet Shelter Restroo
114-14082338 FY26		06/20/2025	10325681	08192025	121151	702.10	08/11/2025	INV	PD	RB Pallet Shelter Restroo
114-14098133		07/18/2025	10325719	08192025	121151	1,184.80	08/11/2025	INV	PD	RB Pallet Shelter Restroo
						2,369.60				
8927 VECTOR RESOURCES, INC.										
103821	6800	05/05/2025	10326046	08192025	121152	13,131.30	08/12/2025	INV	PD	Maint Contract at RBTC Se
104400		07/01/2025	10325354	08192025	121152	420.00	07/30/2025	INV	PD	PW YARD CAMERA REPAIR JUN
						13,551.30				
13011 VENICE FAMILY CLINIC										
42025-62025		08/07/2025	10325916	08192025	121153	2,225.00	08/07/2025	INV	PD	CDBG VENICE FAMILY CLINIC
13579 VEOLIA WTS SERVICES USA, INC.										
903366432 100984073		07/31/2025	10325599	08192025	121154	364.81	08/11/2025	INV	PD	DI EXCHANGE MIX BED
903366433 100984074		07/29/2025	10325601	08192025	121154	361.00	08/11/2025	INV	PD	DI EXCHANGE MIX BED
						725.81				
15188 VERDUZCO, ADRIANA										
170824		08/05/2025	10325743	08192025	121155	120.00	08/05/2025	INV	PD	REFUND 170824 SSL CLOSED
8088 VERIZON BUSINESS SERVICES										
73409263		07/28/2025	10325247	08192025	121156	3,198.00	07/28/2025	INV	PD	SV646027-CALNET NEXT GEN
3621 VERIZON WIRELESS										
6117465574		07/01/2025	10325351	08192025	121157	593.60	07/24/2025	INV	PD	PW CELLS/IPADS JUNE 2-JUL
6118824793		07/18/2025	10325658	08192025	121157	1,104.25	08/11/2025	INV	PD	FIRE DEPT IPAD 6/19 - 7/1
6119448108		08/11/2025	10325964	08192025	121157	243.16	08/11/2025	INV	PD	BILLING PERIOD 06/26/25-0
						1,941.01				
15196 VERTEX HVAC										
2501634		07/28/2025	10325578	08192025	121158	325.00	08/07/2025	INV	PD	REFUND DEPOSIT FEE PERMIT
14811 VESTIS UNIFORM AND WORK PLACE										
5860457959	6754	07/02/2025	10325460	08192025	121159	104.98	08/10/2025	INV	PD	7/2 PIER UNIFORMS
5860457960	6754	07/02/2025	10325459	08192025	121159	179.35	08/10/2025	INV	PD	7/2 PARKS UNIFORMS

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
5860457961	6754	07/02/2025	10325458	08192025	121159	355.97	08/10/2025	INV	PD	7/2 PW YARD UNIFORMS
5860460561	6754	07/09/2025	10325428	08192025	121160	104.98	08/10/2025	INV	PD	7/9 PIER UNIFORMS
5860460562	6754	07/09/2025	10325430	08192025	121160	179.35	08/10/2025	INV	PD	7/9 PARKS UNIFORMS
5860460563	6754	07/09/2025	10325429	08192025	121160	356.18	08/10/2025	INV	PD	7/9 PW YARD UNIFORMS
5860463149	6754	07/16/2025	10325431	08192025	121160	108.00	08/10/2025	INV	PD	7/16 PIER UNIFORMS
5860463150	6754	07/16/2025	10325432	08192025	121160	172.47	08/10/2025	INV	PD	7/16 PARKS UNIFORMS
5860463151	6754	07/16/2025	10325434	08192025	121160	356.41	08/10/2025	INV	PD	7/16 PW YARD UNIFORMS
5860465742	6754	07/23/2025	10325462	08192025	121159	108.00	08/10/2025	INV	PD	7/23 PIER UNIFORMS
5860465743	6754	07/23/2025	10325461	08192025	121159	172.47	08/10/2025	INV	PD	7/23 PARKS UNIFORM
5860465744	6754	07/23/2025		08192025	121159	356.83	08/10/2025	INV	PD	7/23 PW YARD UNIFORMS
5860468336	6754	07/30/2025	10325466	08192025	121159	108.00	08/10/2025	INV	PD	7/30 PIER UNIFORMS
5860468337	6754	07/30/2025	10325465	08192025	121159	172.47	08/10/2025	INV	PD	7/30 PARKS UNIFORMS
5860468338	6754	07/30/2025	10325464	08192025	121159	355.10	08/10/2025	INV	PD	7/30 PW YARD UNIFORM
						3,190.56				
8802 VISION SERVICE PLAN										
823286597		07/19/2025	10325600	08192025	121161	6,228.65	08/11/2025	INV	PD	VSP ACTIVES AUGUST 2025
823286610		07/19/2025	10325604	08192025	121162	1,529.00	08/11/2025	INV	PD	VSP RETIREES AUGUST 2025
823286625		07/19/2025	10325606	08192025	121163	30.34	08/11/2025	INV	PD	VSP COBRA AUGUST 2025
						7,787.99				
11812 WADDELL, BART										
FIRE 07/14/2025		07/14/2025	10325575	08192025	121164	207.00	08/11/2025	INV	PD	FIRE INSPECTOR 1C 07/07/2
14946 WALLER, BRAD										
ICASUMRSEM2025C		08/11/2025	10325981	08192025	121165	86.00	08/11/2025	INV	PD	BWALLER ICA SUMMR SEM 202
15192 WATERFRONT EDUCATION										
SUMMERCAMP2501		07/29/2025	10325315	08192025	121166	7,301.70	07/29/2025	INV	PD	SUMMERCAMP2501 AQUA ESCAP
3408 WAXIE SANITARY SUPPLY										
83254898		07/30/2025	10325368	08192025	121167	673.74	07/30/2025	INV	PD	WAXIE SUPPLY FOR SEASIDE
83273789		07/30/2025	10325369	08192025	121167	65.65	07/30/2025	INV	PD	WAXIE SUPPLY-SEASIDE LAGO
83290279		06/09/2025	10325364	08192025	121167	146.52	07/09/2025	INV	PD	PARKS JANITORIAL SUPPLIES
83296338		06/11/2025	10325362	08192025	121167	699.60	07/11/2025	INV	PD	PARKS JANITORIAL SUPPLIES
83299823	6973	08/07/2025	10325800	08192025	121167	7,344.28	08/07/2025	INV	PD	SEASIDE LAGOON SUPPLIES
83312794		06/18/2025	10325365	08192025	121167	420.61	07/18/2025	INV	PD	PARKS JANITORIAL SUPPLIES
83315335		06/19/2025	10325408	08192025	121167	948.27	07/19/2025	INV	PD	AVIATION GYM JANITORIAL S
83318377		06/20/2025	10325363	08192025	121167	88.97	07/20/2025	INV	PD	PARKS JANITORIAL SUPPLIES
83318679		06/20/2025	10325367	08192025	121167	61.82	07/20/2025	INV	PD	PARKS JANITORIAL SUPPLIES
83329986		07/30/2025	10325370	08192025	121167	81.95	07/30/2025	INV	PD	WAXIE SUPPLY - SEASIDE LA
83342687		07/02/2025	10325277	08192025	121167	2,662.98	08/01/2025	INV	PD	PARKS JANITORAL SUPPLIES
83348822		07/07/2025	10325278	08192025	121167	1,261.94	08/06/2025	INV	PD	PARKS JANITORIAL SUPPLIES
83349085		07/07/2025	10325424	08192025	121167	455.55	08/06/2025	INV	PD	FACILITIES JANITORIAL SUP
83355100		07/09/2025	10325280	08192025	121167	4,453.01	08/08/2025	INV	PD	PIER JANITORIAL SUPPLIES
83358336		07/10/2025	10325505	08192025	121167	104.64	08/09/2025	INV	PD	AVIATION GYM JANITORIAL S
83358805		07/10/2025	10325276	08192025	121167	414.45	08/09/2025	INV	PD	FACILITIES DIST WAREHOUSE
83377341		07/07/2025	10325279	08192025	121167	1,182.32	08/06/2025	INV	PD	PARKS JANITORIAL SUPPLIES
83383048		07/22/2025	10325426	08192025	121167	3,439.24	08/21/2025	INV	PD	PIER JANITORIAL SUPPLIES
83383049		07/22/2025	10325360	08192025	121167	7.83	08/21/2025	INV	PD	CORE SPINDLE ADAPTER-RBPA

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
83389948		07/24/2025	10325700	08192025	121167	338.25	08/23/2025	INV	PD	FACILITIES JANITORIAL SUP
83414638		08/05/2025	10325874	08192025	121167	3,362.86	09/04/2025	INV	PD	JANITORIAL SUPPLIES-PIER
						28,214.48				
15179 WELTFRIED, ZIVA										
168648		07/29/2025	10325321	08192025	121168	200.00	07/29/2025	INV	PD	REFUND 168648 AV RETURN D
15164 WESSEL MECHANICAL										
07-25023		07/30/2025	10325456	08192025	121169	1,950.00	08/29/2025	INV	PD	AVIATION PARK REPAIRS TO
10426 WEST MARINE PRO										
8022		07/20/2025	10325580	08192025	121170	77.96	08/11/2025	INV	PD	FS3 PAINT SUPPLIES -
14896 WILBUR-ELLIS COMPANY LLC										
17371011		07/25/2025	10325317	08192025	121171	184.03	08/15/2025	INV	PD	FUNGICIDE FOR PARKS
17382435		07/30/2025	10325848	08192025	121171	592.65	08/15/2025	INV	PD	HERBICIDE FOR PARKS
17382441		07/30/2025	10325846	08192025	121171	348.84	08/15/2025	INV	PD	TURF ROYALE FOR PARKS
						1,125.52				
3458 WILLIAMS SCOTSMAN, INC.										
9024018829 FY25		06/25/2025	10325503	08192025	121172	34.49	08/11/2025	INV	PD	Homeless Court Storage 06
9024018829 FY26		06/25/2025	10325510	08192025	121172	126.48	08/11/2025	INV	PD	Homeless Court Storage 07
9024049929		06/30/2025	10325467	08192025	121172	174.07	07/30/2025	INV	PD	STREETS STORAGE CONTAINER
9024181820		07/18/2025	10325663	08192025	121172	275.91	08/11/2025	INV	PD	Pallet Shelter Storage PS
9024181821		07/18/2025	10325670	08192025	121172	328.59	08/11/2025	INV	PD	Pallet Shelter Storage 07
9024181822		07/18/2025	10325677	08192025	121172	275.91	08/11/2025	INV	PD	Pallet Shelter Storage 07
9024212128		07/23/2025	10325741	08192025	121172	160.97	08/11/2025	INV	PD	Homeless Court Storage 07
9024242086		07/28/2025	10325455	08192025	121172	174.07	08/27/2025	INV	PD	STREETS STORAGE CONTAINER
9024260758		07/30/2025	10325427	08192025	121172	257.20	08/29/2025	INV	PD	STREETS STORAGE CONTAINER
						1,807.69				
11291 WORK BOOT WAREHOUSE										
6-1-1025552		07/17/2025	10325288	08192025	121173	182.33	08/16/2025	INV	PD	CHRIS KING WORK BOOTS FY
6-1-1025725		07/25/2025	10325313	08192025	121173	350.00	08/24/2025	INV	PD	ADRIAN RODARTE WORK BOOTS
6-2-1045222		07/08/2025	10325286	08192025	121173	350.00	08/07/2025	INV	PD	BRIAN WHISLER WORK BOOTS
6-2-1045377		07/14/2025	10325289	08192025	121173	324.87	08/13/2025	INV	PD	ANTHONY MARTINEZ WORK BOO
6-2-1045714		07/26/2025	10325312	08192025	121173	350.00	08/25/2025	INV	PD	ROBERT LINDO WORK BOOTS F
						1,557.20				
11828 WORLD ADVANCEMENT OF TECHNOLOGY										
2753		07/31/2025	10325749	08192025	121174	2,500.00	08/11/2025	INV	PD	WITTMAN BILLING INTERFACE
2768		08/01/2025	10325750	08192025	121174	1,080.65	08/11/2025	INV	PD	WITTMAN BILLING INTERFACE
						3,580.65				
12757 ZEIN OBAGI JR										
ICASUMSEM2025B		08/11/2025	10325980	08192025	121175	43.00	08/11/2025	INV	PD	ZOBAGIJR ICA SUMMR SEM 20

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
4049 ZIP REPORTS										
52705250626		07/30/2025	10325350	08192025	121176	9.50	07/30/2025	INV	PD	REPORTS ORDERED JUNE 2025
52705250729		08/11/2025	10325962	08192025	121176	4.75	08/11/2025	INV	PD	REPORTS ORDERED JULY 2025
						14.25				
3510 ZOLL MEDICAL CORPORATION										
4243714		07/18/2025	10325637	08192025	121177	1,058.34	08/11/2025	INV	PD	MEDICAL AID SUPPLIES
		620 INVOICES				2,557,278.79				

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

Administrative Report

H.5., **File #** 25-0507 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE PLANS AND SPECIFICATIONS FOR THE PALLET SHELTER EXPANSION 2025 PROJECT, JOB NO. 2200/2201, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECT FOR COMPETITIVE BIDS

EXECUTIVE SUMMARY

As part of the FY 2023-24 budget adoption process, the City Council approved a project to expand the City's Pallet Shelter on the condition that grant funding be identified to pay for its construction. The estimated cost of the project was $1,568,750. On April 9, 2024, the City Council approved an agreement with Health Net to accept $768,750 of grant funding for the project. On August 8, 2024, the City Council approved an agreement with Los Angeles County to accept an additional $800,000 of funding for pallet shelter expansion, providing a total of $1,568,750.

After receiving funding commitments, staff began preparation of formal plans and specifications for the Pallet Shelter Expansion 2025 Project, Job No. 2200/2201 (Project). The Plans are now ready for City Council approval and authorization of competitive bidding. The solicitation process is expected to be complete in September 2025, with an anticipated contract award to follow in four to six weeks. Construction of the Project is expected to begin in Winter 2025 and last 100 working days.

BACKGROUND

After receiving a letter of support from County personnel in late 2023 for use of $800,000 of Supervisor Holly J. Mitchell District Two Homelessness funding (which was later codified in the grant agreement approved on August 8, 2024) and indications from Health Net officials, that the remaining $768,750 of grant funding needed for the Project would be provided by the Insurance Company, the City Council, on December 19, 2023, approved the purchase of 25 additional pallet shelter units.

The letters of support were necessary for the City to feel confident in purchasing the shelter units from Pallet in advance of the Project and prior to them doubling in price. The new units have been delivered to the City and are being stored on the empty lot North of the City's shelter facility on Kingsdale Ave, where they will be assembled and placed after the completion of the preparatory site work needed to expand the shelter site.

On April 9, 2024, the City Council approved the agreement with Health Net to accept $768,750 for the pallet shelter expansion Project. On August 8, 2024, the City Council approved an agreement

with the County to formally accept the $800,000 of Supervisor Mitchell's Second District homeless services funds.

Plans and specifications for the Pallet Shelter Expansion 2025 Project, Job No. 2200/2201 are available for review in the Plans and Specifications Review Area located in the Engineering Services Division at City Hall.

The construction bid solicitation process should be complete in September 2025 with an anticipated contract award to follow. Construction of the Project is expected to begin in Winter 2025 and last 100 working days.

COORDINATION

The Project has been coordinated with staff in the City Attorney's Office and the Community Development and Public Works Departments.

FISCAL IMPACT

The Engineer's construction cost estimate for the Project is $1,121,400, which is within the current FY 2025-26 CIP budget. The Project is entirely funded through County and Health Net Grants.

Funding			**Expenditures**	
Pallet Shelter Projec Remaining Funding		$1,121,400	Construction Contract Estimate	$ 801,000
			Contingency (10%)	$ 80,100
			Inspection and CM	$ 160,200
			Project Management	$ 80,100
Total	**$1,121,400**		**Total**	**$1,121,400**

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Location Map - Pallet Shelter Expansion 2025 Project, Job No. 2200/2201



N

1 inch = 200 feet

Pallet Shelter Expansion 2025 Project
Job No. 2200/2201

REDONDO BEACH

Project Extent

8/11/2025

Administrative Report

H.6., **File #** 25-0770 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

ADOPT BY 4/5 VOTE AND TITLE ONLY RESOLUTION NO. CC-2508-061, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2024-2025 FISCAL YEAR BUDGET MODIFICATION TO TRANSFER $1,100,000 OF PROPOSITION C FUNDS FROM THE AVIATION BOULEVARD RESURFACING PROJECT, JOB NO. 41440 TO THE MANHATTAN BEACH BOULEVARD RESURFACING - AVIATION BOULEVARD TO INGLEWOOD AVENUE PROJECT, JOB NO. 41160 IN EXCHANGE FOR $1,747,973 OF STPL FUNDS ALLOCATED TO THE MANHATTAN BEACH BOULEVARD RESURFACING PROJECT

ACCEPT AS COMPLETE THE MANHATTAN BEACH BOULEVARD RESURFACING - AVIATION BOULEVARD TO INGLEWOOD AVENUE PROJECT, JOB NO. 41160, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER AND RELEASE THE RETENTION PAYMENT UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED UPON THE PROJECT

EXECUTIVE SUMMARY

On October 3, 2023, the City Council approved plans and specifications for the Manhattan Beach Boulevard Resurfacing - Aviation Boulevard to Inglewood Avenue Project, Job No. 41160 (MBB Project), authorized competitive bidding, and appropriated additional STPL funds. Due to a Federal Corrective Action imposed on Los Angeles County in the Fall of 2023, distribution of STPL funds by the Los Angeles County Metropolitan Transportation Authority (Metro) have been put on hold, effectively ending the STPL program. In April 2025, the Metro Board of Directors authorized STPL Fulfillment agreements to supersede STPL Exchange Agreements and allow the funds to be used on projects that begin on or after April 24, 2025.

Accordingly, staff is requesting a retroactive 2024-2025 budget modification resolution to appropriate $1,747,973 of STPL monies initially allocated to the MBB Project to the Aviation Boulevard Resurfacing - Artesia Boulevard to Manhattan Beach Boulevard Project, Job No. 41440 and a transfer of $1.1 million of Prop C funds from the Aviation Boulevard Resurfacing - Artesia Boulevard to Manhattan Beach Boulevard Project, Job No. 41440 to the MBB Project. This transfer would increase the total funding available for the Aviation Resurfacing Project (which is currently being designed by the City of Manhattan Beach and will be constructed after the new STPL eligibility date) and provide immediately available Prop C funds for the close out of the MBB Project.

The MBB Project is now ready to be formally accepted as complete by the City. If approved, staff will close out the Project, a process that includes payment of the final invoice, recordation of the Notice of Completion with the County, and release of the retention payment after the 35-day waiting period assuming no claims exist.

BACKGROUND

The MBB Project included asphalt resurfacing, striping modifications, traffic signal modifications at the intersection of Manhattan Beach Boulevard and Dow Avenue, landscaping and irrigation design for the existing raised center medians and frontage road median, installation of drywells, and installation of Class II bike lanes along the entire Project corridor.

On October 3, 2023, City Council approved plans and specifications for the Project, authorized competitive bidding, and appropriated additional STPL funds. Due to a Federal Corrective Action imposed on Los Angeles County in Fall 2023, distribution of STPL funds by the Los Angeles County Metropolitan Transportation Authority (Metro) have been put on hold and effectively ended the STPL program.

On November 16, 2023, six bids for the Project were received and publicly opened. After review, Toro Enterprises, Inc.'s bid of $4,162,813.75 was found to be the lowest responsible submission. On December 5, 2023, the City awarded a public works contract to Toro Enterprises, Inc.

During construction, staff issued six change orders for a total of $268,936.71, bringing the final agreement to $4,431,750.46, a 6.5% increase over the original contract amount. The change orders allowed for landscaping revisions, bike lane, signing and striping modifications, installation of flashing yellow arrow left turns at Dow Avenue, new pedestrian push buttons, and additional concrete work quantities.

In April 2025, the Metro Board of Directors authorized STPL Fulfillment agreements to supersede STPL Exchange Agreements and allows funds to be used on projects that begin on or after April 24, 2025. Accordingly, staff is requesting a retroactive FY 2024-25 budget modification resolution to appropriate $1,747,973 STPL from the Project to the Aviation Boulevard Resurfacing - Artesia Boulevard to Manhattan Beach Boulevard Project, Job No. 41440 and $1.1 million from the Aviation Boulevard Resurfacing - Artesia Boulevard to Manhattan Beach Boulevard Project, Job No. 41440 back to the Project for close out. Metro estimates the draft STPL Fulfillment Agreement will be ready for the City's review and approval by September 2025. Staff will present the Agreement for Council's consideration of approval at that time to appropriate the full $1,747,973 to the Aviation Boulevard Resurfacing Project. Through this modification, the City does not incur the 2% administrative fee Metro typically charged through their previous and now obsolete STPL Exchange Agreement.

The Project is now complete and ready for City Council acceptance.

COORDINATION

This Project has been fully coordinated with the Public Works Engineering and Maintenance Divisions.

FISCAL IMPACT

Funding for the Project includes Measure M funds, Prop C funds, State Gas Tax, and Green Street

Improvement funds.

Funding	**Expenditures**
Manhattan Beach Blvd Resurfacing Project Account #41160	$ 3,545,532.46
Toro Enterprises, Inc. Contract	$ 4,429,612.46
Green Street Improvements Project Account #60270	$ 166,700
Ardurra Construction Management and Inspection	$ 434,220
Traffic Signal Communication and Network System Project Account #41280	$ 1,251,600
City Project Management	$ 100,000
Total	$ 4,963,832.46
Total	$4,963,832.46

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2508-061 Authorizing a FY 2024-25 Budget Modification to Appropriate $1.1 Million in Proposition C Funds from the Manhattan Beach Boulevard Resurfacing - Aviation Boulevard to Inglewood Avenue Project, Job No. 41160
- Project Location Map - Manhattan Beach Boulevard Resurfacing - Aviation Boulevard to Inglewood Avenue Project, Job No. 41160

RESOLUTION NO. CC-2508-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2024-2025 FISCAL YEAR BUDGET MODIFICATION TO TRANSFER $1,100,000 OF PROPOSITION C FUNDS FROM THE AVIATION BOULEVARD RESURFACING PROJECT, JOB NO. 41440 TO THE MANHATTAN BEACH BOULEVARD RESURFACING - AVIATION BOULEVARD TO INGLEWOOD AVENUE PROJECT, JOB NO. 41160 IN EXCHANGE FOR $1,747,973 OF STPL FUNDS ALLOCATED TO THE MANHATTAN BEACH BOULEVARD RESURFACING PROJECT

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

WHEREAS, the City of Redondo Beach's adopted budget needs to be modified to appropriate monies from the City funds to pay necessary expenditures; and

WHEREAS, on October 3, 2023, the City Council approved the Plans and Specifications for the Manhattan Beach Boulevard Resurfacing – Aviation Boulevard to Inglewood Avenue Project, Job No 41160 ("MBB Project"), and authorized the City Clerk to advertise for competitive bids; and

WHEREAS, on October 3, 2023, the City Council approved plans and specifications for the Manhattan Beach Boulevard Resurfacing – Aviation Boulevard to Inglewood Avenue Project, Job No. 41160 (MBB Project), authorized competitive bidding, and appropriated additional STPL funds; and

WHEREAS, due to a Federal Corrective Action imposed on Los Angeles County in the Fall of 2023, distribution of STPL funds by the Los Angeles County Metropolitan Transportation Authority (Metro) have been put on hold, effectively ending the STPL program; and

WHEREAS, on April 2025, the Metro Board of Directors authorized STPL Fulfillment agreements to supersede STPL Exchange Agreements and allow the funds to be used on projects that begin on or after April 24, 2025; and

WHEREAS, staff is requesting a retroactive 2024-2025 budget modification resolution to appropriate $1,747,973 of STPL monies initially allocated to the MBB Project to the Aviation Boulevard Resurfacing – Artesia Boulevard to Manhattan Beach Boulevard Project, Job No. 41440 and a transfer of $1.1 million of Prop C funds from the Aviation Boulevard Resurfacing – Artesia Boulevard to Manhattan Beach Boulevard Project, Job No. 41440 to the MBB Project; and

WHEREAS, this transfer would increase the total funding available for the Aviation Resurfacing Project (which is currently being designed by the City of Manhattan Beach) and provide immediately available funds for the close out of the MBB Project; and

WHEREAS, the MBB Project is now ready to be formally accepted as complete by the City.

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

SECTION 1. The amounts allocated in the 2024-2029 Five-Year Capital Improvement Program budget and the amounts required to meet conditions which have arisen during the budget year and require a modification in the budget appropriations; and, upon recommendation of the City Manager, the budget appropriation as adopted for Fiscal Year 2024-2025 is modified as follows:

> $1,100,000 of funds from the Proposition C fund shall be appropriated from the Aviation Boulevard Resurfacing – Artesia Boulevard to the Manhattan Beach Boulevard Project, Job No. 41440 to the Manhattan Beach Boulevard Resurfacing - Aviation Boulevard to Inglewood Avenue Project, Job No. 41160.

SECTION 2. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2024-2025 in accordance with the above modification.

SECTION 3. This resolution shall take effect immediately upon its adoption by the City Council.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 19th day of August, 2025.

James A. Light, Mayor

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

ATTEST:

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2508-061 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 19th day of August, 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



N

1 inch = 1,000 feet

Manhattan Beach Boulevard Resurfacing
Aviation Boulevard to Inglewood Avenue Project
Job No. 41160

REDONDO BEACH

Project Extent

8/11/2025

Administrative Report

H.7., **File #** 25-0937 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

ACCEPT AS COMPLETE THE INGLEWOOD AVENUE AT MANHATTAN BEACH BOULEVARD INTERSECTION IMPROVEMENTS (SOUTHBOUND RIGHT TURN LANE) PROJECT, JOB NO. 40960, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY RECORDER AND AUTHORIZE RELEASE OF THE RETENTION PAYMENT UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED UPON THE PROJECT

EXECUTIVE SUMMARY

The Inglewood Avenue at Manhattan Beach Boulevard Intersection Improvements (Southbound Right Turn Lane) Project, Job No. 40960 (Project), funded by Metro Measure R Grant funds and recommended by the South Bay Cities Council of Governments (SBCCOG) included the addition of a right turn lane on the southbound Inglewood Avenue at Manhattan Beach Boulevard and other intersection improvements.

On June 15, 2021, the City Council awarded All American Asphalt (Contractor) a public works contract for $934,948 for construction of the Project. During various stages of construction, and at the request of City staff, four change orders were approved, totaling $778,155.81, bringing the final contract amount to $1,713,103.81. The change orders expanded the scope of the Project, resolved unforeseen utility conflicts, improved the southwest corner of the intersection, upgraded and relocated the traffic signal controller and cabinet to current standards, addressed ADA compliance, and improved traffic flow through the intersection.

The Project is now complete, and is ready for the City Council to accept as complete and to authorize release of the final retention amount of $84,332.69 to the Contractor upon expiration of the 35-day lien period, provided no claims are filed. The Project was fully funded through Metro Measure R Grant Funds.

BACKGROUND

On October 23, 2014, the Board of Directors of the Los Angeles County Metropolitan Transportation Authority (Metro) approved $5,175,000 in Regional Measure R funds for the Project, and, on May 5, 2015, the City Council entered into Funding Agreement #MOU.MR312.42 with Metro accepting the funds for Project development, design, right-of-way acquisition, and construction. On June 20, 2017, the City Council awarded a design and right-of-way services contract to Onward Engineering.

On July 20, 2017, the Planning Commission approved Resolution 2017-07-PCR-006, a conditional use permit for the property at 3601 Inglewood Ave, requiring it to dedicate 12 feet wide right-of-way for the City's right turn lane project. In December 2019, a recordation with the Los Angeles County Registrar's Office was made securing the 12-foot right-of-way necessary for portions of the Project.

On November 5, 2019, the City entered into an agreement with the Metropolitan Water District (MWD) to design and construct its relocated vents and appurtenances present at this intersection that conflicted with the proposed right turn lane. MWD completed the utility relocation design and construction in June 2020 for a total cost of $283,319.

The City Council authorized the City Engineer to negotiate with the property owners of 3615 Inglewood Ave to purchase the additional right-of-way (552 sq. ft.) required for the transition to the right turn lane and a temporary construction easement (TCE) for the Project. On January 19, 2021, the City Council approved the Purchase Agreement for a purchase price of $131,200.

On April 13, 2021, the City Council approved the Project Plans and Specifications and authorized the City Clerk to advertise the Project for competitive bids. The Project was advertised on April 29, 2021, and five bids were received and publicly opened on June 3, 2021. After reviewing the bids, All American Asphalt, with a bid of $934,948, was found to be the lowest responsible bidder.

Construction began on July 25, 2022 and the original scope of the Project was completed in April 2023. An expansion of scope, known as Phase 2, was added to primarily accommodate requests from the County. Phase 2 included improvements to the southwest corner of the intersection, procuring and relocating the traffic signal controller, along with striping and signage revisions. Once the design for Phase 2 was completed and approved by the County, the traffic signal equipment was procured and installed.

On April 16, 2025, the County conducted their final field survey and approved the traffic signal improvements pending completion of the as-built plans. Following the final field survey, construction was determined to be complete by both the City and County.

Construction is now finished and the Project is ready for City Council to accept the work as complete and authorize the City Engineer to file a Notice of Completion with the Los Angeles County Registrar-Recorder's Office. Approval of the staff recommendation will allow for the administrative closeout of the Project construction contract and authorize the release of retention after 35 days, assuming no claims are made against the Project.

COORDINATION

Construction progress and expenditures of this Regional Measure R funded Project was constantly coordinated with the Metro Project Manager and SBCCOG. All quarterly expenditures for this Project are paid by Metro to the City on a cost reimbursement basis.

FISCAL IMPACT

Construction of the Project was funded entirely by Metro's Regional Measure R Funds and provided to the City on a cost reimbursement basis.

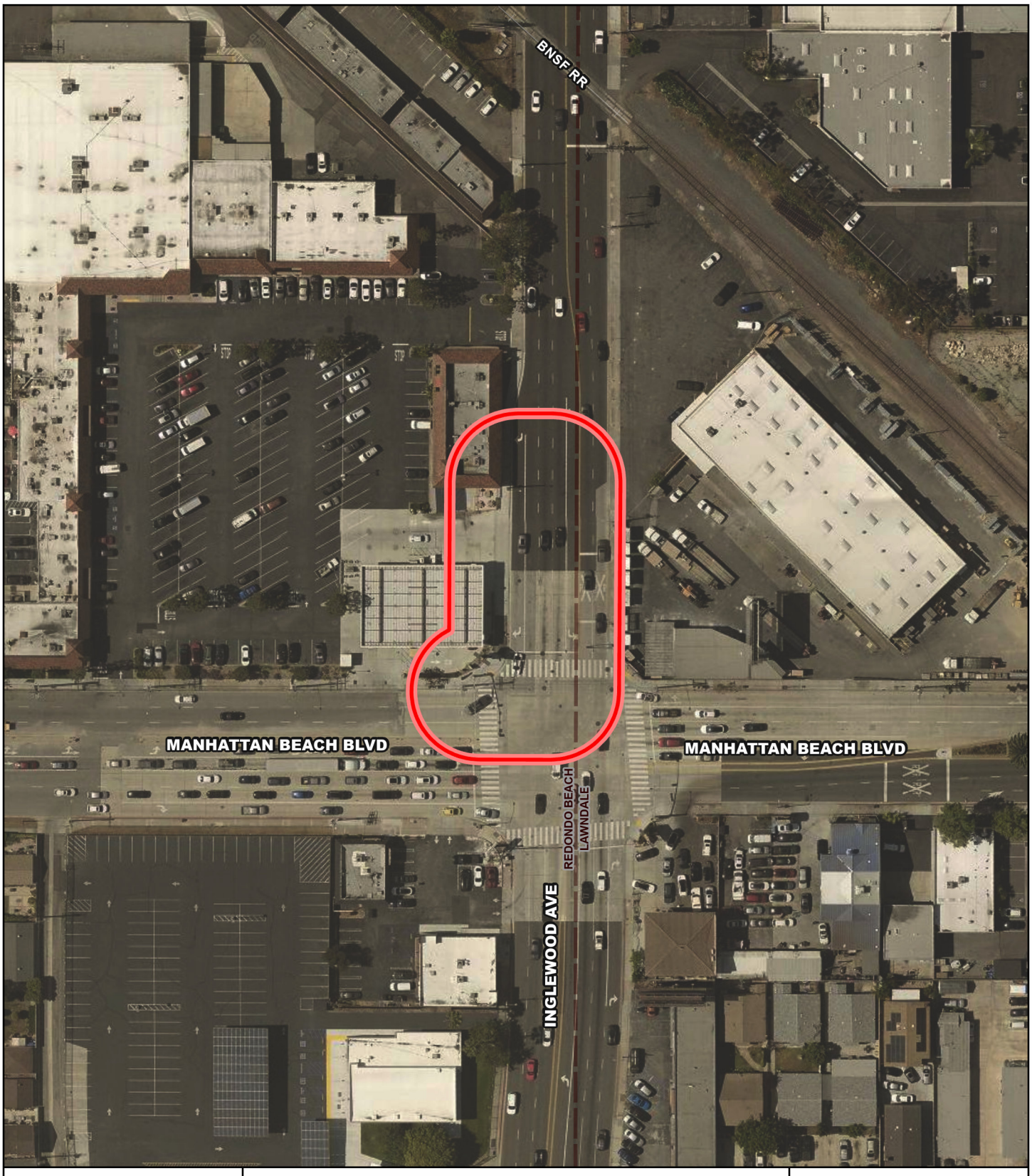
Funding		**Final Expenditures**	

Inglewood Ave at Manhattan Beach Blvd Project #40960 - Regional Measure R Funds	$1,929,953.94		All American Asphalt Construction	$1,713,103.81
			Ardurra- CM	$62,400
			Project Management	$154,450.13
Total	**$1,929,953.94**		**Total**	**$1,929,953.94**

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Project Location Map - Inglewood Avenue at Manhattan Beach Boulevard Intersection Improvements (Southbound Right Turn Lane) Project, Job No. 40960



N

1 inch = 100 feet

Inglewood Avenue at Manhattan Beach Boulevard
Intersection Improvements Project
Job No. 40960

REDONDO BEACH

Project Extent

8/11/2025

Administrative Report

H.8., **File #** 25-1016 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

ADOPT BY TITLE ONLY ORDINANCE NO. 3296-25 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 3, CHAPTER 6, SECTION 3-6.03 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING METER LOCATIONS AND HOURLY RATES FOR THE INSTALLATION OF NEW PARKING METERS ON HERONDO STREET BETWEEN NORTH PACIFIC COAST HIGHWAY AND NORTH FRANCISCA AVENUE, FOR SECOND READING AND ADOPTION

EXECUTIVE SUMMARY

On June 17, 2025, the City Council adopted the FY 2025-26 Budget, which included installation of additional parking meters along Herondo Street between N. Francisca Avenue and Pacific Coast Highway.

Parking meter locations and rates are codified within Redondo Beach Municipal Code (RBMC) Section 3-6.03. The proposed Ordinance amends the RBMC to include parking meters on the entirety of Herondo Street, west of Pacific Coast Highway, and sets the parking meter rate at $2.00/hour for the current fiscal year, which is consistent with all other meters on Herondo Street. The Ordinance was introduced at the August 5, 2025 City Council meeting and is now ready for consideration of second reading and adoption.

BACKGROUND

Currently, Herondo Street has parking meters west of N. Francisca Avenue that continue to the intersection at N. Harbor Drive. As part of the adopted budget for FY 2025-26, the City Council authorized installation of additional parking meters on the remaining stretch of Herondo Street, east to the intersection with Pacific Coast Highway.

Parking meter locations and rates are codified in Section 3-6.03 of the RBMC, and the proposed Ordinance includes the changes required for the installation of the additional parking meters. All parking meters along Herondo Street, west of Pacific Coast Highway will charge a rate of $2.00/hour, during the 2025-26 Fiscal Year. The revenue generated by the additional parking meters will help offset City operating expenses.

The action is exempt from the California Environmental Quality Act (CEQA), subject to Sections 15061(b)(3) and 15273(a)(1) of the Guidelines for the Implementation of CEQA. An Exemption Declaration was approved by Council as part of the introduction of the Ordinance on August 5, 2025.

The Ordinance is now being presented for consideration of second reading and adoption by the City Council.

COORDINATION

Preparation of the Ordinance was coordinated with the City Attorney's Office. The CEQA Exemption Declaration was prepared by the Community Development Department.

FISCAL IMPACT

Parking meters currently generate $3.2M in General Fund revenue annually. The additional parking meters on Herondo Street are estimated to increase revenue by $175,200 to $299,300 per year.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Ord - No. 3296-25 Amending Title 3, Chapter 6, Section 3-6.03 of the Municipal Code
- Administrative Report - City Council, August 5, 2025
- Exemption Declaration pursuant to the California Environmental Quality Act, July 17, 2025
- RBMC - Title 3, Chapter 6, Section 3-6.03 (Redline) version RBMC Section 3-6.03 amendment

ORDINANCE NO. 3296-25

AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 3, CHAPTER 6, SECTION 3-6.03 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING METER LOCATIONS AND HOURLY RATES FOR THE INSTALLATION OF NEW PARKING METERS ON HERONDO STREET BETWEEN NORTH PACIFIC COAST HIGHWAY AND NORTH FRANCISCA AVENUE, AND DETERMINING SUCH AMENDMENTS AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHERAS, on June 17, 2025, the City Council authorized installation of additional parking meters along Herondo Street between North Pacific Coast Highway and North Francisca Avenue; and

WHEREAS, the Redondo Beach Municipal Code must be updated to reflect the additional parking meter locations on Herondo Street and the hourly rate for parking.

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

SECTION 1. AMENDMENT OF CODE. Title 3 Public Safety, Chapter 6 Parking Meters, Section 3-6.03, of the Redondo Beach Municipal Code is hereby amended to read as follows:

3-6.03 Installation of parking meters—Rates for parking.

Parking meters may be installed in all or any part of the parking meter zones established by this chapter. Each parking meter shall be of such type as to display a signal showing legal parking upon the deposit of payment at the following rates:

(a) Parking at the following locations shall be at the rate of Two and 00/100ths ($2.00) Dollars per hour effective July 1, 2025:

(1) 300 block of South Catalina Avenue;

(2) 100 block of Pearl Street;

(3) 100 and 200 blocks of Avenue I;

(4) 200 block of Avenida del Norte;

(5) 1700 and 1800 blocks of South Elena Avenue;

(6) 200 block of Vista del Mar;

(7) 1700, 1800 and 1900 blocks of South Catalina Avenue;

(8) 100 block of Via Valencia;

(9) Lot 1, the lot bounded by the 1800 block of Camino De La Costa and the 1800 block of South Catalina Avenue and South City limits.

(b) Parking at the following locations shall be at the rate of Two and 00/100ths ($2.00) Dollars per hour effective July 1, 2025:

(1) Riviera Lot, the lot bounded by South Elena Avenue, Avenida del Norte and Via el Prado.

(c) Parking at the following locations shall be at the rate of Two and 00/100ths ($2.00) Dollars per hour effective July 1, 2025:

(1) 300 block of Esplanade;

(2) Herondo Street West of North Pacific Coast Highway

(3) 500, 600, and 700 blocks of North Harbor Drive;

(4) 100, 200, and 300 blocks of North Catalina Avenue;

(5) 100, 200, and 300 blocks of South Catalina Avenue;

(6) Lot 4 on the Southwest corner of Torrance Boulevard and Catalina Avenue;

(7) 300 block of George Freeth Way;

(8) Lot 5 located north of Veterans Park, west of Catalina Avenue;

(9) The 800, 900, 1000, 1100, 1200, 1300, 1400, 1500, 1600, 1700, and 1800 blocks of Esplanade;

(10) Lot 13 west of Harbor Drive; and

(11) 300 block of North Francisca Avenue.

(d) The rates at The Pier and Plaza off-street parking structures are set by resolution of the City Council.

(e) Parking devices. The City may use any approved ticket device, ticket machines, gates, pay machines and the like to control parking in any public parking lot.

(f) Signs. Signs on each parking lot showing the rate changes shall be changed before any rate change shall become effective.

(g) Attendants. The City shall be permitted to use parking lot attendants as needed on any or all off-street parking lots. Each parking meter shall be so arranged that, upon the expiration of the parking time, the parking meter will indicate by the showing of a proper signal that the lawful parking period has expired. The parking meters shall be placed upon the curbs alongside of, and next to, the parking spaces. The parking spaces shall be of sufficient size to accommodate an automobile and shall indicate parallel or diagonal parking by painted lines on the pavement. The parking meters for parking spaces adjacent to curbs which the City has or has caused to be painted green may limit parking to the maximum parking time allowed for such curbs.

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

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

SECTION 4. CEQA. This Ordinance is categorically and statutorily exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines because there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment pursuant to (14 Cal. Code Regs. § 15061(b)(3)) and/or is exempt under 14 Cal. Code Regs. § 15273(a)(1) as CEQA does not apply to the establishment, modification, approval of rates, tolls, fares, or other charges when the actions are taken to meet the operating expenses, including employee wages and benefits. City staff shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 5. PUBLICATION AND EFFECTIVE DATE. This ordinance shall be published by one insertion in the official newspaper of said city, and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 19th day of August, 2025

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Ordinance No. 3296-25 was introduced at a regular meeting of the City Council of the City of Redondo Beach, California, held on the 5th day of August, 2025, and approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council on the 19th day of August, 2025, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said Ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

Administrative Report

H.18., **File #** 25-1015 **Meeting Date:** 8/5/2025

To: **MAYOR AND CITY COUNCIL**

From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3296-25 AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 3, CHAPTER 6, SECTION 3-6.03 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING METER LOCATIONS AND HOURLY RATES FOR THE INSTALLATION OF NEW PARKING METERS ON HERONDO STREET BETWEEN NORTH PACIFIC COAST HIGHWAY AND NORTH FRANCISCA AVENUE, AND DETERMINING SUCH AMENDMENTS AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, FOR INTRODUCTION AND FIRST READING

EXECUTIVE SUMMARY

On June 17, 2025, the City Council adopted the FY 2025-26 Budget, which included installation of additional parking meters along Herondo Street between N. Francisca Avenue and Pacific Coast Highway.

Parking meter locations and rates are codified within Redondo Beach Municipal Code (RBMC) Section 3-6.03. The proposed Ordinance would amend the RBMC to include parking meters on the entirety of Herondo Street west of Pacific Coast Highway and set the parking meter rate at $2.00/hour, during the current Fiscal Year, consistent with all other areas.

BACKGROUND

Currently, Herondo Street has parking meters west of N. Francisca Avenue that continue to the intersection at N. Harbor Drive. As part of the adopted budget for FY 2025-26, the City Council authorized installation of additional parking meters on the remaining stretch of Herondo Street, east to the intersection with Pacific Coast Highway. The revenue generated by the additional parking meters will help offset City operating expenses.

Parking meter locations and rates are codified in Section 3-6.03 of the RBMC, and the proposed Ordinance includes the changes required for the installation of the additional parking meters. All parking meters along Herondo Street, west of Pacific Coast Highway will charge a rate of $2.00/hour, during the 2025-26 Fiscal Year.

The action is exempt from the California Environmental Quality Act (CEQA), subject to Sections 15061(b)(3) and 15273(a)(1) of the Guidelines for the Implementation of CEQA. An Exemption Declaration has been prepared and included for Council consideration as part of this item.

COORDINATION

Preparation of the Ordinance was coordinated with the City Attorney's Office. The CEQA Exemption Declaration was prepared by the Community Development Department.

FISCAL IMPACT

Parking meters currently generate $3.2M in annual General Fund revenue. The additional parking meters on Herondo Street are estimated to increase revenue by $175,200 to $299,300 per year.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Ord - No. 3296-25 Amending Title 3, Chapter 6, Section 3-6.03 of the Municipal Code
- Exemption Declaration pursuant to the California Environmental Quality Act, July 17, 2025
- RBMC - Title 3, Chapter 6, Section 3-6.03 (Redline) version RBMC Section 3-6.03 amendment

CITY OF REDONDO BEACH

EXEMPTION DECLARATION
PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

DATE: July 17, 2025

PROJECT ADDRESS: Herondo Street between North Pacific Coast Highway and North Francisca Avenue

PROPOSED PROJECT: Consideration of an Exemption Declaration and an Ordinance of the City of Redondo Beach, California, Amending Title 3, Chapter 6, Section 3-6.03 of the Redondo Beach Municipal Code pertaining to parking meter locations and hourly rates.

In accordance with Chapter 3, Title 10, Section 10-3.301(a) of the Redondo Beach Municipal Code, the above-referenced project is Categorically Exempt from the preparation of environmental review documents pursuant to State CEQA Guidelines because there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment pursuant to (14 Cal. Code Regs. § 15061(b)(3)) and/or is exempt under 14 Cal. Code Regs. § 15273(a)(1) as CEQA does not apply to the establishment, modification or approval of rates, tolls, fares, or other charges when the actions are taken to meet the operating expenses, including employee wages and benefits.

Sean Scully
Sean Scully,
Planning Manager

REDLINE VERSION

ORDINANCE AMENDING TITLE 3, CHAPTER 6, SECTION 3-6.03 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING METER LOCATIONS AND HOURLY RATES

Title 3 Public Safety, Chapter 6 Parking Meters, Section 3-6.03, of the Redondo Beach Municipal Code is hereby amended to read as follows:

3-6.03 Installation of parking meters—Rates for parking.

Parking meters may be installed in all or any part of the parking meter zones established by this chapter. Each parking meter shall be of such type as to display a signal showing legal parking upon the deposit of payment at the following rates:

(a) Parking at the following locations shall be at the rate of ~~One and 75/100ths ($1.75) Dollars per hour effective August 23, 2024; and~~ Two and 00/100ths ($2.00) Dollars per hour effective July 1, 2025:

(1) 300 block of South Catalina Avenue;

(2) 100 block of Pearl Street;

(3) 100 and 200 blocks of Avenue I;

(4) 200 block of Avenida del Norte;

(5) 1700 and 1800 blocks of South Elena Avenue;

(6) 200 block of Vista del Mar;

(7) 1700, 1800 and 1900 blocks of South Catalina Avenue;

(8) 100 block of Via Valencia;

(9) Lot 1, the lot bounded by the 1800 block of Camino De La Costa and the 1800 block of South Catalina Avenue and South City limits.

(b) Parking at the following locations shall be at the rate of ~~One and 75/100ths ($1.75) Dollars per hour effective August 23, 2024; and~~ Two and 00/100ths ($2.00) Dollars per hour effective July 1, 2025:

(1) Riviera Lot, the lot bounded by South Elena Avenue, Avenida del Norte and Via el Prado.

(c) Parking at the following locations shall be at the rate of ~~One and 75/100ths ($1.75) Dollars per hour effective August 23, 2024; and~~ Two and 00/100ths ($2.00) Dollars per hour effective July 1, 2025:

(1) 300 block of Esplanade;

(2) ~~100 and 200 blocks of~~ Herondo Street West of North Pacific Coast Highway;

(3) 500, 600, and 700 blocks of North Harbor Drive;

(4) 100, 200, and 300 blocks of North Catalina Avenue;

(5) 100, 200, and 300 blocks of South Catalina Avenue;

(6) Lot 4 on the Southwest corner of Torrance Boulevard and Catalina Avenue;

(7) 300 block of George Freeth Way;

(8) Lot 5 located north of Veterans Park, west of Catalina Avenue;

(9) The 800, 900, 1000, 1100, 1200, 1300, 1400, 1500, 1600, 1700, and 1800 blocks of Esplanade;

(10) Lot 13 west of Harbor Drive; and

(11) 300 block of North Francisca Avenue.

(d) The rates at The Pier and Plaza off-street parking structures are set by resolution of the City Council.

(e) Parking devices. The City may use any approved ticket device, ticket machines, gates, pay machines and the like to control parking in any public parking lot.

(f) Signs. Signs on each parking lot showing the rate changes shall be changed before any rate change shall become effective.

(g) Attendants. The City shall be permitted to use parking lot attendants as needed on any or all off-street parking lots. Each parking meter shall be so arranged that, upon the expiration of the parking time, the parking meter will indicate by the showing of a proper signal that the lawful parking period has expired. The parking meters shall be placed upon the curbs alongside of, and next to, the parking spaces. The parking spaces shall be of sufficient size to accommodate an automobile and shall indicate parallel or diagonal parking by painted lines on the pavement. The parking meters for parking spaces adjacent to curbs which the City has or has caused to be painted green may limit parking to the maximum parking time allowed for such curbs.

Administrative Report

H.9., **File #** 25-0899 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

APPROVE AN AGREEMENT WITH PHOENIX GROUP INFORMATION SYSTEMS FOR FALSE ALARM PERMIT MANAGEMENT AND FEE COLLECTION SERVICES FOR AN AMOUNT NOT TO EXCEED 16% OF THE FEES COLLECTED FOR THE TERM AUGUST 19, 2025 TO AUGUST 19, 2027

EXECUTIVE SUMMARY

Approval of the proposed Agreement Phoenix Group Information Systems (Phoenix Group) would allow the City to more effectively manage the renewal and cost recovery process for fire and burglar alarm permits by utilizing a more efficient and streamlined fee collection process. The proposed Agreement would replace the existing Agreement with Central Square and lower the administrative service cost from 30% to 16% of the fees collected.

BACKGROUND

On July 12, 2022, the City of Redondo Beach entered into a three-year agreement with Central Square Technologies to manage alarm permits for both residential and commercial properties with monitored burglar and/or fire alarms. The Agreement allowed for two one-year extensions. The Agreement is in accordance with the City's Alarm Ordinance outlined in Title 3 Public Safety of the Redondo Beach Municipal Code. The Ordinance establishes requirements for permit applications and imposes fees for emergency responses to more than three false alarms within a 12-month period.

From inception, the City has received numerous complaints, from both the public and internal staff, concerning the quality of customer service provided by Central Square. In addition to these concerns, numerous errors have been identified, which have resulted in delayed payment processing, billing inaccuracies, unresolved account issues, and lost revenue for the City. Furthermore, the company's representatives have demonstrated a significant lack of responsiveness, leading to considerable staff time being spent on supporting affected residents. These ongoing issues have prompted staff to explore long-term corrective measures.

In February, 2025 the City initiated efforts to solve the customer service and financial issues experienced throughout the Agreement with Central Square. To address the concerns, the Police Department met with Phoenix Group, a Santa Ana-based company that provides comparable services. Phoenix Group offers improved communication, faster response times, and a more personalized level of customer service. They provide direct access to key personnel for issue

resolution and a customized website interface tailored to the City's needs. Additionally, the company offers a proven track record of high customer satisfaction, a more favorable cost-sharing structure, and more than 33 years of experience supporting government agencies. Phoenix Group is backed by a dedicated team specializing in sales, service, and contract management, and is recognized for its commitment to customer service and program integrity. Given these advantages, Phoenix Group was selected as the most feasible vendor to replace Central Square.

Notably, the City would retain a higher percentage of fee revenue under a contract with Phoenix Group-only 16% would be paid to the vendor, compared to 30% under the current Agreement.

Partnering with a vendor that delivers improved customer service, a consistent billing and appeals processes, dedicated support resources, and favorable financial terms is expected to enhance compliance with the Alarm Ordinance and better serve the needs of the community. This transition will also enable the Police Department to reduce the public safety resources currently dedicated to resolving issues.

Phoenix Group's public agency customers have historically seen at least 85% of their false alarm invoices paid. As such, the City expects to increase the collection rate and overall revenue produced by the program.

COORDINATION

Preparation of the agreement was coordinated with the City Attorney's Office and the Financial Services Department.

FISCAL IMPACT

There are no development or implementation costs associated with the proposed Agreement. The Agreement will be funded through collected revenue, with 16% of the total collections due to the Phoenix Group.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Phoenix Group Information Systems
- Insurance - Phoenix Group Information Systems

AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND PHOENIX GROUP INFORMATION SYSTEMS TO IMPLEMENT ALARM COMPLIANCE PROGRAM AND FALSE ALARM MANAGEMENT SERVICES

This Agreement ("Agreement") is entered into by and between Phoenix Group Information Systems ("PHX" or "Consultant") and the City of Redondo Beach ("City"). The Consultant shall provide the services described below in accordance with the terms and conditions set forth herein.

1. **PROCESSING SERVICES PROVIDED:**
   PHX shall deliver to the CITY a False Alarm Processing Management System (FAMS) and grant access to the PHX FAMS database via the Internet. It will be the responsibility of PHX to provide, install, and operate the Professional Services Alarm Management Services Program, hereafter referred to as the "FAMS system," along with all necessary equipment and services, on a "software as a service" basis. PHX shall accurately convert and upload all relevant data downloaded from the City's existing primary alarm and accounts receivable databases to populate the FAMS system. Additionally, PHX shall ensure that effective interfaces are in place to facilitate shared access to current and accurate information, enabling all involved parties to benefit from the most up-to-date data.

2. **TERM:**
   08/19/25 – 08/19/27, with an option to renew annually.

3. **TERMINATION:**
   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 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 services completed by Consultant.

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.

4. 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.

5. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES:

official or employee of the City shall be personally liable for any default or liability under this Agreement.

6. 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.

7 . ALARM PERMITTING AND RENEWAL:

The Consultant shall implement a system and process that: (a) Tracks and issues permits for alarm systems within the City, including renewal and revocation processes; b) Identifies alarm locations that are not registered; c) Reports on alarm permits with outstanding charges or fees.

8 . FALSE ALARM TRACKING AND INVOICING:

The Consultant shall establish and operate a system that: a) Automates the generation of violation invoices and notices to alarm users in accordance with the City of Redondo Beach alarm ordinance; b) Maintains a record of false alarms at each site to identify repeat violators.

9. COLLECTIONS:

The system shall include proven financial management tools to facilitate fee collection, including: a) Automated late notices; b) Accounts receivable management; c) Aging and delinquency reports; d) Collection-related correspondence; e) Utilization of the California Franchise Tax Board (FTB) debt collection program for outstanding fines, if applicable.

1 0 . CUSTOMER SERVICE AND CITIZEN SELF-SERVICE PORTAL:

The Consultant shall develop and maintain a secure website that: a) Displays the City's official seal; b) Facilitates online alarm registration, updates, and renewal processes; c) Allows users to review and manage their information; d) Supports online payments, including false alarm fees. Additionally, the Consultant shall provide a customer support system available Monday through Friday, 8:00 a.m. to 5:00 p.m. PST, including an appeal process with support as needed.

1 1 . FALSE ALARM REDUCTION PROGRAM AND PUBLIC INFORMATION:

The Consultant shall implement strategies aimed at reducing false alarms, which may include: a) Targeted outreach efforts; b) Increased access to educational resources and information via web-based platforms; c) Other proven methods for false alarm reduction.

1 2 . REPORTING AND ANALYTICS:

The Consultant shall provide an accessible reporting system allowing the City to generate and print financial, management, and statistical reports, including but not limited to:

a) Number of new alarm permits issued and fees collected;
b) Number of permits renewed annually and associated fees;
c) Number of false alarms and fees collected;
d) Counts of false alarms at each site;
e) Status of delinquent fee and fine collections.

13. INVOICING AND REVENUE DISBURSEMENT:

The Consultant shall establish and maintain a comprehensive invoicing and revenue disbursement process that ensures accurate billing, timely collection, and proper distribution of funds. The following provisions shall apply:

Invoicing Procedures: a) The Consultant shall generate and deliver invoices for all billable services, including false alarm fees, permit fees, late penalties, and any other charges in accordance with the applicable municipal code and contractual terms. b) Invoices shall be issued promptly following the service date or occurrence of a billable event, utilizing electronic or other approved billing systems. c) The invoices shall clearly specify the amount due, due date, and payment instructions, including details for online payments when applicable.

Payment Collections: a) The Consultant shall utilize secure methods for collecting payments, including online payment portals, mail-in checks, or other approved means. b) All payments received shall be accurately recorded and reconciled with issued invoices.

Revenue Disbursement: a) The Consultant shall promptly disburse collected revenue in accordance with the instructions provided by the City, ensuring that funds are allocated correctly to permit fees, fines, penalties, or other designated categories. b) Disbursements shall be made on a regular basis (e.g., monthly or as otherwise agreed) and accompanied by detailed reports outlining the amounts collected, disbursed, and remaining balances.

Reporting:

The Consultant shall provide the City with detailed financial reports on a monthly basis, including but not limited to:

a) Total revenue collected;
b) Breakdown of revenue by category (permit fees, false alarm fees, penalties, etc.);
c) Disbursements made during the reporting period

14. ADDITIONAL RESPONSIBILITIES OF CONSULTANT:

a) PHX shall receive from the CITY a monthly report of false alarms within the City limits, recording and tracking false alarm frequency per location (by street

address and/or permit number) over any 12-month period, in compliance with the City's municipal code.

b) PHX will maintain and operate the alarm permit process, invoicing for all billable false alarms, permit fees, and related charges as specified by municipal code.
c) If a notification sent by PHX to an individual is returned with a change of address, it will be escalated to PHX Customer Service for update and resending. If a notification is undeliverable, the CITY will be notified.
d) PHX will initiate collection efforts per the CITY's preferences, limited to individuals overdue on renewal fees and penalties, including notices by mail, FTB notifications, and delinquent account collection activities.
e) PHX shall provide a PO Box/Lock Box for collection of all payments.
f) PHX will assign a toll-free number for the CITY, allowing individuals to speak directly with a live customer service representative for questions, billing, education, or other inquiries.
g) PHX's customer service team is committed to exceeding customer expectations through quality, efficiency, and responsiveness.
h) PHX will collaborate with the CITY to review and update the city ordinance related to alarms, false alarms, permits, penalties, fees, and fines, as needed.

15. ADDITIONAL FUNCTIONS OF CONSULTANT'S SYSTEM:

The Consultant's system shall be capable of performing the following functions:

a) Automatic Registration Number Management

Generate and assign registration numbers automatically for new alarm users.

b) Registration Documentation

Generate, print, and deliver registration certificates or documentation to registered alarm users.

c) Billing and Renewal Notices

Generate, print, and deliver billing statements and renewal notices to alarm users.

d) Non-Compliance Notices

Generate, print, and deliver notices of non-compliance to alarm users who are not registered.

e) False Alarm Management

Generate, print, and deliver notices of excessive false alarms to registered alarm users.
Generate, print, and deliver notices and billing statements to non-registered alarm users who trigger false alarms.

f) Alarm Consultant Directory

Establish and maintain a directory of alarm companies providing services within the City's geographical boundaries

g) Legal and Ordinance Reference

Provide a link to the City's Alarm Ordinance for reference and compliance purposes.

16. 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.

17. 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.

18. 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.

19. AMENDMENT:

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

20. ATTORNEY'S 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.

21. CONFIDENTIALITY:

To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the Agreement or services hereunder.

22. NOTICES:

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:

For Consultant:
Phoenix Group Information Systems
Claire Murphy – Vice President
claire@phxgis.com
(714) 356-2547

For City:
City of Redondo Beach
Jason Kilpatrick -Communications Manager
Jason.kilpatrick@redondo.org
(310) 379-2477 ext 4901

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/14/2025

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

Pacific Agents Alliance Insurance Agency; Julie Traughber Insurance Agency
524 S Rosemead Blvd

Pasadena CA 91107

CONTACT NAME: Julia B. Traughber, CISR, CLCS
PHONE (A/C, No, Ext): (818) 203-2209 FAX (A/C, No): (626) 799-7051
E-MAIL ADDRESS: julie@julietraughberins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Company	24082
INSURER B : Twin City Fire Insurance Company	29459
INSURER C : Houston Casualty Company	42374
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Phoenix Group Information Systems
2677 N Main St, Suite 440

Santa Ana CA 92705

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		BKS58373560	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			BAS58373560	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XWS58373560	10/01/2024	10/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions (Professional) Liability plus Tech/Guard Cyber			H24TG31831-05	02/08/2025	02/08/2026	Errors&Omissions Lia Tech/Cyber Liability Deductible	$3,000,000 $3,000,000 $30,000

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

It is agreed that the Redondo Beach Police Department is named as Additional Insured w/regard to General Liability coverages. All coverages are subject to the terms and conditions of each policy.

email: jason.kilpatrick@redondo.org

CERTIFICATE HOLDER

Redondo Beach Police Department
401 Diamond St

Redondo Beach CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Julia B Traughber

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Administrative Report

H.10., **File #** 25-1112 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

APPROVE THE RETIREMENT OF POLICE CANINES "ACE" AND "BALTON" AND THE ASSOCIATED CANINE TRANSFER AGREEMENTS AUTHORIZING THE HANDLERS, OFFICER DANIEL HALEY AND SERGEANT DAVID ARNOLD, TO PURCHASE THE CANINES FROM THE CITY FOR ONE DOLLAR EACH

EXECUTIVE SUMMARY

Canine "Ace" is approximately 7 years old and has served the City for 5 years. Canine "Balton" is 10.5 years old, and has served for 9 years. Ace has lived with Officer Haley and his family throughout his service career, and Balton has resided with Sergeant Arnold and his family for the duration of his career. Both canines have been tremendous assets to the community and have reached the end of their service lives. As such, the Police Department recommends the City Council approve their retirement and authorize the transfer of ownership to their handlers for the sum of one dollar each.

BACKGROUND

The City of Redondo Beach purchased Canine Ace over five years ago, and the canine has lived and worked with Officer Daniel Haley twenty-four hours a day for the duration of his service life. During his service, Ace has participated in hundreds of searches for criminal suspects, explosives, and contraband in the City of Redondo Beach and throughout the South Bay. While assigned to Patrol, these efforts resulted in the discovery of firearms and ammunition. His work has included explosive sweeps at events such as BeachLife, various City signature and special events, and with regional partners at venues including SoFi Stadium. Their work has directly contributed to the safety of tens of thousands of people. Continuous evaluation conducted with subject matter experts, including the Department's contracted training service(s), indicated that canine Ace had reached the end of his service life and, as a result, should be retired rather than placed into service as a single-purpose explosive detection canine.

Canine Balton was acquired over nine years ago, and has lived and worked continuously with Sergeant David Arnold. As a "Vapor Wake" canine, specially trained to detect body-worn explosives by following the scent trail left in a person's wake, Balton has conducted hundreds of detection sweeps at major events such as BeachLife, SoFi Stadium, the Golden Globes, and the Los Angeles Marathon, playing a vital role in enhancing public safety across the South Bay and greater Los Angeles County.

Balton and Sergeant Arnold have partnered with local, state, and federal agencies, including the United States Secret Service (Vice Presidential Dignitary Protection), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), United States Marshals, and Naval Criminal Investigative Service (NCIS), making a significant regional impact on public safety. An evaluation conducted with subject matter experts, including the Department's contracted training service(s), indicates that canine Balton has reached the end of his service life and should be retired.

The Police Department recommends that the City Council approve the proposed Canine Ownership Transfer Agreements and authorize the sale of Canine Ace to Officer Haley and Canine Balton to Sergeant Arnold for the sum of one dollar each. These transfers are in the best interest of the canines, the Police Department's Canine Unit, and the City of Redondo Beach.

COORDINATION

The Canine Ownership Transfer Agreements have been approved as to form by the City Attorney's Office.

FISCAL IMPACT

There is no cost to the City associated with the retirement of Canines Ace and Balton. The sale of each canine would result in a one-dollar payment to the City.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Canine Transfer Agreement, Canine Ace
- Agmt - Canine Transfer Agreement, Canine Balton

TRANSFER AGREEMENT WITH DANIEL HALEY
FOR REDONDO BEACH POLICE DEPARTMENT CANINE

THIS TRANSFER AGREEMENT ("Agreement") is made and entered into as of this 19th day of August, 2025 ("Effective Date") by and between the CITY OF REDONDO BEACH, a California municipal corporation and charter city ("City"), and Daniel Haley, an individual ("Transferee"), and is made with reference to the following:

RECITALS

A. 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 City.

B. Transferee (Police Officer for the City of Redondo Beach, Serial No. 1329) is a private individual employed as a member of the Redondo Beach Police Department ("RBPD").

C. In conjunction with his employment, Transferee was entrusted with care, custody, and control of a police canine named "Ace" ("Dog"). Dog has been specially trained to assist officers in law enforcement tasks and to respond to commands issued by Transferee. Transferee has been one of Dog' s handler since Dog was obtained by City on or about 2019.

D. Dog is no longer physically able to perform daily tasks as a police canine. City desires to retire Dog from service, and desires to transfer ownership of Dog subject to the conditions specified in this Agreement.

E. Transfer of Dog to a person other than Transferee could be dangerous given Dog' s police training. City desires to transfer permanent ownership of Dog to Transferee due to Transferee' s demonstrated relationship with Dog.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Consideration. City hereby transfers Dog to Transferee for the sum of One Dollar and 00/100 ($1.00), payable at the time this Agreement approved on August 19, 2025 (“Transfer Date”). Transferee shall be the sole owner of the Dog upon execution of this Agreement and payment of One Dollar and 00/100 ($1.00).

2. Responsibility. Transferee agrees and hereby assumes sole ownership and sole responsibility for the care, control, supervision, maintenance, food, housing, veterinary care, and any and all other expenses that may result from or arise out of Transferee' s ownership of Dog, whether or not such care or veterinary treatment arises out of or in connection with a pre-existing condition of Dog or Dog' s prior use for law enforcement.

3. No Warranties. Transferee, through his employment, has been Dog' s handler and acknowledges and understands that:

   a. Dog has been trained and used as a police canine;

   b. Dog is being transferred " as is";

   c. City makes no representations, warranties, guarantees, or statements of any kind or nature regarding: (i) the physical or mental health of Dog, (ii) the training that Dog has received, or (iii) the temperament, disposition, or suitability of Dog for any use whatsoever; and

   d. Transferee' s acquisition of Dog is desired and entirely voluntary by Transferee and is not in any way, either actual or implied, a condition of employment, remuneration, benefit, retirement, or other aspect of Transferee' s employment by City.

4. City' s Duties. City will have no further duty, responsibility, or liability for Dog or Dog' s care with the exception of the following:

   a. Any unpaid veterinary expenses incurred by Dog up to the date of transfer shall be the responsibility of City. These veterinary expenses shall include any unpaid balance current being considered by City, expenses not covered by the Dog' s insurance carrier and any other expenses whether known or unknown at the time of retirement.

   b. In recognition of Dog' s years of service to City, should euthanasia become necessary due to Dog' s deteriorating condition, City shall reimburse normal and necessary costs for such euthanasia. The decision to euthanize Dog is the responsibility of Transferee.

5. No Subsequent Transfers. Transferee shall not transfer ownership of Dog to any other person or entity without prior written permission of City, the request for which shall be agreed to or denied in the sole discretion of City.

6. Assumption of the Risk. Transferee is aware that Dog could inflict injury to Transferee or others, including but not limited to, bodily injury, personal injury, death, disability, illness, property damage, or loss (hereinafter, " Risk of Injury"). Transferee acknowledges that transfer of Dog is voluntary, and Transferee does so with full knowledge of the Risk of Injury. To the extent authorized by law, Transferee hereby accepts responsibility for any and all Risk of Injury on behalf of himself and his descendants, dependents, spouse, domestic partners, heirs, executors, administrators, devisees, representatives

and assigns, and anyone who might claim on behalf thereof (" Transferee Parties").

7. Waiver and Release. To the extent authorized by law, Transferee on behalf of himself and Transferee Parties, hereby releases, discharges, and holds harmless the City, its officials, officers, agents, representatives, volunteers, employees, contractors, commissions, committees, foundations, and other such persons or bodies (hereinafter " Released Parties") from any and all liability for claims, demands, causes of action, damages, judgments, costs or expenses, compensation, consideration, remuneration, benefits, including but not limited to attorneys' fees and costs that are caused by, arise out of or in connection with or result from transfer, ownership, custody, care, control, maintenance and supervision of Dog, brought by any person or entity whatsoever at any time (hereinafter " Claims").

8. Unknown Claims. Transferee understands that this Agreement extends to all claims of every kind or nature whatsoever, either in law or in equity, foreseen or unforeseen, known or unknown, which arise or may hereafter arise from transfer of Dog, and that this Agreement discharges the Released Parties from any Claims that Transferee and Transferee Parties may have against the Released Parties. Further, on behalf of Transferee and Transferee Parties, Transferee hereby waives all rights under California Civil Code § 1542, which states:

   A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

9. Defense and Indemnity. Transferee further agrees to indemnify, defend, and hold harmless Released Parties from and against any and all Claims arising directly or indirectly caused by, arise out of or in connection with or result from transfer, ownership, custody, care, control, maintenance and supervision of Dog; or on account of or concerning any acts engaged by Dog that occurs after the Transfer Date set forth herein.

10. Recitals. City and Transferee acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

11. Representations. The parties agree that City is relying on the representations by Transferee made herein and that but for said representations, City would not transfer the ownership, custody, and control of Dog to Transferee.

12. Notice. The parties agree that each shall give to the other written notice of any Claim as described herein, within (10) ten days of the receipt thereof. Notice shall be given to Transferee at the residence address maintained and given by Transferee to the RBPD; and notice shall be given to City at 415 Diamond Street, Redondo Beach, California 90277 Attn: City Attorney

13. Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

14. Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein. This Agreement may only be amended by a writing signed by both parties hereto. This Agreement and all the provisions contained herein shall continue until either the death of Dog .

15. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

16. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

17. Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Los Angeles, State of California.

18. No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

19. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 19th day of August, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

DANIEL HALEY,
an individual

By: _____
Daniel Haley

APPROVED:

_____
Diane Strickfaden, Risk Manager

TRANSFER AGREEMENT WITH DAVID ARNOLD
FOR REDONDO BEACH POLICE DEPARTMENT CANINE

THIS TRANSFER AGREEMENT ("Agreement") is made and entered into as of this 19th day of August, 2025 ("Effective Date") by and between the CITY OF REDONDO BEACH, a California municipal corporation and charter city ("City"), and David Arnold, an individual ("Transferee"), and is made with reference to the following:

RECITALS

A. 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 City.

B. Transferee (Police Officer for the City of Redondo Beach, Serial No. 1236) is a private individual employed as a member of the Redondo Beach Police Department ("RBPD").

C. In conjunction with his employment, Transferee was entrusted with care, custody, and control of a police canine named "Balton" ("Dog"). Dog has been specially trained to assist officers in law enforcement tasks and to respond to commands issued by Transferee. Transferee has been one of Dog' s handler since Dog was obtained by City on or about 2016.

D. Dog is no longer physically able to perform daily tasks as a police canine. City desires to retire Dog from service, and desires to transfer ownership of Dog subject to the conditions specified in this Agreement.

E. Transfer of Dog to a person other than Transferee could be dangerous given Dog' s police training. City desires to transfer permanent ownership of Dog to Transferee due to Transferee' s demonstrated relationship with Dog.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Consideration. City hereby transfers Dog to Transferee for the sum of One Dollar and 00/100 ($1.00), payable at the time this Agreement approved on August 19, 2025 (“Transfer Date”). Transferee shall be the sole owner of the Dog upon execution of this Agreement and payment of One Dollar and 00/100 ($1.00).

2. Responsibility. Transferee agrees and hereby assumes sole ownership and sole responsibility for the care, control, supervision, maintenance, food, housing, veterinary care, and any and all other expenses that may result from or arise out of Transferee' s ownership of Dog, whether or not such care or veterinary treatment arises out of or in connection with a pre-existing condition of Dog or Dog' s prior use for law enforcement.

3. No Warranties. Transferee, through his employment, has been Dog' s handler and acknowledges and understands that:

   a. Dog has been trained and used as a police canine;

   b. Dog is being transferred " as is";

   c. City makes no representations, warranties, guarantees, or statements of any kind or nature regarding: (i) the physical or mental health of Dog, (ii) the training that Dog has received, or (iii) the temperament, disposition, or suitability of Dog for any use whatsoever; and

   d. Transferee' s acquisition of Dog is desired and entirely voluntary by Transferee and is not in any way, either actual or implied, a condition of employment, remuneration, benefit, retirement, or other aspect of Transferee' s employment by City.

4. City' s Duties. City will have no further duty, responsibility, or liability for Dog or Dog' s care with the exception of the following:

   a. Any unpaid veterinary expenses incurred by Dog up to the date of transfer shall be the responsibility of City. These veterinary expenses shall include any unpaid balance current being considered by City, expenses not covered by the Dog' s insurance carrier and any other expenses whether known or unknown at the time of retirement.

   b. In recognition of Dog' s years of service to City, should euthanasia become necessary due to Dog' s deteriorating condition, City shall reimburse normal and necessary costs for such euthanasia. The decision to euthanize Dog is the responsibility of Transferee.

5. No Subsequent Transfers. Transferee shall not transfer ownership of Dog to any other person or entity without prior written permission of City, the request for which shall be agreed to or denied in the sole discretion of City.

6. Assumption of the Risk. Transferee is aware that Dog could inflict injury to Transferee or others, including but not limited to, bodily injury, personal injury, death, disability, illness, property damage, or loss (hereinafter, " Risk of Injury"). Transferee acknowledges that transfer of Dog is voluntary, and Transferee does so with full knowledge of the Risk of Injury. To the extent authorized by law, Transferee hereby accepts responsibility for any and all Risk of Injury on behalf of himself and his descendants, dependents, spouse, domestic partners, heirs, executors, administrators, devisees, representatives

and assigns, and anyone who might claim on behalf thereof (" Transferee Parties").

7. Waiver and Release. To the extent authorized by law, Transferee on behalf of himself and Transferee Parties, hereby releases, discharges, and holds harmless the City, its officials, officers, agents, representatives, volunteers, employees, contractors, commissions, committees, foundations, and other such persons or bodies (hereinafter " Released Parties") from any and all liability for claims, demands, causes of action, damages, judgments, costs or expenses, compensation, consideration, remuneration, benefits, including but not limited to attorneys' fees and costs that are caused by, arise out of or in connection with or result from transfer, ownership, custody, care, control, maintenance and supervision of Dog, brought by any person or entity whatsoever at any time (hereinafter " Claims").

8. Unknown Claims. Transferee understands that this Agreement extends to all claims of every kind or nature whatsoever, either in law or in equity, foreseen or unforeseen, known or unknown, which arise or may hereafter arise from transfer of Dog, and that this Agreement discharges the Released Parties from any Claims that Transferee and Transferee Parties may have against the Released Parties. Further, on behalf of Transferee and Transferee Parties, Transferee hereby waives all rights under California Civil Code § 1542, which states:

   A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

9. Defense and Indemnity. Transferee further agrees to indemnify, defend, and hold harmless Released Parties from and against any and all Claims arising directly or indirectly caused by, arise out of or in connection with or result from transfer, ownership, custody, care, control, maintenance and supervision of Dog; or on account of or concerning any acts engaged by Dog that occurs after the Transfer Date set forth herein.

10. Recitals. City and Transferee acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

11. Representations. The parties agree that City is relying on the representations by Transferee made herein and that but for said representations, City would not transfer the ownership, custody, and control of Dog to Transferee.

12. Notice. The parties agree that each shall give to the other written notice of any Claim as described herein, within (10) ten days of the receipt thereof. Notice shall be given to Transferee at the residence address maintained and given by Transferee to the RBPD; and notice shall be given to City at 415 Diamond Street, Redondo Beach, California 90277 Attn: City Attorney

13. Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

14. Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein. This Agreement may only be amended by a writing signed by both parties hereto. This Agreement and all the provisions contained herein shall continue until either the death of Dog .

15. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

16. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

17. Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Los Angeles, State of California.

18. No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

19. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 19th day of August, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

DAVID ARNOLD,
an individual

By: _____
David Arnold

APPROVED:

_____
Diane Strickfaden, Risk Manager

Administrative Report

H.11., **File #** 25-1163 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

APPROVE THE THIRD AMENDMENT TO AN AGREEMENT WITH FLOCK GROUP, INC. DBA FLOCK SAFETY TO IMPLEMENT TWO ADDITIONAL AUTOMATIC LICENSE PLATE READER CAMERAS IN THE HARBOR/PIER AREA FOR AN INITIAL AMOUNT OF $5,720 FOR THE TERM AUGUST 19, 2025 THROUGH JANUARY 18, 2026 AND $4,820 PER YEAR THEREAFTER FOR UP TO TWO YEARS, INCREASING THE TOTAL ANNUAL NOT TO EXCEED AMOUNT OF THE AGREEMENT, INCLUSIVE OF ALL AMENDMENTS, TO $29,820

EXECUTIVE SUMMARY

Approval of the proposed amendment to the Agreement with Flock Group, Inc., (dba Flock Safety) would allow the Police Department, using Supplemental Law Enforcement Services Funds, to expand the City's Automated License Plate Recognition (ALPR) program. A total of two additional fixed ALPR camera systems, with live-view video capabilities, would be installed at the two entrances to the Marina (Mole D) Parking lot, one on Portofino Way and the other on Harbor Drive. These cameras are expected to provide increased security for the various special events and amenities that are hosted in the area.

BACKGROUND

Flock Safety ALPR systems support proactive policing and investigations by detecting vehicles of interest that have been reported stolen, were involved in a crime, or identified for another lawful purpose, such as active arrest wants/warrant(s) being issued for a person associated with the vehicle. License plate of interest are detected in real-time, with automated alert notifications and all associated evidence is preserved and easily searchable by authorized Police Department staff. Flock Safety uses proprietary "Vehicle Fingerprint" technology to not only recognize license plates, but also vehicle characteristics such as color, make, model, and distinguishing features, even in instances where a license plate is obscured or missing. The proposed purchase will add fixed ALPR cameras to two strategic ingress points near the Waterfront on Harbor Drive and on Portofino Way. These cameras will also provide both live and recorded video streaming options to enhance situational awareness.

In June 2006, the City Council authorized the Police Department's first purchase of a mobile Automatic License Plate Recognition (ALPR) system, which was mounted on a marked patrol vehicle. In November 2018, Council approved the installation of fixed ALPR cameras from Vigilant Solutions at two key intersections: Torrance Boulevard at Prospect Avenue (westbound) and Inglewood Avenue at Artesia Boulevard (westbound). These systems are still functioning, along with

a Vigilant Solutions system installed on a Parking Enforcement vehicle. Since that time, the Police Department entered into an agreement with Flock Safety in January of 2024 to lease fixed ALPR camera systems that were deployed at Pacific Coast Highway at Prospect Avenue, Kingsdale Avenue near Grant Avenue, and Inglewood Avenue near Manhattan Beach Boulevard. In December of 2024, Council also approved the installation of Flock Safety systems at Pacific Coast Highway near Anita Street and 190th Street at Inglewood Ave.

To address privacy and transparency concerns, all data collected through the Flock Safety system is owned exclusively by the City of Redondo Beach and is not sold or commercialized. Data is only shared with other law enforcement or prosecutorial agencies for official law enforcement purposes, or as otherwise permitted by law. Access to the system is restricted to designated personnel within the Police Department, and all system usage, including login activity and search queries, is logged for audit purposes. Flock Safety ALPR and live-view data is retained for a period of 30-days unless manually retained in connection with a criminal investigation. Security safeguards include encryption of data in transit and at rest, along with two-factor authentication. The system operates entirely on Flock Safety's cloud-based platform and does not require on-premise infrastructure. Facial recognition is not a feature of the City's ALPR camera system.

Both the proposed expansion of the ALPR system operated by Flock Safety and the Vigilant Solutions fixed-camera system comply with the provision of California Senate Bill 34 (2015), "Automated License Plate Recognition Systems: Use of Data" per Division 3 - California Civil Code as well as California SB 54 (2017), the "Values Act" defined under Division 7, Title 1 of the California Government Code. These statutes combine to prohibit local law enforcement agencies from using resources, including data systems and surveillance tools, to investigate, detain, or share information with federal immigration authorities, except for other law enforcement or prosecutorial agencies for official law enforcement purposes, or as otherwise permitted by law.

The cost of the original Agreement and prior amendments, which include six ALPR cameras and an API interface with Department software platforms, is $25,000 annually. The third amendment for two new ALPR cameras will incur an additional $5,720.08 for the initial term of August 19, 2025 through January 18, 2026 and $4,820.08 per year thereafter. This brings the total annual cost of the Agreement, inclusive of all amendments, to $29,820.08 and aligns the termination date of the third amendment with the original agreement, which is eligible for up to two, automatic one-year renewals.

COORDINATION

This item was prepared in coordination with the Information Technology Department and the Agreement was approved as to form by the City Attorney's Office.

FISCAL IMPACT

The ongoing cost of the proposed third amendment is $4,820.08. Funding for the Agreement is available in the Police Department's FY 2025-26 annual Operating Budget utilizing Supplemental Law Enforcement Services Funds (SLESF).

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Third Amendment to the Agreement with Flock Safety, Inc.
- Insurance - Flock Safety, Inc.
- Master Services Agreement

Flock Safety + CA - Redondo Beach PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jermaine Johnson
jermaine.johnson@flocksafety.com
+19787617903

flock safety

THIRD AMENDMENT

This Third Amendment (the "Third Amendment") is made between Flock Group Inc., a Delaware corporation ("Flock") and the City of Redondo Beach, a chartered municipal corporation on behalf of the Redondo Beach Police Department ("Customer"), collectively referred to as the ("Parties"). It amends the previously executed agreement between the Parties dated January 19, 2024, as amended by the First Amendment dated October 2, 2024, and the Second Amendment dated December 17, 2024, and any schedules or exhibits attached thereto or incorporated herein by reference (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the Agreement, First Amendment, Second Amendment, and this Third Amendment, the terms of this Third Amendment will prevail. Any capitalized terms used in this Third Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise. This Third Amendment is effective the date of the last signature below (the "Effective Date")

This Agreement is amended as follows: Any applicable Flock Hardware/Software, Professional Services, and One-Time Purchases listed on the table(s) below are added into the Agreement in its entirety. Any recurring fees added to the Agreement through this Third Amendment will be prorated as of the Effective Date of this Third Amendment. After the current term. Customer shall pay the fees as set forth in the applicable tables pursuant to the terms set forth herein.

Customer:	City of Redondo Beach	Initial Term:	12 Months
Legal Entity Name:	City of Redondo Beach	Renewal Term:	12 Months
Accounts Payable Email:		Payment Terms:	Net 30 from receipt of invoice
Address:	401 Diamond St Redondo Beach, California 90277	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$4,820.08**
Flock Safety Bundles			
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Bundle Implementation Fee	$900.00	1	$900.00

Subtotal Year 1:	$5,720.08
Annual Recurring Subtotal:	$4,820.08
Estimated Tax:	$0.00
Contract Total:	$5,720.08

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer.

TERM AND RENEWAL: Pursuant to Section 7.1 of the Agreement, the automatic renewal of the entire Agreement as amended is subject to the limitation of three (3) successive automatic terms following the Initial Term. All subscriptions under the Agreement and any amendments hereto are twelve months, with automatic renewals occurring annually unless either party provides notice of non-renewal at least thirty (30) days prior to the end of the then-current term, and subject to proration in the last year of the applicable software subscription to align with the Agreement expiration of January 18, 2028 (or earlier upon termination). Fees associated with the additional services described under this Third Amendment shall be prorated for the Initial Term as of the Effective Date and billed annually thereafter during each renewal term.

PAYMENT TERMS: All payments shall adhere to the terms established in the Section 6 of the Agreement. Fees for the Initial Term shall be invoiced on a prorated basis only. Customer shall remit payment in accordance within Net 30 days of its receipt of the invoice. Any adjustments to fees for subsequent renewal terms shall be subject to the sixty (60) day advance notice requirement set forth in the Agreement. For any Flock Hardware requiring self-installation, the applicable service Term shall begin upon execution of this Third Amendment, prorated to align with the original Effective Date (January 19, 2024), unless otherwise agreed. If the Customer purchases more than one type of Flock Hardware, the earliest term start date shall control. For software-only purchases, the Term shall also begin upon execution of this Third Amendment.

The Agreement as amended shall automatically renew for successive one-year terms commencing on the anniversary of the original Effective Date (January 19, 2024), unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. Notwithstanding the foregoing, automatic renewals shall be limited to three (3) successive one-year terms following the initial term, such that the Agreement shall expire without further automatic renewal on January 18, 2028 (subject to any prorations or adjustments for added services). After the third renewal term, the Agreement may only be renewed manually via mutual written agreement, of the Parties, with any adjusted fees subject to sixty (60) days' notice.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$5,720.08
Annual Recurring after Year 1	$4,820.08
Contract Total	$5,720.08

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS ™ -	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Long-Range LPR, fka Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. AC Power Only.
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Law enforcement grade bundled standard range license plate recognition camera and live streamed solar powerd fixed camera with 30 days of edge storage, with LTE. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users. AC power is also available if needed.
Professional Services - Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Video Camera Fixed, fka Condor	Law enforcement grade live streamed Solar powerd Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.

FlockOS Features & Description

FlockOS Features	Description

By executing this Third Amendment, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

Customer: City of Redondo Beach,
a chartered municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

PO Number: _____

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).

PRODUCER
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111

CN134017657--GAUWE-24-25

CONTACT NAME: Antonia Rovai
PHONE (A/C, No, Ext): 415-743-8059 **FAX (A/C, No):**
E-MAIL ADDRESS: Antonia.rovai@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : The Charter Oak Fire Insurance Company	25615
INSURER C : Homeland Insurance Company Of New York	34452
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Flock Group Inc
DBA Flock Safety
1170 Howell Mill Rd NW
Atlanta, GA 30318

COVERAGES **CERTIFICATE NUMBER:** SEA-003983193-09 **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	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		H-630-9W194831-TIL-24	08/23/2024	08/23/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X		810-6T343696-24-I3-G	08/23/2024	08/23/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	X		CUP-6T386924-24-I3	08/23/2024	08/23/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-6T346569-24-I3-G	08/23/2024	08/23/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions / Cyber			730000029-0000 SIR: $100,000	08/23/2024	08/23/2025	Limit:	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Redondo Beach, Its elected and appointed officials, officers, employees and volunteers as additional insured.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Marsh USA LLC

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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.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

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

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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.

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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

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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.

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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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

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.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Employees – Supervisory Positions

D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

G. Blanket Additional Insured – Broad Form Vendors

H. Blanket Additional Insured – Controlling Interest

I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

L. Medical Payments – Increased Limit

M. Blanket Waiver Of Subrogation

N. Contractual Liability – Railroads

O. Damage To Premises Rented To You

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.

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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 – EMPLOYEES – SUPERVISORY POSITIONS

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 co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. 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.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part 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 liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

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agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured 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.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor 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 liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor 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 vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless 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;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

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

(6) "Your products" that, 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 on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. 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.

I. 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

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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.

J. 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.

K. 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".

L. 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.

M. BLANKET WAIVER OF SUBROGATION

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 contract or agreement to waive that insured's right of recovery against any person or organization, we

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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 execution of the 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.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. 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. If, and only to the extent that, such 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. 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:

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(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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-6T346569-24-I3-G

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.

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***") on this the 02 day of November 2023. This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "***Customer Data***" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "***Flock Network End User(s)***" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 "***Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.13 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "***Vehicle Fingerprint™***" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("***Retention Period***"). Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (***"Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; (d) was independently developed without use of any Proprietary Information of the Disclosing Party; (e) was disclosed pursuant to law, including without limitation the California Public Records Act; (f) was disclosed due to any rule, order, referral, or request, including without limitation any rule, order, referral, or request of City Council; or (g) was disclosed as part of the City's customary contract approval process. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations. However, at least ten days (if legally permissible) prior to any disclosure relating to the Customer, Flock shall provide written notice to the Customer, which shall include a description of the footage intended for disclosure and the proposed recipient(s) of such disclosure, so that Customer may seek a protective order or contest the legal validity of such subpoena or other legal process to the extent permitted by law.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than sixty (60) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 **Late Fees.** Reserved.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") .

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may

be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH

AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. 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. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Upon Customer's prior written consent, Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer in accordance with Section 7.2 of the Agreement.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD

NW SUITE 210 ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

REDONDO BEACH POLICE DEPARTMENT

401 DIAMOND STREET

REDONDO BEACH, CA 90277

ATTN: LINA CARRILLO

EMAIL: lina.portolese@redondo.org

Administrative Report

H.12., **File #** 25-1142 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

APPROVE THE PURCHASE OF 114 BODY-WORN CAMERAS, LICENSES, ACCESSORIES, AND EXTENDED WARRANTIES FROM AXON ENTERPRISE, INC. UTILIZING A COOPERATIVE PURCHASE AGREEMENT WITH SOURCEWELL, FOR A FIVE-YEAR TERM BEGINNING OCTOBER 15, 2025 THROUGH OCTOBER 15, 2030, IN AN AMOUNT NOT TO EXCEED $789,722

EXECUTIVE SUMMARY

The Police Department seeks approval to purchase 114 body-worn cameras (BWC), accessories, and extended warranties to replace equipment that is no longer supported utilizing the City's existing Master Services Agreement (MSA) with Axon Enterprise, Inc. (Axon). Axon body camera equipment is the industry standard and is fully integrated with their digital evidence management platform and less-than-lethal TASER conducted energy devices (CEDs). Pricing and terms for the proposed purchase are available through a Sourcewell, sole source cooperative agreement. If approved, the additional BWCs will increase inventory from 88 to 114 enabling the Police Department to assign body-worn cameras to all Department personnel who routinely interact with the public, increasing public and employee safety while providing improved risk and liability management for the City.

BACKGROUND

The Police Department first implemented a BWC program in 2014 through a pilot program that deployed six devices. By 2017, the Police Department had achieved full officer deployment, with each sworn staff member being issued an individual BWC. In April 2020, the City entered into a five-year agreement with Axon that included 88 Axon BWCs and licenses to access Evidence.com, Axon's cloud-based digital evidence management platform.

Over the five-year term, the BWC program proved to be an essential component of daily Police operations. During that time, Police personnel recorded and uploaded over 263,000 individual videos to Evidence.com, totaling more than 34,000 hours of footage consuming nearly 59 terabytes of secure cloud storage. Currently, there are over 200,000 videos, images, and audio recordings active in the database in compliance with evidentiary and legal requirements. On an average day, officers upload approximately 144 videos to the system, contributing over 18 hours and 32 gigabytes of new data. Since the launch of the 2014 pilot program, Police personnel have recorded and uploaded more than 407,000 videos to the Evidence.com database.

The Police Department learned a great deal through the initial five-year term of the Agreement and developed an understanding of program successes as well as the opportunities that existed to

improve the system. The original Agreement included only three Pro-level licenses, which proved insufficient for operational needs as supervisors, detectives, and City Attorney personnel all increasingly relied on timely access to BWC footage for investigative and prosecutorial purposes. In response to both an internal assessment and an audit conducted by Axon in 2022, the Department recommended and received approval to amend the contract and purchase an additional 37 Pro-level licenses.

The 2020-2025 term also highlighted the increasing value of digital tools beyond traditional officer-worn devices. Specifically, the Police Department increased utilization of Axon's "Community Request" feature, which allows members of the public to submit cellphone videos, CCTV footage, and other digital evidence directly to investigators and other personnel with Pro-level licenses through secure public portals and SMS links delivered to citizens via Department-issued cell phones. In the last 12 months, more than 1,000 videos and digital images have been shared by victims and witnesses via this feature.

The direct digital evidence software maintains a secure chain-of-custody from creation to upload into the Criminal Justice Information Services (CJIS)-complaint Evidence.com system. This has reduced delays and eliminated barriers that would otherwise hinder investigative follow-up, suspect identification, and crime prevention. The updated proposal will allow for an expansion of this feature to allow all Police personnel that are assigned an Evidence.com licenses to generate secure links, instead of limiting this feature to supervisors and investigative personnel.

In June 2025, the City Council approved a MSA with Axon for the purchase of tasers, that can be utilized to establish the legal and operational framework for the proposed purchase of BWCs. The MSA incorporates detailed provisions governing data security, user privacy, system availability, and the proper retention and access of digital evidence.

Axon's Evidence.com platform is hosted within the Microsoft Azure Government cloud environment, which meets the stringent requirements of the FBI's CJIS Security Policy. This includes multi-factor authentication, end-to-end encryption, role-based access controls, and non-editable audit logs that record every user action within the system. These safeguards ensure that digital evidence remains tamper-resistant with fully transparent, traceable, and consistent access that meets the highest federal security standards.

Beyond Axon's system-level protections, the Police Department has adopted internal policies that govern the use, access, retention, and public release of BWC footage in compliance with California Penal Code § 832.18, which requires agencies to establish written procedures covering BWC use, data security, access control, and minimum retention periods.

The Department's Portable Audio/Video Recorder Policy reinforces this framework by requiring members to document recordings, prohibit unauthorized use or dissemination of recordings, and mandates supervisor review and oversight of the program. Access to stored recordings is logged, monitored, and restricted to authorized personnel with a legitimate basis to view recordings. Department policy also prohibits the use of biometric surveillance features, including facial recognition, in connection with BWC footage, further protecting privacy and due process rights of community members. Together, Axon's CJIS-compliant infrastructure and the Department's legally mandated policies ensure the secure and accountable management of all digital evidence.

Currently, all 88 of the Police Department's BWCs and related dock equipment from the 2020 agreement are several years old, with warranties that expired in November 2023. The 2020 Agreement expired in April 2025 and continued access to Evidence.com is being facilitated by gap coverage. Long-term uninterrupted service, cloud storage, hardware support, and use of expanded features require the City to enter into a new agreement.

Since the approval of the existing Axon Agreement, the Police Department has continuously monitored the body-worn camera marketplace to evaluate available technologies and determine whether an alternative vendor could meet the evolving operational needs of the Department. This review process included vendor presentations, performance demonstrations, input from peer agencies, monitoring public sentiment, and tracking the evolving legal environment surrounding BWC usage. While multiple vendors presented competing products, the Police Department concluded that Axon remains the best option based on features, platform maturity, and reliability. Axon has captured a very large market share, and several peer agencies who use/used competing platforms indicated that they would be transitioning to, or back to, Axon. Reliability and the negative impact on staff time required to manage less reliable systems were common themes guiding these agencies back to Axon.

In addition, multiple barriers were identified while assessing how competing platforms would serve the City. The first is the sheer volume of data and the ability to access this data after transitioning to a competing platform. While emerging technology like Peregrine, Inc. may eventually facilitate immediate access large volumes of digital video and still image data, it is currently not a practical consideration. Competing vendor proposals utilize manual requests via email and telephone calls, or by using third-party applications to access the 59 terabytes of legacy data currently stored in the Evidence.com system. This would add a layer of inefficiency that would hinder the Police Department's current operational model. None of the vendors surveyed offered seamless integration for videos and images already stored in Evidence.com.

Another issue was integration and transfer of evidence with the Los Angeles County District Attorney's Office (LADA) for case filings. Evidence.com is the LADA's contracted digital evidence management system. Agencies who do not use Axon's system can still submit digital evidence to the LADA through a third-party portal. This extra step would expand the timeline and could potentially reduce reliability of evidence submitted to the LADA.

Lastly, as the public safety technology space has evolved, alliances and cooperation among the various vendors have changed along with it. While the circumstances may change in the future, at least one competing vendor was not willing to offer integration with existing Peregrine data aggregation infrastructure due to an alliance with a competing platform. This would reduce the effectiveness of the existing tools the Police Department uses to consolidate information from various sources, making it harder to gather intelligence quickly, which hinders the Department's ability to fight and prevent crime.

Axon's product ecosystem is fully integrated with the TASER 7 CEDs utilized by Police Department personnel, with data produced by both the TASER 7 and Axon Body 4 BWCs feed directly into the shared Evidence.com environment. This seamless integration enables synchronized data logging, cartridge tracking, video tagging, and policy-based workflows that reduce administrative burdens and enhance investigative efficiency. Beyond technical capability, Axon's alignment with the Police Department's established training programs, internal policies, and digital infrastructure will provide a

high degree of continuity and reliability for the Department.

The purchase of 114 body-worn cameras, increased from 88, will provide sufficient inventory to equip all members of the Police Department who regularly interact with the public, including sworn personnel, jail staff, municipal services officers, code enforcement, and cadets. This expansion ensures all public-facing employees have the protection and accountability benefits of body-worn cameras, reducing the likelihood of disputes over department member conduct and providing critical evidence in the event of litigation. This agreement also strengthens the City's legal position by demonstrating a proactive approach to risk management and adherence to best practices in transparency and documentation.

In addition to hardware, the proposal includes a la carte software modules that expand functionality for these users. Notably, the proposed Agreement includes the Axon Community Request tool enabling secure, direct submission of external video evidence and the Axon Performance module, which allows supervisors to audit usage and measure compliance with Department policy. Axon Performance supports both targeted and random audits, enabling supervisors to proactively monitor camera activation practices and ensure alignment with Police Department expectations.

These features, along with the cumulative experience with Axon products over more than a decade of use, underscore the value of Axon's digital evidence system: to the public, who expect transparency and accountability; to police personnel, who require reliable technology in the field; and to justice system associates, such as prosecutors, who depend on timely access to secure digital evidence. For these reasons, the Department recommends Council approve the proposed sole source purchase agreement with Axon.

The BWCs will be purchased utilizing Axon's cooperative purchasing agreement with Sourcewell. Cooperative purchasing provides the City with competitive pricing and terms without expending staff resources to prepare and conduct a competitive procurement process. The use of cooperative purchasing agreements complies with the City's established purchasing policies.

COORDINATION

The Police Department coordinated this purchase with Information Technology and Financial Services Departments, along with the City Attorney's Office.

FISCAL IMPACT

The proposed Purchase Agreement is for a five-year term, with a total cost of $789,722. The cost for the first year is $189,110, and then $150,153 annually for the remaining four years. Ongoing funding for the body-worn cameras is included in the Information Technology annual operating budget through the Internal Service Fund. The initial one-time funding for the cameras, as well as the ongoing increased cost of the new purchase, was approved in Decision Package #20 as part of the FY 2025-26 Budget. No additional budget appropriation is required.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt and MSA - Axon Enterprise, Inc., Sourcewell Contract #101223-AXN and Master

Services and Purchasing Agreement for Customer
- Insurance - Axon Enterprise, Inc.

INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

Sourcewell Contract #101223-AXN

This agreement ("the Agreement") is hereby made this 19th day of August, 2025, by the City of Redondo Beach, a chartered municipal corporation ("Agency") and Axon Enterprise, Inc., a Delaware corporation ("Axon"). Collectively, Agency and Axon are the "Parties."

WHEREAS, the Agency is desirous of having Axon provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories, as herein described; and

WHEREAS, Axon is a party to Contract No. 101223-AXN with Sourcewell dated February 6, 2024, related to "Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories" (the "Sourcewell Contract"), which is incorporated herein by reference; and

WHEREAS, Axon and Agency have entered into the Master Services and Purchasing Agreement dated June 27, 2025 (the "Master Services Purchasing Agreement"); and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Sourcewell Contract to the Agency at the same prices chargeable to Sourcewell; and

WHEREAS, the goods and/or services required by the Agency, and which the Agency seeks to obtain from Axon, are within the scope of the Sourcewell Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the Parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the Sourcewell Contract for the goods and services detailed in the Quote attached hereto as Exhibit A and incorporated herein by reference (the "Quote").
2. Notwithstanding anything to the contrary in this Agreement or Sourcewell Contract, the Master Services and Purchasing Agreement, attached hereto as Exhibit B and incorporated herein by reference as well as the attached Technology Assurance Plan Appendix, Add-on Services Appendix and Axon Auto-Tagging Appendix (Exhibit C), shall govern the purchase of the goods and services detailed in the Quote under this Agreement to the maximum extent permitted by law, including but not limited to, its delivery terms, except that the pricing and product warranties set forth in the Sourcewell Contract shall remain in effect as required by the Sourcewell Contract's terms and the Quote.
3. In the event the term of the subscriptions specified on the Quote extends past the termination or expiration of the Sourcewell Contract, the terms and conditions of the Sourcewell Contract, and this Agreement, including Exhibit B shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of Exhibit B, including but not limited to Section 16, and Exhibit C, Section 9. For clarity, termination shall be governed by Exhibit B, including provisions for breach (Section 16.1), non-appropriation (Section 16.2), and effect of termination (Section 16.3), as well as Exhibit C. Refunds, if any, for termination due to Axon's uncured breach shall be provided per Section 16.1 for non Technology Assurance Plan ("TAP") services, with TAP related terminations subject to Exhibit C, Section 9.
4. This Agreement, together with Sourcewell Contract #101223-AXN, constitute the entire agreement between the Parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the Parties are merged into and made a part of this

Agreement. To the extent that the terms of the documents conflict, the terms of this Agreement shall control.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	**City of Redondo Beach**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

Quote

See the attached Quote.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-658398-45868KP

Issued: 07/30/2025

Quote Expiration: 08/30/2025

Contract Start Date: 10/15/2025

Account Number: 108077

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Redondo Beach Police Dept. - CA 401 Diamond Street Redondo Beach, CA 90277-2836 USA	Redondo Beach Police Dept. - CA 401 Diamond Street Redondo Beach CA 90277-2836 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kpanasewicz@axon.com Fax: (480) 905-2071	Jeffrey Mendence Phone: 310-697-3480 Email: jeffrey.mendence@redondo.org Fax:

Quote Summary

Program Length	65 Months
TOTAL COST	$776,645.75
ESTIMATED TOTAL W/ TAX	$789,721.10

Discount Summary

Average Savings Per Year	$54,290.11
TOTAL SAVINGS	$294,071.44

Payment Summary

Date	Subtotal	Tax	Total
Oct 2025	$186,495.35	$2,615.06	$189,110.41
Oct 2026	$147,537.60	$2,615.06	$150,152.66
Oct 2027	$147,537.60	$2,615.06	$150,152.66
Oct 2028	$147,537.60	$2,615.06	$150,152.66
Oct 2029	$147,537.60	$2,615.11	$150,152.71
Total	**$776,645.75**	**$13,075.35**	**$789,721.10**

Quote Unbundled Price:	**$1,070,713.55**
Quote List Price:	**$974,601.95**
Quote Subtotal:	**$776,645.75**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	14	60	$73.05	$36.07	$25.89	$21,747.60	$1,548.17	$23,295.77
BWCamTAP	Body Worn Camera TAP Bundle	114	60	$43.31	$33.80	$24.49	$167,511.60	$11,527.18	$179,038.78
A la Carte Hardware									
H00001	AB4 Camera Bundle	26			$899.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	3			$1,638.90	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	88			$899.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	11			$1,638.90	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	105	5		$0.75	$0.75	$393.75	$0.00	$393.75
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	88	5		$10.00	$10.00	$4,400.00	$0.00	$4,400.00
73840	AXON EVIDENCE - ECOM LICENSE - BASIC	85	5		$15.00	$15.00	$6,375.00	$0.00	$6,375.00
73746	AXON EVIDENCE - ECOM LICENSE - PRO	40	5		$45.00	$45.00	$9,000.00	$0.00	$9,000.00
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	85	5		$25.00	$25.00	$10,625.00	$0.00	$10,625.00
73618	AXON COMMUNITY REQUEST	114	60		$10.85	$10.85	$74,214.00	$0.00	$74,214.00
73739	AXON PERFORMANCE - LICENSE	114	60		$10.85	$10.85	$74,214.00	$0.00	$74,214.00
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	114	60		$27.12	$27.12	$185,500.80	$0.00	$185,500.80
BasicLicense	Basic License Bundle	70	60		$16.27	$16.25	$68,250.00	$0.00	$68,250.00
ProLicense	Pro License Bundle	50	60		$48.82	$48.75	$146,250.00	$0.00	$146,250.00
A la Carte Warranties									
80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	12	5		$21.70	$21.70	$1,302.00	$0.00	$1,302.00
80496	AXON BODY 3 - EXT WARRANTY - CAMERA	94	5		$14.60	$14.60	$6,862.00	$0.00	$6,862.00
Total							**$776,645.75**	**$13,075.35**	**$789,721.10**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	26	1	09/15/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	09/15/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	09/15/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	88	1	09/15/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	29	1	09/15/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	97	1	09/15/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	97	1	09/15/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	29	1	09/15/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	29	1	09/15/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	97	1	09/15/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	11	1	09/15/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3	1	09/15/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	11	1	09/15/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	09/15/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	09/15/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	11	1	09/15/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	14	1	03/15/2028
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	117	1	03/15/2028
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	14	1	09/15/2030
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	117	1	09/15/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	88	05/15/2025	10/14/2025
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	105	05/15/2025	10/14/2025
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	85	05/15/2025	10/14/2025
A la Carte	73746	AXON EVIDENCE - ECOM LICENSE - PRO	40	05/15/2025	10/14/2025
A la Carte	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	85	05/15/2025	10/14/2025
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	70	10/15/2025	10/14/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	70	10/15/2025	10/14/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	150	10/15/2025	10/14/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	50	10/15/2025	10/14/2030
A la Carte	73618	AXON COMMUNITY REQUEST	114	10/15/2025	10/14/2030
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	114	10/15/2025	10/14/2030
A la Carte	73739	AXON PERFORMANCE - LICENSE	114	10/15/2025	10/14/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80496	AXON BODY 3 - EXT WARRANTY - CAMERA	94	05/15/2025	10/14/2025
A la Carte	80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	12	05/15/2025	10/14/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	14	09/15/2026	10/14/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	114	09/15/2026	10/14/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	3	09/15/2026	10/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	401 Diamond Street	Redondo Beach	CA	90277-2836	USA

Payment Details

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Gap Coverage	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	88	$4,400.00	$0.00	$4,400.00
Gap Coverage	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	105	$393.75	$0.00	$393.75
Gap Coverage	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	85	$10,625.00	$0.00	$10,625.00
Gap Coverage	73746	AXON EVIDENCE - ECOM LICENSE - PRO	40	$9,000.00	$0.00	$9,000.00
Gap Coverage	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	85	$6,375.00	$0.00	$6,375.00
Gap Coverage	80496	AXON BODY 3 - EXT WARRANTY - CAMERA	94	$6,862.00	$0.00	$6,862.00
Gap Coverage	80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	12	$1,302.00	$0.00	$1,302.00
Year 1	73618	AXON COMMUNITY REQUEST	114	$14,842.80	$0.00	$14,842.80
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	114	$37,100.15	$0.00	$37,100.15
Year 1	73739	AXON PERFORMANCE - LICENSE	114	$14,842.80	$0.00	$14,842.80
Year 1	BasicLicense	Basic License Bundle	70	$13,650.00	$0.00	$13,650.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	14	$4,349.52	$309.63	$4,659.15
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	114	$33,502.33	$2,305.43	$35,807.76
Year 1	H00001	AB4 Camera Bundle	26	$0.00	$0.00	$0.00
Year 1	H00001	AB4 Camera Bundle	88	$0.00	$0.00	$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	11	$0.00	$0.00	$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	3	$0.00	$0.00	$0.00
Year 1	ProLicense	Pro License Bundle	50	$29,250.00	$0.00	$29,250.00
Total				**$186,495.35**	**$2,615.06**	**$189,110.41**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73618	AXON COMMUNITY REQUEST	114	$14,842.80	$0.00	$14,842.80
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	114	$37,100.15	$0.00	$37,100.15
Year 2	73739	AXON PERFORMANCE - LICENSE	114	$14,842.80	$0.00	$14,842.80
Year 2	BasicLicense	Basic License Bundle	70	$13,650.00	$0.00	$13,650.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	14	$4,349.52	$309.63	$4,659.15
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	114	$33,502.33	$2,305.43	$35,807.76
Year 2	H00001	AB4 Camera Bundle	88	$0.00	$0.00	$0.00
Year 2	H00001	AB4 Camera Bundle	26	$0.00	$0.00	$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	11	$0.00	$0.00	$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	3	$0.00	$0.00	$0.00
Year 2	ProLicense	Pro License Bundle	50	$29,250.00	$0.00	$29,250.00
Total				**$147,537.60**	**$2,615.06**	**$150,152.66**

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73618	AXON COMMUNITY REQUEST	114	$14,842.80	$0.00	$14,842.80
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	114	$37,100.15	$0.00	$37,100.15

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73739	AXON PERFORMANCE - LICENSE	114	$14,842.80	$0.00	$14,842.80
Year 3	BasicLicense	Basic License Bundle	70	$13,650.00	$0.00	$13,650.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	14	$4,349.52	$309.63	$4,659.15
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	114	$33,502.33	$2,305.43	$35,807.76
Year 3	H00001	AB4 Camera Bundle	26	$0.00	$0.00	$0.00
Year 3	H00001	AB4 Camera Bundle	88	$0.00	$0.00	$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	3	$0.00	$0.00	$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	11	$0.00	$0.00	$0.00
Year 3	ProLicense	Pro License Bundle	50	$29,250.00	$0.00	$29,250.00
Total				**$147,537.60**	**$2,615.06**	**$150,152.66**

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73618	AXON COMMUNITY REQUEST	114	$14,842.80	$0.00	$14,842.80
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	114	$37,100.15	$0.00	$37,100.15
Year 4	73739	AXON PERFORMANCE - LICENSE	114	$14,842.80	$0.00	$14,842.80
Year 4	BasicLicense	Basic License Bundle	70	$13,650.00	$0.00	$13,650.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	14	$4,349.52	$309.63	$4,659.15
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	114	$33,502.33	$2,305.43	$35,807.76
Year 4	H00001	AB4 Camera Bundle	26	$0.00	$0.00	$0.00
Year 4	H00001	AB4 Camera Bundle	88	$0.00	$0.00	$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	11	$0.00	$0.00	$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	3	$0.00	$0.00	$0.00
Year 4	ProLicense	Pro License Bundle	50	$29,250.00	$0.00	$29,250.00
Total				**$147,537.60**	**$2,615.06**	**$150,152.66**

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73618	AXON COMMUNITY REQUEST	114	$14,842.80	$0.00	$14,842.80
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	114	$37,100.15	$0.00	$37,100.15
Year 5	73739	AXON PERFORMANCE - LICENSE	114	$14,842.80	$0.00	$14,842.80
Year 5	BasicLicense	Basic License Bundle	70	$13,650.00	$0.00	$13,650.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	14	$4,349.52	$309.65	$4,659.17
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	114	$33,502.33	$2,305.46	$35,807.79
Year 5	H00001	AB4 Camera Bundle	88	$0.00	$0.00	$0.00
Year 5	H00001	AB4 Camera Bundle	26	$0.00	$0.00	$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	11	$0.00	$0.00	$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	3	$0.00	$0.00	$0.00
Year 5	ProLicense	Pro License Bundle	50	$29,250.00	$0.00	$29,250.00
Total				**$147,537.60**	**$2,615.11**	**$150,152.71**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

7/30/2025

Exhibit B

Master Services and Purchasing Agreement dated June 27, 2025

See the attached Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote as defined below. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, any renewal shall be at upon mutual consent and shall require written amendment executed by authorized representatives of both parties. If such written amendment is not executed, this Agreement shall terminate at the end of the expiration of the then current term without further obligation by either party.

3. **Payment**. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from Customer's invoice receipt. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable.

4. **Taxes**. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are F.O.B. Destination via common carrier. Title and risk of loss pass to Customer only upon actual receipt and acceptance by Customer. Axon shall retain liability for loss or damage during transit. Customer is responsible for any shipping charges in the Quote. Any goods which are not rejected as defective or non-functional within ten (10) days of delivery shall be deemed accepted.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for one year (1) year from Customer's receipt, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) one (1) year from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Except for (a) Axon's Axon's willful misconduct or gross negligence, or (b) any liability that cannot be excluded under applicable law, Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, three times the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid

and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance in compliance with the requirements set forth by the Customer's Risk Manager as detailed below for the duration of this Agreement and shall provide certificates of insurance to confirm compliance.

    12.1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. 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.

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

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

    12.4. Axon may satisfy the above requirements through the use of primary and excess liability insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

14. **Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses arising from (a) personal injury or property damage caused by Axon Devices resulting from Axon's negligent acts, errors or omissions, or willful misconduct; (b) data breaches or cybersecurity incidents caused by Axon's negligence (d) failure of Axon Cloud Services to perform as contractually required, resulting in third-party claims against the Customer; and (c) any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon. Customer must provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim.

15. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b)Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. Either Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as

reasonably practicable.

16.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate except as detailed in Section 17 of the Cloud Services Terms of Use Appendix Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non- appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter.

Notwithstanding the preceding paragraph, Customer may make disclosures if the information (i) is or becomes generally known to the public through no fault of, or breach of this Agreement by, the Customer; (ii) is rightfully in the Customer's possession at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Axon's Confidential Information; (iv) is rightfully obtained by the Customer from a third party without restriction on use or disclosure; (v) required to be disclosed by the Customer pursuant to law, rule, regulation, subpoena, or court order, including but not limited to the California Public Records Act (CALIFORNIA PUBLIC RECORDS ACT GOVERNMENT CODE SECTION 6250 ET SEQ.); (vi) disclosed due to a rule, order, referral, or request, including without limitation any rule, order, referral, or request of Customer's City Council; or (vii) disclosed as part of the Customer's customary contract approval process.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be

provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including all attached Appendices, SOW(s), and Quotes constitute the entire agreement between the Parties regarding its subject matter and supersedes all prior agreement, understandings, or representations, whether written or verbal. Any amendments or modifications to this Agreement must be in writing and signed by both Parties to be enforceable.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc., a Delaware corporation

Signed by:
Signature: Robert E. Driscoll, Jr
55DAEBB131A4424...

Name: Robert E. Driscoll, Jr

Title: Deputy General Counsel

Date: 6/4/2025 | 12:09 PM MST

Signed by:
Diane Strickfaden
ABED8CF35EEF48C...

Diane Strickfaden,
Risk Manager

CUSTOMER:

City of Redondo Beach, a chartered municipal corporation

DocuSigned by:
Signature:
6BC0853B8F644F1...

Name: James A. Light

Title: Mayor

Date: 6/27/2025 | 8:35 AM PDT

Signed by:
A5A27AAE40834DE...

Joy A. Ford,
City Attorney

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano,
City Clerk

Axon Cloud Services Terms of Use Appendix

1. **Definitions**.

    a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

    d. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

    e. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access**. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content**. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

    a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

6. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning**. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or anAxon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

10. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

12. **TASER Data Science Program**. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

    In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.

d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;

    e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

16. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully and securely deleted and fully removed all Customer Content from Axon Cloud Services.

17. **Post-Termination Assistance**. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system. Upon request, Axon shall provide a reasonable and transparent fee schedule for additional data transfer services, which shall not exceed commercially reasonable rates. Upon Customer's request, Axon shall provide Customer Content in a non-proprietary, industry standard format (e.g. CSV for metadata) to ensure usability.

18. **U.S. Government Rights**. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of `a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

19. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term**. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights**. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
    10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of

termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities**. When using API Service, Customer and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:
   5.1. the design, structure and naming of API Service fields in all responses and requests;
   5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
   5.3. the structure of and relationship of API Service resources; and
   5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:
   6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
   6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
   6.3. misrepresent the source or ownership; or
   6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-624437-45807KP

Issued: 05/30/2025

Quote Expiration: 06/30/2025

Contract Start Date: 08/01/2025

Account Number: 108077
Payment Terms: N30
Mode of Delivery: UPS-GND
Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Redondo Beach Police Dept. - CA 401 Diamond Street Redondo Beach, CA 90277-2836 USA	Redondo Beach Police Dept. - CA 401 Diamond Street Redondo Beach CA 90277-2836 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kpanasewicz@axon.com Fax: (480) 905-2071	Jeffrey Mendence Phone: 310-697-3480 Email: jeffrey.mendence@redondo.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$106,025.40
ESTIMATED TOTAL W/ TAX	$114,559.50

Discount Summary

Average Savings Per Year	$2,937.85
TOTAL SAVINGS	$14,689.26

Payment Summary

Date	Subtotal	Tax	Total
Aug 2025	$21,205.08	$1,706.80	$22,911.88
Aug 2026	$21,205.08	$1,706.80	$22,911.88
Aug 2027	$21,205.08	$1,706.80	$22,911.88
Aug 2028	$21,205.08	$1,706.80	$22,911.88
Aug 2029	$21,205.08	$1,706.90	$22,911.98
Total	**$106,025.40**	**$8,534.10**	**$114,559.50**

Quote Unbundled Price:	**$120,708.60**
Quote List Price:	**$110,620.80**
Quote Subtotal:	**$106,025.40**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00018	BUNDLE - TASER 7 CERTIFICATION	23	60	$87.47	$80.16	$76.83	$106,025.40	$8,534.10	$114,559.50
Total							**$106,025.40**	**$8,534.10**	**$114,559.50**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	100591	AXON TASER - CLEANING KIT	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	23	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	27	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	23	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	115	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	115	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	46	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	46	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	23	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	23	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	46	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	46	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	46	1	08/01/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	46	1	08/01/2027
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	46	1	08/01/2027

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	46	1	08/01/2027
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	46	1	08/01/2028
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	46	1	08/01/2028
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	46	1	08/01/2029
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	46	1	08/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	23	08/01/2025	07/31/2030
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	23	08/01/2025	07/31/2030
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	08/01/2025	07/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 7 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 7 CERTIFICATION	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	23

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	27	08/01/2026	07/31/2030
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	23	08/01/2026	07/31/2030
BUNDLE - TASER 7 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	08/01/2026	07/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	401 Diamond Street	Redondo Beach	CA	90277-2836	USA

Payment Details

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	C00018	BUNDLE - TASER 7 CERTIFICATION	23	$21,205.08	$1,706.80	$22,911.88
Total				**$21,205.08**	**$1,706.80**	**$22,911.88**

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	C00018	BUNDLE - TASER 7 CERTIFICATION	23	$21,205.08	$1,706.80	$22,911.88
Total				**$21,205.08**	**$1,706.80**	**$22,911.88**

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	C00018	BUNDLE - TASER 7 CERTIFICATION	23	$21,205.08	$1,706.80	$22,911.88
Total				**$21,205.08**	**$1,706.80**	**$22,911.88**

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	C00018	BUNDLE - TASER 7 CERTIFICATION	23	$21,205.08	$1,706.80	$22,911.88
Total				**$21,205.08**	**$1,706.80**	**$22,911.88**

Aug 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	C00018	BUNDLE - TASER 7 CERTIFICATION	23	$21,205.08	$1,706.90	$22,911.98
Total				**$21,205.08**	**$1,706.90**	**$22,911.98**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased.

Exhibit C

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP specific warranty is an extended warranty that starts at the end of the one-(1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Refresh**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay**. Axon may ship the BWC and Dock Refreshes as scheduled in the Quote with prior written confirmation from Customer. Axon shall ship the final BWC and Dock Refreshes as scheduled in the Quote at least sixty (60) days before the end of the Subscription Term with prior written confirmation from Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer.

    1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.

    1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix for Auto-Tagging or applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Customer Responsibilities**. Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

CERTIFICATE OF LIABILITY INSURANCE

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

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).

PRODUCER
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
4300 East Camelback Rd.
Suite 460
Phoenix AZ 85018 USA

CONTACT NAME:
PHONE (A/C. No. Ext): 8662837122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Casualty Company	11991
INSURER B:	Scottsdale Ins Company	41297
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

COVERAGES **CERTIFICATE NUMBER:** 570114878216 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X see Prod Liab info att'd GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER: Xcl Prod/Comp Ops			NGO0001949 SIR applies per policy terms & conditions	08/08/2025	08/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $50,000 $2,000,000 $4,000,000 Excluded
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NGO0001948	08/08/2025	08/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $10,000			UNS0000106	08/08/2025	08/01/2026	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCC600103A	08/08/2025	08/08/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are included as Additional Insured(s) in accordance with the policy provisions of the Commercial General Liability policy.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570114878216

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AGENCY CUSTOMER ID: 570000007117
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	Axon Enterprise, Inc.
POLICY NUMBER: See Certificate Number: 570114878216	
CARRIER: See Certificate Number: 570114878216 / 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

Products Liability Schedule

Products/Completed Operations Coverage
8/8/2025-8/1/2026:

Policy #034064091
Lexington Insurance Company
Claims Made Coverage Form - Products Liability
$15,000,000 Each Occurrence Limit
$15,000,000 Products/Completed Operations Aggregate Limit
$ 5,000,000 Per Occurrence Self Insured Retention

Policy #034064092
Lexington Insurance Company
Occurrence Coverage Form - Products Liability
$15,000,000 Each Occurrence Limit
$15,000,000 Products/Completed Operations Aggregate Limit
$ 5,000,000 Per Occurrence Self Insured Retention

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/05/2025

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.

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PRODUCER
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
4300 East Camelback Rd.
Suite 460
Phoenix AZ 85018 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	AIG Specialty Insurance Company	26883
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

COVERAGES **CERTIFICATE NUMBER:** 570114821539 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	E&O - Technology			023593127 Cyber/Tech E&O SIR applies per policy terms & conditions	08/01/2025	08/01/2026	Security/Privacy Lir Policy Limit SIR	$5,000,000 $5,000,000 $1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570114821539

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Administrative Report

H.13., **File #** 25-1033 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

APPROVE AN AMENDMENT TO THE AGREEMENT WITH SHARP PERFORMANCE INC. FOR THE CONTINUED PROVISION OF PROFESSIONAL SERVICES FOR PUBLIC SAFETY EMPLOYEES FOR A NEW NOT TO EXCEED TOTAL OF $151,200 AND AN EXTENDED TERM THROUGH NOVEMBER 30, 2026

EXECUTIVE SUMMARY

Approval of the proposed amendment would authorize the Police and Fire Departments to continue use of the Sharp Performance, Inc. (Sharp Performance) cognitive performance coaching platform designed specifically for high-risk professionals, including first responders. Sharp Performance's cognitive performance coaching platform is the only commercially available tool specifically tailored to the needs of first responders and other high-risk professionals. Both the Police and Fire Departments have fully implemented the platform and are experiencing engagement and employee utilization rates that are well above the industry standard. The proprietary application aligns closely with the wellness goals and operational demands of both the City's Police and Fire Departments by addressing critical mental health needs and supporting the resilience and readiness of all team members in these Departments.

BACKGROUND

Maintaining a robust and effective wellness program is critical to supporting the mental and physical health of public safety professionals who regularly operate under high-stress and high-risk conditions. The demands of law enforcement and fire service necessitate access to specialized wellness resources that can enhance focus, manage stress, and promote long-term resilience of individuals serving the City in these key roles.

The Sharp Performance platform is a unique and comprehensive solution designed specifically for high-risk professionals. It is the only commercially available cognitive performance tool that integrates coaching, training, and resource management tailored exclusively for public safety personnel. The platform's methodologies are rooted in evidence-based practices developed in coordination with U.S. Military Special Operations teams and have been specifically adapted for first responders. These protocols emphasize psychological flexibility, sustained attention, and stress endurance-attributes essential for peak performance in public safety roles.

Unlike other wellness tools, Sharp Performance employs coaches with direct experience in elite, high-stress environments. Their team includes former wellness and resilience leads from Joint Special

Operations Command and U.S. Army Special Forces, bringing a proven track record of fostering cultural change and reducing stigma around mental health support. This experience has proven invaluable in assisting the Redondo Beach Police and Fire Departments in building a proactive and resilient wellness culture.

City Council approved the original Agreement with Sharp Performance on December 3, 2024. The platform has since been fully implemented by the Police and Fire Departments and is having a sustained, positive impact. Since the implementation of the Sharp Performance platform:

- 60% of Police Department and 73% of Fire Department personnel have been successfully onboarded
- 32.2% of Police Department and 50% of Fire Department users have participated in at least one coaching session
- On average, each participating Police Department member has completed 6.31 coaching sessions and each participating Fire Department member has completed 5.5 sessions
- Over the last quarter, an average of eight Police Department and 15 Fire Department members per month have actively engaged with a coach

The level of engagement for both Departments exceeds industry standards and surpasses the platform's own benchmarks in onboarding and coaching adoption. Given the effectiveness of the Sharp Performance program in supporting the wellness and resilience of our personnel, staff recommends increasing the total not to exceed amount of the agreement with Sharp to $151,200 and extending the term through November 30, 2026. The amendment will ensure staff's continued access to the cognitive performance coaching platform in order to maintain the positive impact on the mental wellness and resilience of the City's Police and Fire Department staff.

COORDINATION

The Police Department coordinated this item with the Fire Department. The City Attorney's Office approved the amendment as to form.

FISCAL IMPACT

No additional appropriation is needed for approval of the agreement. The total annual cost of the agreement is $75,600. $50,000 of funding was approved for the agreement as part of the Police Department's 2025-26 Fiscal Year Budget. The remaining $25,600 of funding is included in the Fire Department's annual operating budget.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - First Amendment to the Agreement with Sharp Performance
- Agmt - Original Agreement with Sharp Performance, December 3, 2024
- Insurance - Sharp Performance

FIRST AMENDMENT TO THE MASTER SAAS AND SERVICES AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND SHARP PERFORMANCE INC.

THIS FIRST AMENDMENT TO THE MASTER SAAS AND SERVICES AGREEMENT ("First Amendment") is made and entered into on August 19, 2025, by and between the City of Redondo Beach, a chartered municipal corporation ("City"), and Sharp Performance Inc., a Delaware corporation ("Contractor").

WHEREAS, on December 1, 2024, the parties hereto entered into a Master SaaS and Services Agreement (the "Agreement") in which the term of the Agreement expires on November 30, 2025 and 216 users were authorized for services and compensation for services provided was a not-to-exceed amount of $75,600; and

WHEREAS, during the FY 2025/2026 budget cycle, additional funding was approved and appropriated for the provision of additional services under the Agreement; and

WHEREAS, the parties hereto now desire to amend the Agreement to extend the term to November 30, 2026 and to increase the compensation to a not-to-exceed amount of $151,200.

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 TERMINATION.** The term of the Agreement is hereby extended to November 4, 2026. Any further extensions shall be agreed to by the parties and shall be approved by the City Council through a written amendment.

2. **FEES & PAYMENT.** The compensation is hereby amended and increased to a total not-to-exceed amount of $151,200.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 19th day of August, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

James A. Light, Mayor

SHARP PERFORMANCE INC.,
a Delaware corporation

Signed by:
59CD70C45A1E49C...

By: Benjamin Curley
Name:
Title: CEO/President

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney



Master SaaS and Services Agreement

This Master SaaS and Services Agreement (this "**Agreement**") is entered into effective this **_1_ day of _December_, _2024_, until _30_ of _November_, _2025_** by and between Sharp Performance Inc., a Delaware corporation ("**Sharp Performance**") with a place of business at 175 Varick St. C/O Columbia Startup Lab, New York, NY. 10014, and the City of Redondo Beach **__City of Redondo Beach__** ("**Customer**"). Sharp Performance and Customer are sometimes referred to herein jointly as the "Parties" or singularly as a "Party."

RECITALS:

WHEREAS, Customer desires to obtain access to the Services (as defined below) with respect to certain of its information technology needs, and Sharp Performance desires to provide the Services to Customer, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES.

1.1 Purpose. This Agreement sets forth the terms and conditions under which Sharp Performance agrees to provide (i) certain hosted "software as a service" (the "**Subscription Services**") for certain software applications (each such application together with any applicable documentation thereto, and programming and user interfaces therefor, a "**Platform**") to Authorized Users, as further set forth and described on each order form (the "**Order Form**") attached hereto as Schedule A, and (ii) if applicable, all other implementation services, customization, integration, data import and export, monitoring, technical support, maintenance, training, backup and recovery, and change management (collectively the "**Professional Services**", and together with the Subscription Services, referred to herein as the "**Services**") related to Customer's access to, and use of, such Subscription Services and each Platform, as further set forth and described on each statement of services (the "**Statement of Work**") attached hereto as Schedule B, issued hereunder (Order Forms and Statements of Professional Services are sometimes referred to jointly as a "Statement of Services").

1.2 The Services; Access and Use License. Subject to the terms and conditions of this Agreement, during the Term, Sharp Performance shall use commercially reasonable efforts to provide (i) Customer and Authorized Users access to each Platform, and (ii) Customer the Professional Services. Subject to the terms and conditions of this Agreement, during the Term, Sharp Performance hereby grants Customer and Authorized Users a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 16 herein), worldwide license to access and use each Platform, solely for internal business purposes in connection with Customer's use of the Services as set forth herein.

1.3 Subscription Services. Each applicable Order Form shall specify and further describe the Subscription Services to be provided in accordance with the representations and warranties set forth herein, and shall identify, each applicable Platform, user limitations, fees, subscription term and other

applicable terms and conditions.

1.4 Professional Services**.** Each applicable Statement of Work shall specify and further describe the Professional Services to be provided in accordance with the representations and warranties set forth herein, and may, but need not, include, the Professional Services offered, limitations, milestones, fees, term and other applicable terms and conditions.

1.5 Changes to Platform. Sharp Performance may, in its sole discretion, make any changes to any Platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Sharp Performance's products or services to its customers, (b) the competitive strength of, or market for, Sharp Performance's products or services, (c) such Platform's cost efficiency or performance, or (ii) to comply with applicable law.

2. PLATFORM ACCESS AND AUTHORIZED USER

2.1 Administrative Users. During the configuration and set-up process for each Platform, Customer will identify an administrative user name and password for Customer's Sharp Performance account. Sharp Performance reserves the right to refuse registration of, or cancel user names and passwords it deems inappropriate.

2.2 Authorized Users. Customer may allow such number of Customer's employees and/or independent contractors as is indicated on an Order Form to use the applicable Platform on behalf of Customer as "**Customer Users**." Additionally, if applicable to a Platform, Customer may allow such number of (i) designees ("**Vendor Users**", and together with Customer Users, "**Authorized Users**") and, (ii) subject to Sharp Performance's then-current Vendor Terms of Use, its vendors ("**Vendors**") as is indicated on an Order Form, and their personnel, to access each Platform in connection with such Vendor's activity with Customer through such Platform. Authorized User subscriptions are for designated Authorized Users and cannot be shared or used by more than one Authorized User, but may be reassigned to a new Authorized User replacing former Authorized Users who no longer require ongoing use of the applicable Platform.

2.3 Authorized User Conditions to Use. As a condition to access and use of a Platform (i) each Authorized User shall agree to abide by the terms of Sharp Performance's end-user terms of use which it may adopt from time to time, (ii) Customer Users shall agree to abide by the terms of this Agreement, and (iii) Vendor Users shall agree to abide by the terms of the then-current Sharp Performance Vendor Terms of Service applicable to such Platform, and, in each case, Customer shall ensure such compliance. Customer shall immediately notify Sharp Performance of any violation of the terms of any of the foregoing by any Authorized User upon becoming aware of such violation, and shall be liable for any breach of the foregoing agreements by any Authorized User as provided herein.

2.4 Account Responsibility. Customer will be responsible for (i) all uses of any account that Customer has access to, whether or not Customer has authorized the particular use or user, and regardless of Customer's knowledge of such use, and (ii) securing its Sharp Performance account, passwords (including but not limited to administrative and user passwords) and files. Sharp Performance is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords.

2.5 Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or

Platform, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Platform; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Platform; (v) use the Services or Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, or (vi) input, upload, transmit, or otherwise provide any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code.

2.6 Reservation of Rights. Sharp Performance reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the intellectual property of Sharp Performance.

3. ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES

3.1 Software Restrictions. Customer will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to a Platform or any software, documentation or data related to a Platform ("**Software**"); (ii) modify, translate, or create derivative works based on a Platform or any Software; (iii) use a Platform or any Software for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any Software or a Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Software or Platform. For the avoidance of doubt, Software and the Services, including all user-visible aspects of the Services, are the Confidential Information of Sharp Performance, and Customer will comply with Section 4 with respect thereto.

3.2 Customer Compliance. Customer shall use, and will ensure that all Authorized Users use, each Platform, Software, and the Services in full compliance with this Agreement, Periscope's end-user terms of use and all applicable laws and regulations. Customer represents and warrants that it (i) has accessed and reviewed any terms of use or other policies relating to a Platform provided by Sharp Performance, (ii) understands the requirements thereof, and (iii) agrees to comply therewith. Sharp Performance may suspend Customer's account and access to each Platform and performance of the Services at any time and without notice if Sharp Performance believes that Customer is in violation of this Agreement. Although Sharp Performance has no obligation to monitor Customer's use of a Platform, Sharp Performance may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing.

3.3 Cooperation. Customer shall provide all reasonable cooperation and assistance as Sharp Performance may reasonably request to enable Sharp Performance to exercise its rights and perform its obligations under, and in connection with, this Agreement. Customer, at its discretion, may provide Sharp Performance with such access to Customer's premises and its information technology infrastructure, as is necessary for Sharp Performance to perform the Services in accordance with this Agreement.

3.4 Training and Education. Customer shall use commercially reasonable efforts to cause Customer Users to be, at all times, educated and trained in the proper use and operation each Platform such Customer Users utilize, and to ensure that each Platform is used in accordance with applicable

manuals, instructions, specifications and documentation provided by Sharp Performance from time to time.

3.5 Customer Systems. Customer shall be responsible for obtaining and maintaining—both the functionality and security of—any equipment and ancillary services needed to connect to, access or otherwise use each Platform, including modems, hardware, servers, software, operating systems, networking, web servers and the like.

3.6 Restrictions on Export. Customer may not remove or export from the United States or allow the export or re- export of the Software or anything related to a Platform, Software or Services, or any direct product thereof in violation of any restrictions, laws or regulations of any United States or foreign agency or authority.

4. **CONFIDENTIALITY**.

4.1 Confidential Information. Each Party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has been, and may be, exposed to or acquired business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Confidential Information**"). Confidential Information of Sharp Performance includes non-public information regarding features, functionality and performance of each Platform and Software. Confidential Information of Customer includes non-public data provided by Customer to Sharp Performance to enable the provision of access to, and use of, the Services as well as all content, data and information recorded and stored by each Platform for Customer ("**Customer Data**"), but explicitly excludes Vendor Information (defined below). The terms and conditions of this Agreement, including all pricing and related metrics, are Sharp Performance's Confidential Information.

4.2 Exceptions. Notwithstanding anything to the contrary contained herein, Confidential Information shall not include any information that the Receiving Party can document (i) is or becomes generally available to the public, (ii) was in its possession or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party.

4.3 Non-use and Non-disclosure. With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality and prevent the unauthorized use or disclosure of such Confidential Information it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such Confidential Information in strict confidence and not use, sell, copy, transfer reproduce, or divulge such Confidential Information to any third party, (iii) not use such Confidential Information for any purposes whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

4.4 Compelled Disclosure. Notwithstanding Section 4.3, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent necessary to comply with a court order or applicable law; provided, however that the Receiving Party delivers reasonable advance notice of such disclosure to the Disclosing Party and uses reasonable efforts to secure confidential treatment of such Confidential Information, in whole or in part.

4.5 Remedies for Breach of Obligation of Confidentiality. The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by

recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

5. PROPRIETARY RIGHTS

5.1 Ownership. Customer shall own all right, title and interest in and to the Customer Data. Sharp Performance shall own and retain all right, title and interest in and to (i) each Platform, Software and the Services and all improvements, enhancements or modifications thereto, (ii) any software, applications, inventions or other technology developed in connection with the Services, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing (collectively, "**Services IP**"). To the extent Customer acquires any right, title or interest in any Services IP, Customer hereby assigns all of its right, title and interest in such Services IP to Sharp Performance.

5.2 No Other Rights. No rights or licenses are granted except as expressly set forth herein.

6. FEES & PAYMENT

6.1 Fees. Customer shall pay Sharp Performance the then-applicable fees described in an Order Form or Statement of Work, as applicable, in accordance with the terms set forth therein ("**Fees**"), including, for the avoidance of doubt, any fees incurred through Customer's use of a Platform exceeding a services capacity parameter specified on an Order Form.

6.2 Renewal Fees. Upon the commencement of each Renewal Term, (i) Customer shall be liable to Sharp Performance for payment of a Renewal Fee. Customer hereby consents to Sharp Performance charging any such Renewal Fee to the credit card, or other payment method, associated with Customer's account without need to provide any further notice or receive any further consent. Each "**Renewal Fee**" shall equal the Service Fee or Renewal Fee, as applicable, due to Sharp Performance during previous term as may be increased in Sharp Performance's sole discretion by a percentage up to the Fee Increase Percentage specified on the applicable Order Form; provided, if the Initial Term was greater than one (1) year, for purposes of calculating the initial Renewal Fee the Service Fee shall be prorated to one (1) year. Notwithstanding the foregoing, if Customer is not liable to Sharp Performance for a Service Fee under an Order Form, no Renewal Fees shall be charged to Customer with respect to such Order Form.

6.3 Payment. Sharp Performance may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Sharp Performance sixty (60) days after the mailing date of the invoice (unless otherwise specified on the applicable Order Form). In addition to any other remedies available, Sharp Performance may suspend Services in the event of payment delinquency.

6.4 Payment Disputes. If Customer believes that Sharp Performance has billed Customer incorrectly, Customer must contact Sharp Performance no later than thirty (30) days after the closing date on the first billing statement in which the alleged error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Sharp Performance's customer support department or the applicable Account Manager.

6.5 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Sharp Performance's income.

6.6 No Deductions or Setoffs. All amounts payable to Sharp Performance hereunder shall be paid by Customer to Sharp Performance in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall remain in effect until its termination as provided below (the "**Term**"). The term of each Statement of Services shall begin on the applicable "Services Effective Date" and continue for the "Service Term," in each case as specified in such Statement of Services. Each Order Form may be renewed by mutual Amendment to this Agreement for one (1) year periods if the Service Term is equal to or greater than one (1) year, or (ii) periods equal to the Service Term if the Service Term is less than one (1) year (each, a "**Renewal Term**"), provided that a written notice of intent to renew is received by the other Party at least thirty (30) days prior to the expiration of the then-current term of the Agreement.

7.2 Termination. Sharp Performance may terminate this Agreement upon written notice to Customer if no Statement of Services is in effect. In addition to any other remedies it may have, either party may also terminate this Agreement upon written notice if the other party fails to pay any amount when due or otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days or as agreed upon by both parties after receipt of written notice of such breach from the non-breaching party. Notwithstanding the foregoing, if Customer is a state agency or a political subdivision of a state, or a federal agency or a political subdivision of the federal government, Customer may terminate this Agreement at any time (i) for convenience upon ninety (90) days' written notice to Sharp Performance, or (ii) if adequate funds to pay Sharp Performance all fees owed hereunder are not appropriated to such Customer during the Term, unless otherwise authorized by law; provided, it is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience, substation for another procurement system or solution, or to circumvent the requirements of this Agreement in any way. Sharp Performance reserves the right to terminate this contract in the event of a merger, reorganization, consolidation, sale of assets, bankruptcy, and dissolution.

7.3 Effect of Termination. Upon termination of the Agreement, each outstanding Statement of Services, if any, shall terminate and Customer shall immediately cease all use of, and all access to, the Subscription Services and Sharp Performance shall immediately cease providing the Professional Services. If (i) Sharp Performance terminates this Agreement pursuant to the second sentence of Section 7.2, or (ii) Customer terminates this Agreement pursuant to clause (i) of the last sentence of Section 7.2, all Fees that would have become payable had each outstanding Statement of Service remained in effect until expiration of its current term will become immediately due and payable.

7.4 Survival. Sections [3.1, 4–6, 7.2, 7.4, and 9–17] shall survive any termination or expiration of this Agreement. All other rights and obligations shall be of no further force or effect.

8. WARRANTY AND DISCLAIMER

8.1 Warranties. Sharp Performance represents and warrants that it will perform the

Professional Services in a professional and workmanlike manner. Each party represents and warrants that it has the legal power to enter into this Agreement. Additionally, Customer warrants that (i) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by a Platform and the Services; (ii) the provision and use of Customer Data as contemplated by this Agreement and each Platform and the Services does not and shall not violate any Customer's privacy policy, terms-of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to; and (iii) no Customer Data will include social security numbers or other government- issued identification numbers, financial account numbers, credit card or debit card numbers, credit report information or other personal financial information, health or medical information or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Fair Credit Reporting Act, the Children's Online Privacy Protection Act and the Gramm-Leach-Bliley Act.

8.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF SERVICE, SHARP PERFORMANCE DOES NOT WARRANT THAT ACCESS TO THE PLATFORMS, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES SHARP PERFORMANCE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. FURTHER, SHARP PERFORMANCE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING A PLATFORM, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN SHARP PERFORMANCE AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE PLATFORMS, SOFTWARE AND SERVICES ARE PROVIDED "AS IS," AND SHARP PERFORMANCE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. **INDEMNITY**.

9.1 Sharp Performance Indemnification. To the maximum extent permitted by law, Sharp Performance hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless Customer, 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 intellectual property infringement, 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 Sharp Performance's Services (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 Customer. Sharp Performance's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Sharp Performance 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.

9.2 Customer Indemnification. Customer shall indemnify, hold harmless, and, at Sharp

Performance's option, defend Sharp Performance from and against any damages, losses, liabilities, costs and fees (including reasonable attorney's fees) incurred by Sharp Performance resulting from any third-party claim, suit, action, or proceeding that is based on Customer's or any Authorized User's (i) use of the Services in a manner not authorized by this Agreement; (ii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Sharp Performance or authorized by Sharp Performance in writing; or (iii) modifications to the Services not made by Sharp Performance. This section sets forth Customer's sole obligation and liability and Sharp Performance's exclusive remedy with respect to any actions or losses described herein

9.3 Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND SHARP PERFORMANCE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9.4 Insurance. Sharp Performance shall comply with the insurance 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.

10. **GOVERNING LAW AND DISPUTE RESOLUTION**. This Agreement is governed in all respects by the laws of the State of California, without giving effect to its rules relating to conflict of laws. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in the Superior Court for the County of Los Angeles or the United States District Court for the Central District of California. Neither any adoption of the Uniform Computer Information Transactions Act nor the U.N. Convention on the International Sale of Goods applies to this Agreement or to the rights or duties of the parties under this Agreement. Any dispute arising out of or relating to this Agreement, or its subject matter, shall be resolved exclusively by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Either party may send a notice to the other party of its intention to file a case with the AAA under this Section ("Arbitration Notice"). The arbitration will be conducted in California by a single arbitrator knowledgeable in government contracting matters and the commercial aspect of "software as a service" arrangements and intellectual property. The parties will mutually appoint an arbitrator within thirty (30) days of the Arbitration Notice. If the parties are unable to agree on an arbitrator, then the AAA will appoint an arbitrator who meets the foregoing knowledge requirements. The arbitration hearing will commence within sixty (60) days after the appointment of the arbitrator and the hearing will be completed and an award rendered in writing within sixty (60) days after the commencement of the hearing. Prior to the hearing, each party will have the right to take up to four (4) evidentiary depositions, and exchange two (2) sets of document production requests and two sets, each, of not more than ten (10) interrogatories. The arbitrator will provide detailed written explanations to the parties to support their aware and regardless of outcome, each party shall pay its own costs and expenses (including attorneys' fees) associated with the arbitration proceeding and fifty percent (50%) of the fees of the arbitrator and the AAA. The arbitration award will be final and binding and may be enforced in any court of competent jurisdiction.

11. **SECURITY**. Sharp Performance may, from time to time, host and/or maintain a Platform using a third-party technology service provider. Customer acknowledges that Sharp Performance cannot offer any additional or modified procedures other than those put in place by such technology provider with respect to such technology service.

12. **PUBLICITY**. Notwithstanding anything herein to the contrary, Customer acknowledges that Sharp Performance may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing and to third parties for purposes of due diligence.

13. **NOTICES**. All notices, consents, and other communications between the Parties under or regarding this Agreement must be in writing (which includes email and facsimile) and be addressed according to information provided on an Order Form. All notices, consents and other communications between the parties under a Statement of Services will be sent to the recipient's address specified thereon. All communications will be deemed to have been received on the date actually received. Either Party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

14. **FORCE MAJEURE**. Sharp Performance is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Customer or any Authorized User.

15. **ASSIGNMENT**. Neither party may assign this Agreement to any third party without the prior written consent of the other; provided that no consent is required in connection with an assignment to an affiliate or in connection with any merger, reorganization, consolidation, sale of assets or similar transaction. Sharp Performance may only sublicense any or all of its obligations hereunder with prior written consent of Customer. For the avoidance of doubt, a third-party technology provider that provides features or functionality in connection with a Platform shall not be deemed a sublicensee under this Agreement. This Agreement is binding upon and insures to the benefit of the Parties and their respective permitted successors and assigns.

16. GENERAL PROVISIONS. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement, together with Statement of Services entered into hereunder and all exhibits, schedules, annexes, and addenda hereto and thereto is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and neither party has authority of any kind to bind the other party in any respect whatsoever. In the event of a conflict between this Agreement and any Statement of Services, such Statement of Services shall prevail unless otherwise expressly indicated in this Agreement or such Statement of Services. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words "hereof," "hereby," "herein," "hereto," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or paragraph of this Agreement; (ii) the words "include," "includes" or "including" are deemed to be followed by the words "without limitation;" (iii) references to a "Section" or "Exhibit" are references to a section of, or exhibit to this Agreement; and (iv) derivative forms of defined terms will have correlative meanings. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and date first above written.

SHARP PERFORMANCE, INC.

By: Signed by: 59CD70C45A1E49C... _____

Name: Benjamin Curley

Title: CEO/President

CITY OF REDONDO BEACH

By: DocuSigned by: 6BC0853B8F644F1... _____

Name: James A. Light

Title: Mayor

ATTEST:

DocuSigned by: Eleanor Manzano 72F2AC716C214CF...

_____

Eleanor Manzano, City Clerk

12/4/2024 | 4:56 PM PST

APPROVED AS TO FORM:

DocuSigned by: Michael W. Webb 669049EDE03D402...

_____

Michael W. Webb, City Attorney

APPROVED:

DocuSigned by: Diane Strickfaden ABED8CF35EEF48C...

_____

Diane Strickfaden, Risk Manager



Sharp Performance Inc.
2659 State St #100,
Carlsbad, CA 92008
andrew@sharpperformance.tech, ben@sharpperformance.tech

Schedule A

Order Form

Customer: City of Redondo Beach

Product: Subscription Services, Professional Services: unlimited access to Sharp coaches and chaplains, Sharp self-paced exercises and training, and partnership with Sharp to develop a customized resource directory.

Authorized Users:

Police Department: ~150 users; ~100 sworn, ~50 civilians

Fire Department: ~66 users; ~64 sworn, ~2 civilians

Dates: Services Effective Date: TBD

Service Term: 1 year from Contract date

Payment: Due upon delivery

Total Price: $75,600
Total Discount: 30%

Year 1
Police Department Annual Contract Value: $75,000
Discount: ~33% with free civilians
Price per User: $500/sworn
Total Year 1 Cost: $50,000

Fire Department Annual Contract Value: $33,000
Discount: ~20% with free civilians
Price per User: $400/sworn
Total Year 1 Cost: $25,600



Sharp Performance Inc.
2659 State St #100,
Carlsbad, CA 92008
andrew@sharpperformance.tech, ben@sharpperformance.tech

Schedule B

Statement of Services

Customer: _City of Redondo Beach_

Subscription Services: Unlimited access to application and all features within for authorized users (see Schedule A Order Form), and ongoing platform upgrades throughout the term of the contract.

Sharp Performance Mobile-App Features

1. **Mental Performance Coaching.** Connect with Sharp Performance's roster of highly-trained performance coaches. Each coach has been specially trained to work with high-risk professionals and help them reach their full potential on the job and at home. Work with coaches often focuses on goal-setting and accountability. Users have unlimited access to coaches.

2. **Self-Paced Training Modules.** Access hundreds of mobile-based training exercises, adapted from training protocols originally developed for the U.S. Military's Special Operations teams. These 2 to 10-minute exercises are designed specifically for high-risk professions and have demonstrated significant improvements in focus, stress endurance, and psychological flexibility.

3. **Resource Directory.** Access a customized directory of health and wellness resources that is designed in close collaboration with your agency. The directory includes, but is not limited to, internal mental health services, chaplains, health incentives, national hotlines, and commercial partnerships exclusive to Sharp Performance.

Professional Services:

1. **In-person onboarding with the Sharp team.** Sharp leadership will travel to the agency and work directly with personnel to maximize engagement with the platform. Sharp will consult with agency leadership and determine the most effective way to provide services to the highest number of personnel possible including. Services include, but are not limited to, a platform overview, personalized performance strategies, 1-on-1 coach matching consultations, and testimonials from coaches and existing users.

2. **Anonymized utilization reports.** Share anonymized data on utilization and user satisfaction with Department Leadership and/or program point-of-contact on a quarterly basis.

3. **Technical support.** On-demand customer support.

Sharp Performance Inc. will not charge the customer for travel associated with In-person training overview, onboarding, and Q&A.

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: $2,000,000 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.

EMBROKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2024

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

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

PRODUCER	CONTACT NAME:	Julie Noonan	
Embroker Insurance Services LLC 5214F Diamond Heights Blvd.⊠Unit #1261 San Francisco, CA, 94131	PHONE (A/C, No, Ext):	(844) 436-2765	FAX (A/C, No):
	E-MAIL ADDRESS:	certificates@embroker.com	

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	HARTFORD UNDERWRITERS INS CO	30104
INSURER B :	HARTFORD ACCID & IND CO	22357
INSURER C :	STATE NATL INS CO INC	12831
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Sharp Performance Inc
175 Varick St
C/o Columbia Startup Lab
Manhattan New York, NY, 10014

COVERAGES **CERTIFICATE NUMBER:** 59bf0af4-6ab9-11ef-b08c-d7f4513bb6d3 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	57SBMBD6V90	02/14/2024	02/14/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	57SBMBD6V90	02/14/2024	02/14/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		57WECBD6V9B	02/14/2024	02/14/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Tech EO Cyber Liability			EHJADM00911437	03/20/2024	03/20/2025	Aggregate	2,000,000

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

Redondo Beach Police Department is included as an Additional Insured on the General Liability and Auto Liability policies as per written contract.
A Waiver of Subrogation applies to the Additional Insured with respect to the General Liability and Auto Liability policies as per written contract.
Redondo Beach Police Department is included as an Additional Insured on a primary non-contributory basis on the General Liability and Auto Liability policies as per written contract.

CERTIFICATE HOLDER

Redondo Beach Police Department
401 Diamond St
Redondo Beach, CA, 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/09/2025

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	CONTACT NAME: Julie Noonan
Embroker Insurance Services LLC 5214F Diamond Heights Blvd. Unit #1261 San Francisco CA 94131	PHONE (A/C, No, Ext): (844) 436-2765 FAX (A/C, No): E-MAIL ADDRESS: certificates@embroker.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HARTFORD UNDERWRITERS INS CO	30104
INSURER B : HARTFORD CAS INS CO	29424
INSURER C : Hartford Accident and Indemnity Company	22357
INSURER D : United Specialty Insurance Company	12537
INSURER E : STATE NATL INS CO INC	12831
INSURER F :	

INSURED
Sharp Performance Inc
2659 State St #100
Carlsbad CA 92008

COVERAGES **CERTIFICATE NUMBER:** 6cc26e60-5ce5-11f0-830 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	57SBMBK8L6Y	09/27/2024	09/27/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	57SBMBK8L6Y	09/27/2024	09/27/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		57WECBD6V9B	02/14/2025	02/14/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Auto Liability			57UECBF1401	11/07/2024	09/07/2025	Aggregate	1,000,000
D	Professional Liability			GCT114379501	01/27/2025	01/27/2026	Aggregate	1,000,000
E	Tech E&O/Cyber Liability			EHJADM00911437	03/20/2025	03/20/2026	Aggregate	2,000,000

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

Redondo Beach Police Department is included as an Additional Insured on the General Liability and Auto Liability policies as per written contract.

A Waiver of Subrogation applies to the Additional Insured with respect to the General Liability and Auto Liability policies as per written contract.

Redondo Beach Police Department is included as an Additional Insured on a primary non-contributory basis on the General Liability and Auto Liability policies as per written contract.

CERTIFICATE HOLDER

Redondo Beach Police Department
401 Diamond Street
Redondo Beach CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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aUUBMUUUUUWDzUDXZ/AUB

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

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Administrative Report

H.14., **File #** 25-0930 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: ELIZABETH HAUSE, COMMUNITY SERVICE DIRECTOR

TITLE

APPROVE A TRANSIT SERVICE OPERATION AGREEMENT WITH THE CITY OF MANHATTAN BEACH TO PROVIDE OPERATION OF BEACH CITIES TRANSIT LINE 109 FOR A ONE-YEAR PERIOD, FROM JULY 1, 2025 THROUGH JUNE 30, 2026, FOR A FEE OF $25,326

APPROVE A TRANSIT SERVICE OPERATION AGREEMENT WITH THE CITY OF EL SEGUNDO TO PROVIDE OPERATION OF BEACH CITIES TRANSIT LINE 109 FOR A ONE-YEAR PERIOD, FROM JULY 1, 2025 THROUGH JUNE 30, 2026, FOR A FEE OF $60,132

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-063, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2025-26 BUDGET MODIFICATION TO ALLOCATE $25,326 FROM THE CITY OF MANHATTAN BEACH FOR BEACH CITIES TRANSIT LINE 109 COST SHARING TO TRANSIT FUNDS

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-062, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2025-26 BUDGET MODIFICATION TO ALLOCATE $60,132 FROM THE CITY OF EL SEGUNDO FOR BEACH CITIES TRANSIT LINE 109 COST SHARING TO TRANSIT FUNDS

EXECUTIVE SUMMARY

The Transit Division provides regional bus service through Beach Cities Transit (BCT) Line 109, connecting several cities from Redondo Beach to LAX. To support the operational costs of the line, which runs through Hermosa Beach, Manhattan Beach, and El Segundo (BCT Partner Cities), the City maintains agreements with each BCT Partner City. During the pandemic, COVID-19 relief funds provided enough supplemental funding that allowed the continuity of line 109 without contribution from any BCT Partner City. With that funding no longer available, cost-sharing with partner cities must resume. The cities of El Segundo and Manhattan Beach have approved one-year funding agreements totaling $85,458, while discussions with Hermosa Beach are still ongoing. Staff recommends City Council approve the proposed Agreements with the cities of Manhattan Beach and El Segundo to maintain Line 109 operations, and approve the associated Resolutions to appropriate the funding to offset City expenditures for BCT Line 109 in the Transit Fund. Staff will return with the proposed Hermosa Beach cost-sharing Agreement when it is ready for Council consideration.

BACKGROUND

The Transit Division of the Community Services Department provides a variety of transit services to

the City of Redondo Beach as well as neighboring cities. BCT Line 109, the longest route within the BCT system, runs from Riviera Village to the LAX/Metro Transit Center, serving Redondo Beach, Hermosa Beach, Manhattan Beach, El Segundo, and LAX. In 2006, the City of Redondo Beach executed Transit Service Operation Agreements with the BCT Partner Cities to offset the cost of operating BCT Line 109. This supplemental funding was necessary to ensure continuity of service and support operating expenses incurred by the transit operations contractor, fuel costs, and Real-Time Information (RTI). Subsequent agreements have been executed with all BCT Partner Cities since 2006. The BCT Partners were informed of the estimates through the BCT Line 109 Cost Sharing Proposal.

The City of Redondo Beach has been the recipient of funding offsets from BCT Partner Cities since the creation of Line 109, excluding fiscal years FY 2019-20 through FY 2024-25. During that time, the City of Redondo Beach received dedicated COVID-19 relief funds that helped offset funding shortfalls for the operation of Line 109, resulting in the BCT Partner Cities receiving Line 109 services free of charge. However, COVID-19 relief funding is no longer available. Further, a 10% decrease in anticipated Metro funds in the upcoming fiscal year, coupled with rising costs for the operation of Line 109, have resulted in the need to resume cost sharing with partner agencies. Staff has communicated with representatives from each agency and has been successful in negotiating agreements with the Cities of El Segundo and Manhattan Beach. Staff continues its discussions with the City of Hermosa Beach and is hopeful an agreement will be reached in the near future.

Offset Calculation

The proposed cost-sharing amounts were calculated based on historical agreements with each agency, which considered the percentage of revenue service miles that BCT Line 109 travels through each city. These percentages were then applied to the estimated $620,785 funding gap. If approved, these offsets would provide the necessary funding to maintain service levels for each city in FY 2025-26. In the future, additional adjustments are necessary to ensure sufficient funding is available to maintain the current service levels for BCT Line 109. All funding collected will be applied directly to the BCT Line 109 operational expenses account.

The annual estimated cost for operation of BCT Line 109 for FY 2025-26 is reflected in the following table:

Estimated Expenditures 2025-2026

Estimated Line 109 Costs	**Estimated Transit Funding**	
Operations $2,102,803 Fuel	Formula All (FAP)	$1,626,847
$252,329 RTI Capital/Ops	Fare Revenues	$130,000
$22,500 **Total Estimated Cost**	**Total Estimated Revenues**	**$1,756,847**
$2,377,632	*Net Shortfall*	*$620,785*

Historically, funding contribution requests have increased year-over-year at an average of 10%; however, for FY 2025-26, BCT Partner Cities were asked to contribute based on a 15% year-over-year increase from their last contribution in FY 2018-19. This approach sought to capture the increase in the Consumer Price Index along with increases in the Transit Operator contract costs, which is a separate service agreement held by the City ensuring comprehensive management and operation of bus services for the Transit Division. Included below is an overview of historical offset

funding provided by the BCT Partner Cities. BCT will utilize Prop A Local Return to cover the remaining costs after the BCT Partner Cities contributions.

Cost Sharing History Chart

City	**Route Service Mile Allocation%**	FY 2018-19 **Actual**	FY 2019-20 through FY2024-2025 **Actual**	FY 2025-26 **Projected**
Redondo Beach	34.95%	$20,791	$0	$55,304
Hermosa Beach	10.89%	$6,460	$0	$17,183
Manhattan Beach	16.05%	$9,521	$0	$25,326
El Segundo	38.11%	$22,606	$0	$60,132
Total Contribution	100%	$59,378	$0	$157,947
Prop A Local Return				$462,838
Line 109 Total Gap				$620,785

El Segundo
The City of El Segundo approved the proposed Agreement on June 17, 2025 to provide their proportionate share of $60,132 for Line 109 services, with a term running from July 1, 2025 to June 30, 2026.

Manhattan Beach
The City of Manhattan Beach approved the proposed Agreement for BCT Line 109 services on June 18, 2025, at a cost of $25,326, with a term running from July 1, 2025 to June 30, 2026.

City staff provides the cities of Hermosa Beach, Manhattan Beach, and El Segundo with service information and collaborates on operations, promotions, and marketing, and also provides updates regarding transit issues, when necessary. Staff continues to coordinate the distribution of BCT bus schedules at city halls, libraries, Chambers of Commerce, and employment centers in Redondo Beach, Hermosa Beach, Manhattan Beach, and El Segundo. Staff also provides ongoing assistance to ensure current BCT schedule information is posted to each city's website and any available social media pages. Staff will continue to monitor BCT Line 109 expenses to confirm that cost-sharing among partner cities remains aligned with the established Agreement.

Staff recommends City Council: approve the Transit Service Operations Agreement with the City of Manhattan Beach for $25,326; approve the Transit Service Operations Agreement with the City of El Segundo for $60,132; and, approve attached Resolutions to appropriate funding from both agencies to Transit Fund BCT Line 109 account

COORDINATION

Staff from the Transit Division coordinated with the City Attorney's Office and the cities of Manhattan Beach and El Segundo on the development of the Transit Service Operation Agreements, which have been approved as to form by the City Attorney's Office.

FISCAL IMPACT

As illustrated above, contributions from partner cities account for a small portion of the overall cost of BCT Line 109 services. The total annual cost of the Line is $2,377,632 and is primarily funded by transportation restricted formula FAP and Proposition A Local Return funds. The funds provided by Manhattan Beach and El Segundo will be appropriated into the Transit Operations account to cover each cities' pro-rata share of Line 109 expenses.

FUNDING SOURCE		**EXPENSES**	
Manhattan Beach	$25,326	BCT Line 109	
El Segundo	$60,132	Proportional Share	$85,458
TOTAL	$85,458	**TOTAL**	$85,458

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- FY 2025-26 BCT Cost Sharing Proposal
- Agmt - Transit Service Operations Agreement with the City of Manhattan Beach
- Agmt -Transit Service Operations Agreement with the City of El Segundo
- Reso - No. CC-2508-063 Authorizing a FY 2025-26 Budget Modification to Allocate $25,326 from the City of Manhattan Beach for Cost Sharing for Beach Cities Transit Line 109
- Reso - No. CC-2508-062 Authorizing a FY 2025-26 Budget Modification to Allocate $60,132 from the City of El Segundo Beach for Cost Sharing for Beach Cities Transit Line 109

BCT Line 109
Cost Sharing Proposal: Fiscal Year 2025-2026

April 2025

Beach Cities Transit (BCT) operates Line 109 route with agency partners, including Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo. The partner agencies have shared operating costs for Line 109.

Since FY 2019-20, BCT Line 109 operations have been fully-funded by the City's annual Transit Formula Procedure funding (FAP) allocations and Proposition A Local Return Funds. Cost sharing funds were not needed from the partner Cities for FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 and FY 2024-25.

Service Overview

BCT transit ridership continues to be in recovery, and BCT is approximately 80% of pre-COVID-19 pandemic levels, consistent with regional and national transit providers. Other transit enhancements such as the Real-Time Information (Google Maps, Transit App, Moovit, etc.) and TAP cards continue to give passengers a seamless ride on BCT and other regional transit systems.

Updates

1. The City of Redondo Beach has onboarded a new Transit Manager and Transit Analyst, and is in the process of recruiting a Senior Management Analyst. These additions will enhance our capacity to manage and execute transit projects while maintaining BCT operations.
2. The transit operations contract is being awarded and is expected to be announced in May 2025. The estimates provided are based on the new award contract.
3. BCT is looking forward to transitioning from the social media platform "X" to Instagram. This shift aims to improve communication and engagement with the community, which will support BCT goals by increasing public awareness and participation.
4. With the new LAX Metro Transit Center opening, Route 109 will have minor adjustments to the route near the transit center. Information to follow once confirmed.

Statistics

Actual Service Statistics History of BCT Line 109 Chart

	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Service Hours	18,881	17,351	20,285	20,292	20,307
Operating Cost	$1,262,133	$1,424,736	$1,683,783	$1,528,670	$1,840,266
Fare Revenues	$105,265	0	0	$61,952	$100,229
Passenger Trips	143,404	87,239	139,173	140,553	142,877

Transit Funding

Los Angeles Metro's annual Transit Formula Allocations Procedure program (FAP) to municipal transit operators is based on sales tax revenue receipts. Metro based Regional Funding estimates decrease for FY 2025-26 by 10% based on several economic forecasts.

Cost Sharing Allocation

The Cost Sharing Allocations are based on the percent of average route miles within each City. Redondo Beach will pay more than the other Cities' allocated percentage, in order to cover increased costs that exceed estimates. Since the pandemic, this year will be the first year City of Redondo Beach will ask our partner cities to contribute to the cost sharing allocation.

Estimates

Based on the preliminary FAP fund marks issued by Metro in March 2025, the City estimates FY 2025-26 BCT Line 109 operations will experience a shortfall of an estimated $620,785.

2025-2026 Estimated Expenditure

The expenses included in the cost sharing estimates for BCT Line 109 are the operating expenses incurred by the transit contractor, fuel expenses and Real-Time Information (RTI). The funding sources for these expenditures are based on the FAP and fare revenues.

Estimated Expenditures 2025-2026

Estimated Line 109 Costs		**Estimated Transit Funding**	
Operations	$2,102,803	Operation/RTI Funding FAP	$1,626,847
Fuel	$252,329	Fare Revenues	$130,000
RTI Capital/Ops	$22,500	Total Estimated Revenues	$1,756,847
Total EstimatedCost	**$2,377,632**	***Net Shortfall***	***$620,785***

Cost Estimates Fiscal Year 2025-2026

The total cost for FY 2025-26 is estimated at $2,377,632 for the operation of 20,307 projected annual service hours. Cost increases from the prior year are the result of increased fuel expenses, the transit contractor's annual operating increases, and real-time information system expenses. Since FY26 will be the first year asking partner cities to contribute to Line 109, the formula used to calculate the cost estimates is based on a 15% year-over-year increase from the last agreement paid to the City of Redondo Beach.

The chart below summarizes the cost breakdown by route miles allocated to each city using the total net shortfall multiplied by route miles.

City	Route Miles	FY26 Costs
Redondo Beach	34.95%	$216,964
Hermosa Beach	10.89%	$67,603
Manhattan Beach	16.05%	$99,636
El Segundo	38.11%	$236,581
Total	100%	$620,785

Redondo Beach will use the Prop A local return to cover 90% of the shortfall, effectively subsidizing the partner cities' expenses in the short term. Looking ahead, however, the current political climate introduces uncertainty regarding long-term funding. Therefore, to ensure the continued operation of Line 109, which is shared between Hermosa Beach, El Segundo, and Manhattan Beach, adjustments to the cost-sharing agreement will be necessary, and contributions from Beach Cities Transit's (BCT) partner cities will increase in subsequent years to cover ongoing operational costs.

Cost Estimates History Chart

City	Investment %	FY 2018-19 Actual	FY 2019-20 Actual	FY 2020-21* FY 2021-22* Actual	FY 2022-23** FY 2024-25** Actual	FY 2025-26** Projected
Redondo Beach	34.95%	$20,791	$0	$0	$0	$55,304
Hermosa Beach	10.89%	$6,460	$0	$0	$0	$17,183
Manhattan Beach	16.05%	$9,521	$0	$0	$0	$25,326
El Segundo	38.11%	$22,606	$0	$0	$0	$60,132
Total Contribution	100%	$59,378	$0	$0	$0	$157,947
Prop A Local Return						$462,838
Net Shortfall						$620,785

*COVID Pandemic Year

**Post-COVID Pandemic Year

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TRANSIT SERVICE OPERATION AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND THE CITY OF MANHATTAN BEACH

THIS TRANSIT SERVICE OPERATION AGREEMENT (this "Agreement") is entered into by and between the City of Redondo Beach ("Redondo Beach"), on behalf of Beach Cities Transit ("BCT"), which is a division of Redondo Beach, and the City of Manhattan Beach ("Manhattan Beach"). Redondo Beach and Manhattan Beach are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. WHEREAS, on July 1, 2006, Redondo Beach and Manhattan Beach entered into that certain Transit Service Operation Agreement ("First Agreement") to enable BCT Line 109 as described in Attachment A to take over public transportation services for the discontinued Los Angeles County Metropolitan Transportation Authority Line 439 for a two (2) year term.

B. WHEREAS, Redondo Beach and Manhattan Beach subsequently entered into agreements relating to Line 109 in 2008, 2010, 2011, 2012, 2013, 2015, 2016, 2017, and 2018 (the "2018 Agreement").

C. WHEREAS, the 2018 Agreement expired on June 30, 2019, and no new agreement was established for that year.

D. WHEREAS, Redondo Beach and Manhattan Beach entered into agreements relating to Line 109 in 2020, 2021, 2022, 2023, and 2024 (the "2024 Agreement") following this lapse.

E. WHEREAS, the 2024 Agreement expires on June 30, 2025, and the Parties desire to enter into a new agreement with the terms and conditions set forth below.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. TERM

This Agreement shall be effective as of July 1, 2025, and shall have a one (1) year term expiring on June 30, 2026. The Parties acknowledge that an agreement in similar form to this Agreement or an amendment may be negotiated for continued Line 109 service beyond June 30, 2026. In the event Manhattan Beach intends to renew this Agreement, Manhattan Beach shall notify Redondo Beach of its intent to renew at least 182 days prior to the expiration of this term.

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2. **SERVICE DESCRIPTION**

a. Redondo Beach shall engage a qualified transportation contractor to provide bus services to Line 109 consistent with the maps shown in Attachment A, which is attached hereto and by this reference incorporated herein ("Line 109" or the "Service").

b. Redondo Beach shall engage a qualified transportation contractor to provide bus services to Line 109 on the days of the week and service times, and at frequencies of service equal to or better than that which was operated by Redondo Beach immediately prior to the effective date of this Agreement. The service schedules for Line 109, as illustrated in Attachment B, are attached hereto and by this reference incorporated herein.

c. Redondo Beach may adjust the route and schedule of Line 109; however, any changes or reductions to the Service in excess of 10% of service hours shall be brought to Manhattan Beach in writing for review and comment prior to implementation.

d. Redondo Beach reserves its rights, at its sole discretion, to enter into contracts for Line 109 service with any other provider of its choice at any time without the approval of Manhattan Beach. Redondo Beach shall be responsible for any and all aspects of administration of the service contract, and shall assure that the contract includes provisions pertaining to insurance, age, maintenance and operation of vehicles, driver qualifications and other similar provisions typical of an agreement of that kind.

e. Redondo Beach shall base the percentage of cost for Line 109 on the route service mile calculations, as illustrated in Attachment C, which is attached hereto and by this reference incorporated herein.

3. PASSENGER FARES

Redondo Beach may charge fares for the Service consistent with its existing fixed-route service. Redondo Beach will accept interagency transfers with adjacent transit operators and participate in the EZ Pass Program. Redondo Beach shall retain all farebox revenues. BCT Line 109 passenger fare revenues shall be used to offset operation expenses.

4. **FUNDING**

a. For costs associated with the operation of Line 109, Manhattan Beach shall pay Redondo Beach in accordance with this Section. Manhattan Beach shall not pay Redondo Beach for capital costs related to Service Operating Expenses, as described more fully in subsection 4.B, nor shall Manhattan Beach provide equipment to operate the Service.

b. FY 2025-2026: Operations Funding from Manhattan Beach shall be $25,326 for fiscal year 2025-2026.

The Parties agree that, in the event this Agreement is extended or amended and Manhattan Beach agrees to provide operations funding, the amount of that funding will

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be derived from the percentage of cost for Line 109, which is based on the route service mile calculations illustrated in Attachment C.

c. Service Operating Expenses are incorporated in the service hour rates and include without limitation, driver wages, general administration and overhead, and maintenance costs. Real Time Information ("RTI") Systems Operating Expenses include without limitation, RTI Systems, passenger/administration interface programs, cellular and internet hosting of RTI services and report management programs.

d. Redondo Beach is responsible for all marketing and promotion of the service. Notwithstanding the foregoing, Manhattan Beach may advertise at its sole expense, but any reference to BCT must be approved in writing by Redondo Beach prior to such reference. Only the BCT logo may be used to advertise or market the service.

e. On a quarterly basis, BCT will meet with Manhattan Beach to develop additional marketing strategies directed towards increasing BCT Line 109 ridership. Manhattan Beach shall provide assistance for public outreach and information to target Manhattan Beach residents and non-resident community members.

5. **REPORTING/INVOICING**

a. Redondo Beach shall report to Manhattan Beach on a quarterly basis, all of the following data for the Line 109 Service:

i. Passengers carried

ii. Revenue hours operated

iii. Revenue miles operated

iv. Total operating costs, which includes Service Operating Expenses and RTI Systems Capital and Operating Expenses.

b. Redondo Beach shall submit said report to the Manhattan Beach City Manager in writing within forty-five (45) days after the end of each reporting quarter.

c. Redondo Beach shall submit quarterly reports to the Manhattan Beach City Manager.

d. Redondo Beach shall incorporate Line 109 data into its Federal Transit Administration's National Transit Data (NTD) annual report for the entire BCT fixed route transportation system. Redondo Beach shall provide to Manhattan Beach annual NTD random sampling data which provides the statistics to estimate the number of passengers boarding and alighting by stop in Manhattan Beach and the total estimated Manhattan Beach passengers. Redondo Beach shall be responsible for any and all aspects of administration of the service contract and shall include provisions pertaining to insurance.

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e. Manhattan Beach retains the right to audit the BCT's records of Line 109 Service and to periodically monitor the Service.

f. Redondo Beach shall schedule quarterly joint meetings with the partnering cities of El Segundo, Hermosa Beach, and Manhattan Beach. Redondo Beach will provide a quarterly update of Line 109 services and discuss coordinated marketing and public outreach efforts and operating and financing issues that affect BCT services.

6. **INSPECTION OF RECORDS**

BCT records relevant to this Agreement shall be available for inspection by Manhattan Beach at all reasonable times for a period of at least three (3) years or after the expiration date, whichever comes first.

7. **NON-DISCRIMINATION**

No person shall on the grounds of race, color, religion, national origin, ancestry, age, sex, gender, gender identity, gender expression, age, sexual orientation, marital status, genetic information, physical or mental disability, military or veteran status, or any other protected classification under applicable federal or state law, be excluded from participation in, or be subject to discrimination in the operation of the Line 109 Service.

8. **COORDINATION**

a. Redondo Beach shall coordinate its BCT services, to the extent practical, so that passengers transferring between transit operators will have minimal waiting times. This coordination will require transit agencies to communicate with each other as many weeks as possible in advance of any planned schedule change to the services that may affect passenger transfers.

b. The Manhattan Beach Project Manager for this project shall be the City Manager or designee. The BCT coordinator for this project shall be the Community Services Director or designee.

9. **WAIVER OF BREACH**

The waiver of each Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

10. **NOTICES**

a. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall be given as follows:

i. Personal Delivery. When personally delivered to the recipient, notice is effective on delivery.

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ii. First Class Mail. When mailed first class to the last address of the recipient known to the Party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

iii. Certified Mail. When mailed via certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

iv. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

v. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the Party giving notice, notice is effective upon receipt. Any notice given by fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice shall be as follows:

Beach Cities Transit:
City of Redondo Beach
Transit Manager
Attention: Line 109
415 Diamond Street
Redondo Beach, CA 90277
Fax Number: (310) 798-8273

Email: tyron.gunn@redondo.org

With a copy to:
City of Redondo Beach
The City Clerk's Office
415 Diamond Street
Redondo Beach, CA 90277-2836
Fax Number: (310) 374-0220

Email: cityclerk@redondo.org

City of Manhattan Beach:
City of Manhattan Beach
City Manager
Attention: Line 109
1400 Highland Avenue
Manhattan Beach, CA 90266-4795
Fax Number: (310) 802-5051

Email: tmirzakhanian@manhattanbeach.gov

With a copy to:
City Clerk
City of Manhattan Beach
1400 Highland Avenue

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Manhattan Beach, CA 90266-4795
Fax Number: (310) 802-5051

cityclerk@manhattanbeach.gov

b. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified, shall be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

c. Either Party may change its address, email, or fax number by giving the other Party written notice of the change.

11. **SEVERABILITY**

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

12. **INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of Manhattan Beach and Redondo Beach as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the subject matter hereof. This Agreement may not be modified or altered except by written amendment executed by both Parties.

13. **INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

14. **GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from this Agreement will be in Los Angeles County, California.

15. **COMPLIANCE WITH STATUTES AND REGULATIONS**

BCT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

16. **NON-LIABILITY OF CITIES**

No officer or employee of either city shall be personally liable to the other, in the event of any default or breach thereunder.

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17. **INDEMNIFICATION**

To the fullest extent permitted by law, each Party hereby agrees to defend, protect, indemnify and hold harmless the other Party, its elected and appointed officials, officers, employees, contractors, volunteers, agents, and members of boards and commissions from and against any and all loss, damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, and judgments, including reasonable attorney's fees, expert fees and costs of suit arising directly or indirectly from or in any manner related to or in connection with or caused by the performance or failure of the Party, its agents, contractors or employees to perform the services required of the Party under the terms of this Agreement.

18. **AUTHORITY**

Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to enter into and execute this Agreement on behalf of each respective Party.

SIGNATURES FOLLOW ON NEXT PAGE

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IN WITNESS WHEREOF, the Parties have executed this Agreement in Redondo Beach, California, as of this ____ day of _____, 2025.

CITY OF REDONDO BEACH

By: _____
James A. Light, Mayor

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

_____
Michael W. Webb, City Attorney

CITY OF MANHATTAN BEACH

By: Signed by: Talyn Mirzakhanian E8FEFD107389443... 6/18/2025
Talyn Mirzakhanian, City Manager

ATTEST:

DocuSigned by: Liza Tamura, City Clerk 975D2FFB9D8446B... 6/19/2025
Liza Tamura, City Clerk

APPROVED AS TO FORM:

DocuSigned by: Quinn M. Barrow, City Attorney C24C6E263545445... 6/18/2025
Quinn M. Barrow, City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by: Libby Bretthauer 116B18F3F0AC450... 6/16/2025
Libby Bretthauer, Acting Finance Director

APPROVED AS TO CONTENT:

Signed by: Michael Codron F7CFE0C288E5423... 6/13/2025
Michael Codron, Interim Community Development Director

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Attachment A: Line 109 Map



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Attachment B: BCT Line 109 Time Schedule

Line 109 Redondo Beach Riviera Village – LAX City Bus Center

NORTHBOUND Redondo Beach Riviera Village to LAX City Bus Center

SOUTHBOUND LAX City Bus Center to Redondo Beach Riviera Village

MONDAY THROUGH FRIDAY

7 Palos Verdes Bl & Via Valencia	8 Hermosa Ave & 10th St	9 Highland Ave & 14th St	10 Park Place at Douglas (1) (K)	11 Main St & Holly Ave	12 Aviation Bl & Imperial Hwy	13 LAX/Metro TC (1) (C) (K)
–	–	–	–	–	–	–
–	–	–	–	–	–	–
6:00	6:17	6:28	6:42	6:53	7:03	7:08
6:30	6:47	6:58	7:12	7:23	7:33	7:38
7:08	7:25	7:36	7:50	8:01	8:11	8:16
7:38	7:55	8:06	8:20	8:35	8:45	8:50
8:36	8:53	9:04	9:18	9:33	9:43	9:48
9:06	9:23	9:34	9:48	10:03	10:13	10:18
9:54	10:11	10:22	10:36	10:51	11:01	11:06
10:28	10:45	10:56	11:10	11:25	11:35	11:40
11:26	11:43	11:54	**12:08**	**12:23**	**12:33**	**12:38**
11:56	**12:13**	**12:24**	**12:38**	**12:53**	**1:03**	**1:08**
12:49	**1:06**	**1:17**	**1:31**	**1:46**	**1:56**	**2:01**
1:23	**1:40**	**1:51**	**2:05**	**2:20**	**2:30**	**2:35**
2:21	**2:38**	**2:49**	**3:03**	**3:18**	**3:28**	**3:33**
2:51	**3:08**	**3:19**	**3:33**	**3:48**	**3:58**	**4:03**
3:39	**3:56**	**4:07**	**4:21**	**4:36**	**4:46**	**4:51**
4:13	**4:30**	**4:41**	**4:55**	**5:10**	**5:20**	**5:25**
5:11	**5:28**	**5:39**	**5:53**	**6:08**	**6:18**	**6:23**
5:41	**5:58**	**6:09**	**6:23**	**6:38**	**6:48**	**6:53**
6:29	**6:46**	**6:57**	**7:11**	**7:26**	**7:36**	**7:41**
7:03	**7:20**	**7:31**	**7:45**	**8:00**	**8:10**	**8:15**
7:56	**8:13**	**8:24**	**8:38**	**8:53**	**9:03**	**9:08**
AM	**PM**					

13 LAX/Metro TC (1) (C) (K)	12 Aviation Bl & Imperial Hwy	11 Main St & Holly Ave	10 Park Place at Douglas (1) (K)	9 Highland Ave & 14th St	8 Hermosa Ave & 11th St	7 Palos Verdes Bl & Via Valencia
5:45	5:50	6:04	6:22	6:34	6:43	6:58
6:15	6:20	6:34	6:52	7:04	7:13	7:28
7:13	7:18	7:32	7:50	8:02	8:11	8:26
7:43	7:48	8:02	8:20	8:32	8:41	8:56
8:31	8:36	8:50	9:08	9:20	9:29	9:44
9:05	9:10	9:24	9:42	9:54	10:03	10:18
10:03	10:08	10:22	10:40	10:52	11:01	11:16
10:33	10:38	10:52	11:10	11:22	11:31	11:46
11:26	11:31	11:45	**12:03**	**12:15**	**12:24**	**12:39**
12:00	**12:05**	**12:19**	**12:37**	**12:49**	**12:58**	**1:13**
12:58	**1:03**	**1:17**	**1:35**	**1:47**	**1:56**	**2:11**
1:28	**1:33**	**1:47**	**2:05**	**2:17**	**2:26**	**2:41**
2:16	**2:21**	**2:35**	**2:53**	**3:05**	**3:14**	**3:29**
2:50	**2:55**	**3:09**	**3:27**	**3:39**	**3:48**	**4:03**
3:48	**3:53**	**4:07**	**4:25**	**4:37**	**4:46**	**5:01**
4:18	**4:23**	**4:37**	**4:55**	**5:07**	**5:16**	**5:31**
5:06	**5:11**	**5:25**	**5:43**	**5:55**	**6:04**	**6:19**
5:40	**5:45**	**5:59**	**6:17**	**6:29**	**6:38**	**6:53**
6:38	**6:43**	**6:57**	**7:15**	**7:27**	**7:36**	**7:51**
7:08	**7:13**	**7:27**	**7:45**	**7:57**	**8:06**	**8:21**
7:56	**8:01**	**8:15**	**8:33**	**8:45**	**8:54**	**9:09**
AM	**PM**					

SATURDAY & SUNDAY

7	8	9	10	11	12	13
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6:05	6:22	6:33	6:47	7:02	7:12	7:17
7:05	7:22	7:33	7:47	8:02	8:12	8:17
8:08	8:25	8:36	8:50	9:05	9:15	9:20
8:45	9:02	9:13	9:27	9:42	9:52	9:57
9:45	10:02	10:13	10:27	10:42	10:52	10:57
10:58	11:15	11:26	11:40	11:55	**12:05**	**12:10**
11:35	11:52	**12:03**	**12:17**	**12:32**	**12:42**	**12:47**
12:35	**12:52**	**1:03**	**1:17**	**1:32**	**1:42**	**1:47**
1:53	**2:10**	**2:21**	**2:35**	**2:50**	**3:00**	**3:05**
2:30	**2:47**	**2:58**	**3:12**	**3:27**	**3:37**	**3:42**
3:30	**3:47**	**3:58**	**4:12**	**4:27**	**4:37**	**4:42**
4:43	**5:00**	**5:11**	**5:25**	**5:40**	**5:50**	**5:55**
5:20	**5:37**	**5:48**	**6:02**	**6:17**	**6:27**	**6:32**
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7:33	**7:50**	**8:01**	**8:15**	**8:30**	**8:40**	**8:45**
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6:45	6:50	7:04	7:22	7:34	7:43	7:58
7:22	7:27	7:41	7:59	8:11	8:20	8:35
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9:35	9:40	9:54	10:12	10:24	10:33	10:48
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12:30	**12:35**	**12:49**	**1:07**	**1:19**	**1:28**	**1:43**
1:07	**1:12**	**1:26**	**1:44**	**1:56**	**2:05**	**2:20**
2:07	**2:12**	**2:26**	**2:44**	**2:56**	**3:05**	**3:20**
3:20	**3:25**	**3:39**	**3:57**	**4:09**	**4:18**	**4:33**
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4:57	**5:02**	**5:16**	**5:34**	**5:46**	**5:55**	**6:10**
6:10	**6:15**	**6:29**	**6:47**	**6:59**	**7:08**	**7:23**
6:47	**6:52**	**7:06**	**7:24**	**7:36**	**7:45**	**8:00**
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Attachment C
Beach Cities Transit Line 109
Route Service Mile Calculations by City

Route Miles	NB Miles	SB Miles	*Average Miles Per City*	*Allocation Formula %*
Redondo Beach & Los Angeles	5.3	6.9	***6.1***	***34.95%***
Hermosa Beach	2.2	1.6	***1.90***	***10.89%***
Manhattan Beach	3.4	2.2	***2.8***	***16.05%***
El Segundo	7.7	5.6	***6.65***	***38.11%***
Total Miles	18.6	16.3	***17.45***	***100.00%***

TRANSIT SERVICE OPERATION AGREEMENT
BETWEEN THE CITY OF REDONDO BEACH AND
THE CITY OF EL SEGUNDO

THIS TRANSIT SERVICE OPERATION AGREEMENT (this "Agreement") is entered into by and between the City of Redondo Beach ("Redondo Beach"), on behalf of Beach Cities Transit ("BCT"), which is a division of Redondo Beach, and the City of El Segundo ("El Segundo"). Redondo Beach and El Segundo are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. **WHEREAS,** pursuant to Government Code section 54981, the legislative body of any local agency (here, El Segundo) may contract with another local agency (here, Redondo Beach) for the performance of municipal services or functions within the territory of the former.

B. **WHEREAS**, on July 1, 2006, Redondo Beach and El Segundo entered into that certain Transit Service Operation Agreement to enable BCT Line 109 as described in **Attachment A** to take over public transportation services for the discontinued Los Angeles County Metropolitan Transportation Authority ("LACMTA") Line 439 for a two (2) year term.

C. **WHEREAS**, Redondo Beach and El Segundo subsequently entered into new agreements relating to Line 109 in 2008, 2010, 2011, 2012, 2013, 2015, 2017, 2019, 2020, 2021, 2022, 2023, and 2024 (the "2024 Agreement").

D. **WHEREAS**, the 2024 Agreement expires on June 30, 2025, and the Parties desire to enter into a new agreement on the terms and conditions set forth below.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **TERM**

This Agreement shall be effective as of July 1, 2025, and shall have a one (1) year term expiring on June 30, 2026. El Segundo acknowledges that an agreement in similar form to this Agreement or an amendment may be negotiated for continued Line 109 service beyond June 30, 2026. In the event El Segundo intends to renew this Agreement, El Segundo shall notify Redondo Beach of its intent to renew at least 182 days prior to the expiration of this term.

2. **SERVICE DESCRIPTION**

A. Redondo Beach shall operate Line 109 consistent with the maps shown in **Attachment A**, which is attached hereto and by this reference incorporated herein ("Line 109" or the "Service").

B. Redondo Beach shall engage a qualified transportation contractor to provide bus services to Line 109 on the days of the week; service times and days; and frequencies of service equal to or better than that which was operated by BCT immediately before the effective

date of this Agreement. The current service schedule for Line 109 is illustrated in **Attachment B**, which is attached hereto and by this reference incorporated herein.

C. Redondo Beach may adjust the route and schedule of Line 109; however, any changes or reductions to the Service in excess of 10% of service hours shall be brought to El Segundo in writing for review and comment prior to implementation.

D. Redondo Beach may, in its sole discretion, enter into contracts for Line 109 service with any other provider of its choice at any time without the approval of El Segundo. Redondo Beach shall be responsible for any and all aspects of administration of the service contract, and shall assure that the contract includes provisions pertaining to insurance, age, maintenance and operation of vehicles, driver qualifications and other similar provisions typical of an agreement of that kind. Redondo Beach will require the City's Transit contractor to provide an Additional Insured Endorsement that contains General Liability and Automobile Liability Coverages for El Segundo, its officers, elected and appointed officials, employees and volunteers.

E. Redondo Beach shall base the percentage of cost for Line 109 on the route service mile calculations, as illustrated in the **Attachment C,** which is attached hereto and by this reference incorporated herein.

3. **PASSENGER FARES**

Redondo Beach may charge fares for the Service consistent with its existing fixed-route service as described in **Attachment A**. Redondo Beach will accept interagency transfers with adjacent transit operators and participate in the EZ Pass Program. Redondo Beach shall retain all farebox revenues. BCT Line 109 passenger fare revenues shall be used to offset operation expenses.

4. **FUNDING**

A. El Segundo shall pay Redondo Beach for costs in associated with operating Line 109 in accordance with this Section. El Segundo shall not pay Redondo Beach for capital costs nor shall El Segundo provide any equipment to operate the Service.

B. **FY 2025-2026:** Operations Funding from El Segundo shall be $60,132 for fiscal year 2025-2026.

In the event Redondo Beach incurs a shortfall in funding, El Segundo's funding contribution will be based on the number of miles of the BCT Line 109 route (as described in **Attachment C**) within El Segundo's boundaries and other cities' Line 109 route miles will not factor into El Segundo's funding contribution.

A shortfall occurs when the (1) the estimated costs exceed the (2) estimated operating revenues for the respective fiscal year. The estimated costs shall be based on (1) the prior year's Line 109 service hours multiplied by the applicable service hour rates plus (2) the prior year's fuel costs plus an estimated CPI increase plus (3) estimated costs for RTI systems. The estimated revenues shall be based on the LACMTA funding formula and the prior fiscal year's fare revenues for Line 109.

Operating expenses are incorporated in the service hour rates and include without limitation, driver wages, general administration and overhead, and maintenance costs. Real Time Information ("RTI") Systems operating expenses include without limitation, capital equipment, passenger/administration interface programs, cellular and internet hosting of RTI services and report management programs.

C. Redondo Beach is responsible for all marketing and promotion of the Service. However, El Segundo may advertise the Service at its sole expense in community newsletters and recreational brochures at its sole expense. El Segundo may also advertise the Service at its sole expense in other mediums, but any reference to BCT in such advertising must be approved in writing by Redondo Beach. The BCT logo cannot be used without Redondo Beach's prior approval.

D. On at least a quarterly basis, BCT will meet with El Segundo to develop additional marketing strategies directed towards increasing BCT Line 109 ridership. El Segundo shall provide assistance for public outreach and information to target El Segundo residents and non-resident community members.

5. REPORTING/INVOICING

A. Redondo Beach shall report to El Segundo on a quarterly basis, all of the following data for the Line 109 Service:

(1) Passengers carried
(2) Revenue hours operated
(3) Revenue miles operated
(4) Total operating costs, including service operating expenses and RTI capital and operating expenses

B. Redondo Beach shall submit said report to El Segundo in writing within forty-five (45) days after the end of each reporting quarter.

C. Redondo Beach shall submit quarterly reports to El Segundo.

D. Redondo Beach shall incorporate Line 109 data into its Federal Transit Administration's National Transit Data (NTD) annual report for the entire BCT fixed route transportation system. Redondo Beach shall provide to El Segundo annual NTD random sampling data which provides the statistics to estimate the number of passengers boarding and alighting by stop in El Segundo, and the total estimated El Segundo passengers. Redondo Beach shall be responsible for any and all aspects of administration of the service contract, and shall include provisions pertaining to insurance.

E. El Segundo retains the right to audit the BCT's records of Line 109 Service, and to periodically monitor the Service.

F. Redondo Beach shall schedule quarterly joint meetings with the partnering cities of El Segundo, Hermosa Beach, and Manhattan Beach. Redondo Beach will provide a quarterly update of Line 109 services, and discuss coordinated marketing and public outreach efforts and operating and financing issues that affect BCT services.

6. **INSPECTION OF RECORDS**

BCT records relevant to this Agreement shall be available for inspection by El Segundo at all reasonable times for a period of at least three (3) years for each year or after the expiration date, whichever comes first.

7. **NON-DISCRIMINATION**

No person shall on the grounds of race, color, religion, national origin, ancestry, age, sex, gender, gender identity, gender expression, age, sexual orientation, marital status, genetic information, physical or mental disability, military or veteran status, or any other protected classification under applicable federal or state law, be excluded from participation in, or be subject to discrimination in the operation of the Line 109 Service.

8. **COORDINATION**

A. Redondo Beach shall coordinate its BCT services, to the extent practical, so that passengers transferring between transit operators will have minimal waiting times. This coordination will require transit agencies to communicate with each other as many weeks as possible in advance of any planned schedule change to the services that may affect passenger transfers.

B. The El Segundo Project Manager for this project shall be the Recreation and Parks Director, or designee. BCT coordinator for this project shall be the Community Services Director or designee.

9. **WAIVER OF BREACH**

The waiver of each Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

10. **NOTICES**

A. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall be given as follows:

(1) Personal Delivery. Personally delivered to the recipient. Notice is effective on delivery.

(2) First Class Mail. First class to the last address of the recipient known to the Party giving notice. Notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

(3) Certified Mail. Certified mail with return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.

(4) Overnight Delivery. Delivered by an overnight delivery service, charges prepaid or charged to the sender's account. Notice is effective on delivery, if delivery is confirmed by the delivery service.

(5) Facsimile Transmission. Sent by fax to the last fax number of the recipient known to the Party giving notice. Notice is effective upon receipt. Any notice given by fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

(6) Email. Sent by email to the last email address of the recipient known to the Party giving notice. Notice is effective upon receipt. Any notice given by email shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice shall be as follows:

Beach Cities Transit:	City of Redondo Beach Transit Manager 415 Diamond Street Redondo Beach, CA 90277 Attention: Line 109 Email: tyron.gunn@redondo.org Fax Number: 310-798-8273
With a copy to:	City of Redondo Beach The City Clerk's Office 415 Diamond Street Redondo Beach, CA 90277-2836 Attention: City Clerk Email: cityclerk@redondo.org Fax Number: 310-374-0220
El Segundo:	City of El Segundo Recreation, Parks, and Library Director 350 Main Street El Segundo, CA 90245-3813 Attention: Aly Mancini Email: amancini@elsegundo.org
With a copy to:	City of El Segundo City Clerk 350 Main Street El Segundo, CA 90245-3813 Attention: City Clerk Email: allcityclerks@elsegundo.org

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified, shall be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either Party may change its address, fax number, or email by giving the other Party written notice of the change.

11. SEVERABILITY

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

12. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of El Segundo and Redondo Beach as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the subject matter hereof. This Agreement may not be modified or altered except by written amendment executed by both Parties.

13. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

14. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from this Agreement will be in Los Angeles County, California.

15. COMPLIANCE WITH STATUTES AND REGULATIONS

BCT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

16. NON-LIABILITY OF CITIES

No officer or employee of either city shall be personally liable to the other, in the event of any default or breach thereunder.

17. INDEMNIFICATION

To the fullest extent permitted by law, each Party hereby agrees to defend, protect, indemnify and hold harmless the other Party, its elected and appointed officials, officers, employees, contractors, volunteers, agents, and members of boards and commissions from and against any and all loss, damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, and judgments, including reasonable attorney's fees, expert fees and costs of suit arising directly or indirectly from or in any manner related to or in connection with or caused by the performance or failure of the Party, its agents, contractors or employees to perform the services required of the Party under the terms of this Agreement.

18. AUTHORITY

Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to enter into and execute this Agreement on behalf of each respective Party.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement, as of this ____ day of _____, 2025.

CITY OF REDONDO BEACH

By: _____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, City Clerk

CITY OF EL SEGUNDO

By: _____
Chris Pimentel, Mayor

APPROVED AS TO FORM:

_____ for
Mark D. Hensley, City Attorney

ATTEST:

_____
Susan Truax City Clerk

Attachment A: Line 109 Map



Attachment B: BCT Line 109 Time Schedule

Line 109 Redondo Beach Riviera Village – LAX City Bus Center

NORTHBOUND Redondo Beach Riviera Village to LAX City Bus Center

SOUTHBOUND LAX City Bus Center to Redondo Beach Riviera Village

MONDAY THROUGH FRIDAY

Palos Verdes Bl & Via Valencia 7	Hermosa Ave & 10th St 8	Highland Ave & 14th St 9	Park Place at Douglas 10	Main St & Holly Ave 11	Aviation Bl & Imperial Hwy 12	LAX/Metro TC 13
–	–	–	–	–	–	–
–	–	–	–	–	–	–
6:00	6:17	6:28	6:42	6:53	7:03	7:08
6:30	6:47	6:58	7:12	7:23	7:33	7:38
7:08	7:25	7:36	7:50	8:01	8:11	8:16
7:38	7:55	8:06	8:20	8:35	8:45	8:50
8:36	8:53	9:04	9:18	9:33	9:43	9:48
9:06	9:23	9:34	9:48	10:03	10:13	10:18
9:54	10:11	10:22	10:36	10:51	11:01	11:06
10:28	10:45	10:56	11:10	11:25	11:35	11:40
11:26	11:43	11:54	**12:08**	**12:23**	**12:33**	**12:38**
11:56	**12:13**	**12:24**	**12:38**	**12:53**	**1:03**	**1:08**
12:49	**1:06**	**1:17**	**1:31**	**1:46**	**1:56**	**2:01**
1:23	**1:40**	**1:51**	**2:05**	**2:20**	**2:30**	**2:35**
2:21	**2:38**	**2:49**	**3:03**	**3:18**	**3:28**	**3:33**
2:51	**3:08**	**3:19**	**3:33**	**3:48**	**3:58**	**4:03**
3:39	**3:56**	**4:07**	**4:21**	**4:36**	**4:46**	**4:51**
4:13	**4:30**	**4:41**	**4:55**	**5:10**	**5:20**	**5:25**
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5:41	**5:58**	**6:09**	**6:23**	**6:38**	**6:48**	**6:53**
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LAX/Metro TC 13	Aviation Bl & Imperial Hwy 12	Main St & Holly Ave 11	Park Place at Douglas 10	Highland Ave & 14th St 9	Hermosa Ave & 11th St 8	Palos Verdes Bl & Via Valencia 7
5:45	5:50	6:04	6:22	6:34	6:43	6:58
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8:31	8:36	8:50	9:08	9:20	9:29	9:44
9:05	9:10	9:24	9:42	9:54	10:03	10:18
10:03	10:08	10:22	10:40	10:52	11:01	11:16
10:33	10:38	10:52	11:10	11:22	11:31	11:46
11:26	11:31	11:45	**12:03**	**12:15**	**12:24**	**12:39**
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12:58	**1:03**	**1:17**	**1:35**	**1:47**	**1:56**	**2:11**
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2:16	**2:21**	**2:35**	**2:53**	**3:05**	**3:14**	**3:29**
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SATURDAY & SUNDAY

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1:53	**2:10**	**2:21**	**2:35**	**2:50**	**3:00**	**3:05**
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6:20	**6:37**	**6:48**	**7:02**	**7:17**	**7:27**	**7:32**
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11:12	11:17	11:31	11:49	**12:01**	**12:10**	**12:25**
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AM	**PM**					

Attachment C
Beach Cities Transit Line 109
Route Service Mile Calculations by City

Route Miles	NB Miles	SB Miles	*Average Miles Per City*	*Allocation Formula %*
Redondo Beach & Los Angeles	5.3	6.9	***6.1***	***34.95%***
Hermosa Beach	2.2	1.6	***1.90***	***10.89%***
Manhattan Beach	3.4	2.2	***2.8***	***16.05%***
El Segundo	7.7	5.6	***6.65***	***38.11%***
Total Miles	18.6	16.3	***17.45***	***100.00%***

RESOLUTION NO. CC-2508-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2025-2026 BUDGET MODIFICATION TO ALLOCATE $25,326 FROM THE CITY OF MANHATTAN BEACH FOR THE BEACH CITIES TRANSIT LINE 109 COST SHARING TO THE TRANSIT FUND

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

WHEREAS, the City of Redondo Beach's adopted budget needs to be modified to allocate monies from outside sources to fund necessary expenditures;

WHEREAS, on July 1, 2025, the City of Redondo Beach ("City") and the City of Manhattan Beach entered into a Transit Service Operations Agreement to provide Beach Cities Transit ("BCT") Line 109 service throughout the City of Manhattan Beach;

WHEREAS, pursuant to this agreement, the City of Manhattan Beach will contribute $25,326 to the City to support BCT Line 109 operations throughout the City of Manhattan Beach;

WHEREAS, since the adoption of the budget, additional, previously unbudgeted revenue has been identified, which must be allocated to the Transit Fund to support bus operations for the BCT Line 109; and

WHEREAS, the revenue to be received from the City of Manhattan Beach is not included in the adopted Fiscal Year 2025-2026 Budget, and a budget modification is necessary to allocate these funds to the Transit Fund.

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

SECTION 1. The amounts allocated in the Fiscal Year 2025-2026 Budget need to be modified to recognize additional revenue received during the budget year; and, upon recommendation of the City Manager, the budget as adopted for Fiscal Year 2025-2026 is modified as follows:

Twenty-five thousand and three-hundred twenty-six dollars ($25,326) shall be allocated to the Transit Fund.

SECTION 2. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2025-2026 in accordance with the above modification.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 19th day of August, 2025.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2508-063 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 19th day of August, 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

RESOLUTION NO. CC-2508-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2025-2026 BUDGET MODIFICATION TO ALLOCATE $60,132 FROM THE CITY OF EL SEGUNDO FOR THE BEACH CITIES TRANSIT LINE 109 COST SHARING TO THE TRANSIT FUND

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

WHEREAS, the City of Redondo Beach's adopted budget needs to be modified to allocate monies from outside sources to fund necessary expenditures;

WHEREAS, on July 1, 2025, the City of Redondo Beach ("City") and the City of El Segundo entered into a Transit Service Operations Agreement to provide Beach Cities Transit ("BCT") Line 109 service through the City of El Segundo;

WHEREAS, pursuant to this agreement, the City of El Segundo will contribute $60,132 to the City to support BCT Line 109 operations throughout the City of El Segundo;

WHEREAS, since the adoption of the budget, additional, previously unbudgeted revenue has been identified, which must be allocated to the Transit Fund to support bus operations for the BCT Line 109; and

WHEREAS, the revenue to be received from the City of El Segundo is not included in the adopted Fiscal Year 2025-2026 Budget, and a budget modification is necessary to allocate these funds to the Transit Fund.

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

SECTION 1. The amounts allocated in the Fiscal Year 2025-2026 Budget need to be modified to recognize additional revenue received during the budget year; and, upon recommendation of the City Manager, the budget as adopted for Fiscal Year 2025-2026 is modified as follows:

Sixty thousand, one hundred thirty-two dollars ($60,132) shall be allocated to the Transit Fund.

SECTION 2. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2025-2026 in accordance with the above modification.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 19th day of August, 2025.

James A. Light, Mayor

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

ATTEST:

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2508-062 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 19th day of August, 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

Administrative Report

H.15., **File #** 25-1103 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

TITLE

APPROVE AN AGREEMENT WITH KOSMONT & ASSOCIATES, INC. FOR REAL ESTATE CONSULTING SERVICES FOR AN AMOUNT NOT TO EXCEED $50,000 AND THE TERM AUGUST 19, 2025 TO AUGUST 18, 2026

EXECUTIVE SUMMARY

The City has maintained an agreement for consulting services with Kosmont & Associates, Inc. (Kosmont) to provide tailored real estate and economic development guidance on an as-needed basis for a number of years. The City's most recent Agreement with Kosmont expired on August 6, 2025. The new Agreement, if approved, would set a not to exceed amount of $50,000 for on-call consulting services to provide assistance with real estate appraisals and the negotiation of critical lease agreements for City-owned properties. There is no guaranteed expenditure commitment, as Kosmont is paid only for services assigned by the City over the course of the year.

BACKGROUND

Kosmont has more than 25 years of consulting experience and the firm's broad professional expertise has been helpful in navigating the broad scope and complexity of ongoing real estate, public finance, and economic development issues in the City. Kosmont initially assisted the City with the preparation of two key documents: the Pier & Harbor Asset Management Plan (2007) and the Harbor Enterprise Business Plan (2010), which have served as the foundation for real estate activities within King Harbor. In addition, Kosmont has served as the City's advisor during the reacquisition of several large leaseholds; advised the City on the waterfront revitalization effort; provided transaction support for the development of the Marine Avenue hotels; and served as advisor for the proposed reuse of the AES site. Over the most recent 12-month agreement term with Kosmont, the City utilized $31,000 of as-needed services.

After reviewing potential real estate work in the coming year, staff is recommending the City Council approve a new one-year Agreement with Kosmont for a not to exceed amount of $50,000. Kosmont's services are expected to assist the City in preparing a Request for Proposals for the Fun Factory site, evaluating options for the Gold's Gym vacancy (including potential land swap, sale, or other reuse), and conducting real estate appraisals on an as needed basis.

COORDINATION

The Waterfront and Economic Development Department collaborated with the City Attorney's Office

to prepare the Agreement. The City Attorney's Office has approved the Agreement as to form.

FISCAL IMPACT

Funding for the Agreement is included in the Waterfront and Economic Development Department's FY 2025-26 Budget.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Kosmont & Associates, Inc., with Insurance
- Agmt - Expired Agreement with Kosmont & Associates, Inc., August 7, 2024

AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND KOSMONT & ASSOCIATES, INC. DBA KOSMONT COMPANIES

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

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."

2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit “D”, unless otherwise waived by the City’s Risk Manager.

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.

2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time,

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

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.

6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. Unless otherwise provided herein, all changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.

10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant’s receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.

13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively “Indemnitees”) from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant’s performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

    a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

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

17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws.

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

19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City’s prior written consent shall constitute a material default under this Agreement.

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

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

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

21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.

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

23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.

24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other Consultants 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 19th day of August, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

KOSMONT & ASSOCIATES, INC.,
a California corporation dba Kosmont Companies

DocuSigned by:
Larry J. Kosmont
77EB6A345A5F4B5...

By: _____
Name: Larry J. Kosmont
Title: CEO

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

Signed by:
Diane Strickfaden
ABED8CF35EEF48C...

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
Upon express written request by, and as needed, in the discretion of the City, the Consultant shall provide the following services.

A. Leasing marketing services and assistance with negotiation of leasing agreements for critical city-owned properties.

- Upon the City's request, Consultant shall provide leasing support for city-owned properties, including but not limited to, assistance with marketing for future tenants and evaluation and negotiation of existing and potential future leaseholds.

B. **Real Estate Appraisal Services as needed.**

- Upon the City's request, Consultant shall provide real estate advisory appraisal services as well as property title and historic analysis.

It is understood that this is not an open-ended fee agreement. Specifically, before Consultant, or any of its' related entities, provide any of the services listed above, or any other commission-based services to the City, Consultant must first obtain express written approval from the City Manager or the Waterfront & Economic Development Director, and if requested, an estimated budget, for the specific task to be performed. Failure to obtain prior express written approval from the City Manager or Waterfront & Economic Development Director will result in non-payment of invoices associated with the services. Related entities include, but are not limited to, Kosmont Realty Corporation.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

Term. This Agreement shall commence on August 19, 2025 and shall continue until August 18, 2026, unless otherwise terminated as provided herein.

EXHIBIT "C"

COMPENSATION

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

1. **AMOUNT**. Consultant shall be paid in accordance with the attached rate and expense schedule. In no event, shall the total amount paid to Consultant exceed $50,000.

2. **METHOD OF PAYMENT**. Consultant shall provide invoices to City for approval and payment. Invoices must provide hourly rate, staff title, description of services performed, date of service, itemized expenses, and attached receipts of the expenses. 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**. Monthly in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that services are completed to the City's full satisfaction.

4. **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: Kosmont & Associates, Inc.
   1601 N. Sepulveda Blvd. #382
   Manhattan Beach, CA 90266
   Attention: Larry Kosmont

   City: City of Redondo Beach
   Waterfront and Economic Development
   415 Diamond Street
   Redondo Beach, CA 90277

   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.

2025 Public Agency Fee Schedule

Professional Services

Chairman & CEO	$525/hour
President	$425/hour
Sr. Vice President/Sr. Advisor/Sr. Managing Director	$395/hour
Vice President/Project Advisor	$295/hour
Senior Project Analyst	$205/hour
Project Analyst/Project Research	$195/hour
Assistant Project Analyst/Assistant Project Manager	$165/hour
Project Promotion/Graphics/GIS Mapping Services	$95/hour
Clerical Support	$80/hour

Additional Expenses

In addition to professional services (labor fees):

1. An administrative fee for in-house copy, fax, copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; plus
2. Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost. Travel costs shall be reasonable and approved in advance by City.
3. Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest and other based on quoted project cost.
4. If Kosmont retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
5. Consultant's attendance or participation at any public meeting, whether such participation is in person, digital, video and/or telephonic (e.g*., City Council, Planning Commission, Public Agency Board, other*) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this schedule.

Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates Effective until December 31, 2025. For and during the term of the subject Agreement, the above referenced rates in each category will be increased, effective January 1, 2026, and annually thereafter, to reflect the adjustment in the CPI (U.S. Dept. of Labor, Bureau of Labor Statistics) All Cities Average Consumer Price Index for the prior year. As an example, the US City Average Consumer Price Index (CPI-U) for January 2025 was 317.671, representing a change of **3.0 percent** over the index for January 2024.

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.

KOSM&AS-01 BSTERNBERG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/18/2025

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

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

PRODUCER License # 0C36891
Lyddy Martin Company
5021 Verdugo Way
Ste. 105 #414
Camarillo, CA 93012

CONTACT NAME: Brett R Sternberg
PHONE (A/C, No, Ext): (310) 478-2625 317
FAX (A/C, No):
E-MAIL ADDRESS: brett@lyddymartin.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kosmont & Associates, Inc.
Dba: Kosmont Companies
1601 N. Sepulveda Blvd. #382
Manhattan Beach, CA 90266

COVERAGES **CERTIFICATE NUMBER: 34** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	72SBABM5UX0	6/27/2025	6/27/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER: Business Liability General Aggre							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			72SBABM5UX0	6/27/2025	6/27/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	72SBABM5UX0	6/27/2025	6/27/2026	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are included as additional insured per written contract as respects to General Liability. The insurance is primary and non-contributory and waiver of subrogation applies in favor of the cert holder See attached endorsements

CERTIFICATE HOLDER

City of Redondo Beach
Attn: City Manager
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Brett Sternberg

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

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

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

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

(b) Any express warranty unauthorized by you;

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

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

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

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

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

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

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

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

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

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

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/21/2025

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	CONTACT NAME: Rick Powell	
Rick Powell Insurance Agency, LLC 3500 West Olive Ave. Suite 300 Burbank CA 91505	PHONE (A/C, No, Ext): (818) 861-7440	FAX (A/C, No):
	E-MAIL ADDRESS: rick@insurance4ca.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : HISCOX INS CO INC	10200
INSURED	INSURER B :	
Kosmont & Associates, Inc. dba Kosmont Companies 1601 N SEPULVEDA BLVD,Unit # 382 MANHATTAN BEACH CA 90266	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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors and Omissions			MPL1425837.25	03/15/2025	03/15/2026	Per Claim	2,000,000
							Aggregate	2,000,000

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

CERTIFICATE HOLDER

City of Redondo Beach
Attn: Risk Manager
415 Diamond Street
Redondo Beach CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rick Powell

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CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1171322

DATE (MM/DD/YYYY): 07/18/2025

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

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

PRODUCER LOCKTON COMPANIES, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 888-828-8365 **FAX (A/C, No):** **E-MAIL ADDRESS:** insperitycerts@locktonaffinity.com
INSURED **KOSMONT & ASSOCIATES, INC.** **2301 ROSECRANS AVE STE 4140** **EL SEGUNDO, CA 90245-4966**	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Indemnity Insurance Company of North America / 43575 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	C72293551	10/01/2024	10/01/2025	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000

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

WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER WHERE REQUIRED BY WRITTEN CONTRACT.
30 DAY NOTICE OF CANCELLATION APPLIES

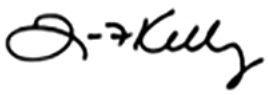
CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Named Insured KOSMONT & ASSOCIATES, INC. 2301 ROSECRANS AVE STE 4140 EL SEGUNDO, CA 90245-4966	Endorsement Number
	Policy Number Symbol: WLR Number: C72293551
Policy Period 10/01/2024 **TO** 10/01/2025	Effective Date of Endorsement 07/18/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. (X) Specific Waiver
   Name of person or organization:
   City of Redondo Beach

   415 Diamond Street

   Redondo Beach, CA 90277

   ( ) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:
   The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: INCLUDED

Patti D. Stanley

Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
KOSMONT & ASSOCIATES, INC. 2301 ROSECRANS AVE STE 4140 EL SEGUNDO. CA 90245-4966	
	Policy Number Symbol: WLR Number: C72293551
Policy Period 10/01/2024 **TO** 10/01/2025	Effective Date of Endorsement 07/18/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below {the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.

B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

E. We may arrange with your representative to send such notice in the event of any such cancellation.

F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.

G. This endorsement does not apply in the event that you cancel the Policy.

SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
City of Redondo Beach		415 Diamond Street Redondo Beach, CA 90277

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

Patti D. O'Connell

Authorized Representative

AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND KOSMONT & ASSOCIATES, INC. DBA KOSMONT COMPANIES

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

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."

2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit “D”, unless otherwise waived by the City’s Risk Manager.

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.

2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time,

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

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.

6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. Unless otherwise provided herein, all changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.

10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant’s receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.

13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

    a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

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

17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws.

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

19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

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

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

21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.

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

23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.

24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other Consultants 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 6th day of August, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:
6BC0853B8F644F1...

James A. Light, Mayor

KOSMONT & ASSOCIATES, INC.,
a California corporation dba Kosmont Companies

By: DocuSigned by: Larry Kosmont
77EB6A345A5F4B5...
Name: Larry Kosmont
Title: CEO

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:
Diane Strickfaden
ABED8CF35EEF48C...

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669049EDE03D402...

Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONSULTANT'S DUTIES
Upon express written request by, and as needed in the discretion of, the City, the Consultant shall provide the following services.

A. Leasing marketing services and assistance with negotiation of leasing agreements for critical city-owned properties.

- Upon the City's request, Consultant shall provide leasing support for city-owned properties, including but not limited to, assistance with marketing for future tenants and evaluation and negotiation of existing and potential future leaseholds.

B. **Real Estate Appraisal Services as needed.**

- Upon the City's request, Consultant shall provide real estate advisory appraisal services as well as property title and historic analysis.

It is understood that this is not an open-ended fee agreement. Specifically, before Consultant, or any of its' related entities, provide any of the services listed above, or any other commission-based services to the City, Consultant must first obtain express written approval from the City Manager or the Waterfront & Economic Development Director, and if requested, an estimated budget, for the specific task to be performed. Failure to obtain prior express written approval from the City Manager or Waterfront & Economic Development Director will result in non-payment of invoices associated with the services. Related entities include, but are not limited to, Kosmont Realty Corporation.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

Term. This Agreement shall commence on August 7th, 2024 and shall continue until August 6th, 2025, unless otherwise terminated as provided herein.

EXHIBIT "C"

COMPENSATION

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

1. **AMOUNT**. Consultant shall be paid in accordance with the attached rate and expense schedule. In no event, shall the total amount paid to Consultant exceed $50,000.

2. **METHOD OF PAYMENT**. Consultant shall provide invoices to City for approval and payment. Invoices must provide hourly rate, staff title, description of services performed, date of service, itemized expenses, and attached receipts of the expenses. 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**. Monthly in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that services are completed to the City's full satisfaction.

4. **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: Kosmont & Associates, Inc.
   1601 N. Sepulveda Blvd. #382
   Manhattan Beach, CA 90266
   Attention: Larry Kosmont

   City: City of Redondo Beach
   Waterfront and Economic Development
   415 Diamond Street
   Redondo Beach, CA 90277

   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.

Kosmont Companies

2024 Public Agency Fee Schedule

Professional Services

Chairman & CEO	$430/hour
President	$355/hour
Sr. Vice President/Sr. Advisor/Sr. Managing Director	$335/hour
Vice President/Project Advisor	$225/hour
Senior Project Analyst	$175/hour
Project Analyst/Project Research	$155/hour
Assistant Project Analyst/Assistant Project Manager	$135/hour
Project Promotion/Graphics/GIS Mapping Services	$85/hour
Clerical Support	$70/hour

Additional Expenses

In addition to professional services (labor fees):

An **administrative fee** for in-house copy, fax, copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; plus

1. **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
2. **Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest and other based on quoted project cost**.
3. If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
4. Consultant's **attendance or participation at any public meeting**, whether such participation is in person, digital, video and/or telephonic (e.g., City Council, Planning Commission, Public Agency Board, other) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this schedule.

Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

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.

KOSM&AS-01 BSTERNBERG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/17/2024

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

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

PRODUCER License # 0C36891
Lyddy Martin Company
5021 Verdugo Way
Ste. 105 #414
Camarillo, CA 93012

CONTACT NAME: Brett R Sternberg
PHONE (A/C, No, Ext): (310) 478-2625 317 FAX (A/C, No):
E-MAIL ADDRESS: brett@lyddymartin.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company, Ltd	11000
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kosmont & Associates, Inc.
Dba: Kosmont Companies
1601 N. Sepulveda Blvd. #382
Manhattan Beach, CA 90266

COVERAGES **CERTIFICATE NUMBER: 34** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X	X	72SBABC3942	6/27/2024	6/27/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			72SBABC3942	6/27/2024	6/27/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000	X	X	72SBABC3942	6/27/2024	6/27/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are included as additional insured per written contract as respects to General Liability. The insurance is primary and non-contributory and waiver of subrogation applies in favor of the cert holder See attached Business Liability Endorsement #SS 00 08 04 05

Additional Named Insured Endorsement: Kosmont Transaction Services

CERTIFICATE HOLDER

City of Redondo Beach
Attn: City Manager
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Brett Sternberg

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. **Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. **Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. **Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. **Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. **Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. **Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. **Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons 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.

6. **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

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

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

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 Subparagraphs **(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.

(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.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1171322

DATE (MM/DD/YYYY): 6/18/2024

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

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

PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	**CONTACT NAME:** 888-828-8365 **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** INSPERITYCERTS@LOCKTONAFFINITY.COM
INSURED **KOSMONT & ASSOCIATES, INC.** **2301 ROSECRANS AVE STE 4140** **EL SEGUNDO, CA 90245-4966**	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Indemnity Insurance Co. of North America — 43575 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A		C55819610	10/1/2023	10/1/2024	X PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH, CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/18/2024

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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PRODUCER	CONTACT NAME: Rick Powell	
Rick Powell Insurance Agency, LLC 3500 West Olive Ave. Suite 300 Burbank CA 91505	PHONE (A/C, No, Ext): (818) 861-7440	FAX (A/C, No):
	E-MAIL ADDRESS: rick@insurance4ca.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : HISCOX INS CO INC	10200
INSURED Kosmont & Associates, Inc. dba Kosmont Companies 1601 N SEPULVEDA BLVD # 382 MANHATTAN BEACH CA 90266	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors and Omissions			MPL1425837.24	03/15/2024	03/15/2025	Per Claim	2,000,000
							Aggregate	2,000,000

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

CERTIFICATE HOLDER

City of Redondo Beach
Attn: Risk Manager
415 Diamond Street
Redondo Beach CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rick Powell

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Administrative Report

H.16., **File #** 25-1104 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-064, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO ZOILA NORWOOD, AN INDIVIDUAL

APPROVE A LEASE WITH ZOILA NORWOOD FOR ADMINISTRATIVE OFFICE SPACE AT 111 W. TORRANCE BLVD., SUITE 100, FOR THE TERM AUGUST 19, 2025 TO AUGUST 18, 2030

EXECUTIVE SUMMARY

In March 2012, the City purchased the Pier Plaza leasehold and began the process of direct leasing to various tenants. Pier Plaza is comprised of several buildings totaling approximately 75,000 square feet of office and retail uses. The space at 111 W. Torrance Blvd., Suite 100 (Premises) is approximately 858 square feet in size.

The City has negotiated a new office lease with Zoila Norwood, the owner of Savoir Faire Language Institute, the preschool located nearby within Buildings 109 and 117 at Pier Plaza. The proposed lease would allow for a five-year term for the space and includes an option for the landlord to terminate with 12-months' prior written notice. Monthly rent for the lease, which would accrue to the City's Harbor Uplands Fund, is $2,274 with an annual 3% increase on the anniversary date.

BACKGROUND

The Pier Plaza leasehold is comprised of buildings 103 to 131 West Torrance Boulevard (on the top level of the Pier Parking Structure) and totals approximately 75,000 square feet of office and retail space. The property is comprised almost entirely of office uses, with the lone exceptions being a restaurant and child care center. Zoila Norwood is the long-time owner of Savoir Faire Language Institute, the international preschool that currently occupies Buildings 109 and 117 at Pier Plaza. The newly leased Premises would be used as an administrative office space.

The proposed lease carries a 5-year term with a minimum monthly rent of $2,274, or approximately $2.65 per square foot, with an annual 3% increase on the anniversary date.

COORDINATION

The Resolution and lease documents were reviewed and approved as to form by the City Attorney's Office.

FISCAL IMPACT

Lease revenue from the property would accrue to the City's Harbor Uplands Fund. The proposed lease would result in a minimum monthly rent of $2,274 during the first year, with an annual increase of 3% to the base rent each year thereafter. Over the 5-year term of the lease, revenue to the Harbor Uplands Fund would be $144,876.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2508-064 Leasing Certain Property to Zoila Norwood
- Agmt - Proposed Lease Between the City of Redondo Beach and Zoila Norwood

RESOLUTION NO. CC-2508-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO ZOILA NORWOOD, AN INDIVIDUAL

WHEREAS, Section 2-21.01, Chapter 21, Title 2, of the Redondo Beach Municipal Code provides that any lease of public land owned or controlled by the City of Redondo Beach, or by any department or subdivision of the City, shall be administratively approved by resolution; and

WHEREAS, the City Council shall approve the subject lease only upon the making of certain findings.

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

SECTION 1. That the City Council of the City of Redondo Beach approves the lease with Zoila Norwood, an Individual ("Lease") for the property commonly located at 111 W. Torrance Blvd., Suite 100, Redondo Beach, CA 90277, consisting of approximately 858 rentable square feet**,** as further detailed in the Lease attached hereto as Exhibit "A" and incorporated herein as set forth in full.

SECTION 2. That the City Council of the City of Redondo Beach hereby finds:

1. The Lease will result in a net economic or other public benefit to the City of Redondo Beach or the general public; and
2. The granting of the Lease is consistent with and will further the fiscal, budgetary and applicable economic development, social, recreational, public safety or other applicable adopted policies of the City; and
3. The Lease, and all land uses and development authorized by the Lease, are consistent with all applicable provisions of the general plan, the Coastal Land Use Plan where applicable, and the applicable zoning ordinances of the City; and
4. The Lease and all land uses and development authorized by the Lease, are consistent with and will carry out the goals, standards and policies of any specific plan applicable to the Lease property; and
5. The Lease and its purposes are consistent with all other applicable provisions of law; and
6. The Lease and all land uses and development authorized by the Lease are consistent with terms of and will further the purposes of the grant from the State and all applicable laws and agreements governing use of the land; and
7. The Lease shall not exceed sixty-six (66) years.

PASSED, APPROVED AND ADOPTED this 19th day of August, 2025.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2508-064 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 19th day of August, 2025, and there after signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

EXHIBIT A

OFFICE LEASE

BETWEEN

CITY OF REDONDO BEACH,
A CHARTERED MUNICIPAL CORPORATION

LANDLORD

AND

ZOILA NORWOOD, AN INDIVIDUAL

TENANT

DATED AS OF

AUGUST 19, 2025

PIER PLAZA, REDONDO BEACH, CALIFORNIA 90277

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OFFICE LEASE

1. Parties

This Office Lease Agreement ("Lease") is made and entered into by and between the **City of Redondo Beach**, a Chartered Municipal Corporation ("Landlord" or "City"), and **Zoila Norwood, an Individual** ("Tenant").

2. Summary of Basic Terms: As used in this Lease, the following terms shall have the meanings set forth below, subject to the qualifications, adjustments and exceptions set forth elsewhere in this Lease. In the event of a conflict between the terms of this Summary and the Lease, the terms of the Lease shall prevail.

(a) **Premises**: The space located at **111 W. Torrance Blvd. SUITE** 100, Redondo Beach, CA 90277, consisting of approximately 858 rentable square feet.

(b) **Permitted Use**: Office.

(c) **Lease Term**: 5 years (60 months), subject to Landlord's right to earlier termination of this Lease as set forth in Section 2(f).

(d) **Commencement Date**: August 19, 2025.

(e) **Expiration Date**: August 18, 2030.

(f) **Right To Terminate:** Notwithstanding any other provision of this Lease, Landlord shall have the right to terminate this Lease upon 12 months' prior written notice of the termination date to Tenant.

(g) **Deferred Rent**: None.

(h) **Monthly Rent**: $2,274.00

(i) **Rent per Square Foot**: $2.65 per square foot. Rent will increase 3% annually beginning on the first anniversary of rent commencement.

(j) **Operating Expense Base Year**: 2025

(k) **Possessory Interest Tax**: Tenant to pay any associated Real Property Taxes that may be applicable to the Premises, including without limitation possessory interest taxes.

(l) **Parking**: $35.00 per month

(m) **Security Deposit**: $2,274.00

(n) **Tenant's Guarantor**: Zoila Norwood

(o) **Tenant Improvements:** Landlord will provide cleaning, repair or replace any damaged ceiling tiles, exterior doors and windows and window blinds as needed. Otherwise, Tenant to take the space "As-is".

(p) **Conditional Use Permit (CUP)**: If Tenant is required to obtain a CUP then the commencement of rental and an appropriate amount of time to allow for Tenant's interior improvements (TI's) will be allowed.

(q) **Holdover Rent**: 150 percent of the current Monthly Rent amount.

(r) **Assessor's ID Number**: 7505-002-908

(s) **Landlord's Address for Notices**: 107 W. Torrance Blvd, Suite #200, Redondo Beach, CA 90277, Attn: Property Manager

(t) **Tenant's Address for Notices:** 111 W. Torrance Blvd., Redondo Beach, CA 90277, Attn: Zoila Norwood

(u) **Tenant's Affiliates**: All affiliates, directors, officers, shareholders, partners, agents, employees, invitees, customers, successors and assigns of Tenant.

(v) **Landlord's Affiliates**: All officers, employees, elected and appointed officials, volunteers, invitees, successors, and assigns of the City.

(w) **Liabilities:** All losses, damages, expenses, claims, demands, causes of action, lawsuits (whether at law, equity, or both), proceedings, injuries, liabilities, judgments, and costs (including, but not limited to, attorneys' fees and costs, and expert witness fees), and penalties, and liens of every nature (whether or not suit is commenced or judgment entered).

(x) **Landlord's Broker**: BC Urban.

(y) **Tenant's Broker:** None.

3. **Demise and Term.** Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, subject to all of the terms, covenants and conditions in this Lease. The Premises are leased for the Lease Term, which, subject to Article 4 below, shall commence on the Commencement Date and shall expire on the Expiration Date, unless sooner terminated under the provisions of this Lease.

4. **Possession.**

4.1 Delivery of Possession. The Premises shall be delivered to Tenant in its current "AS-IS" condition with exception of items in Exhibit "I", if applicable. If Landlord cannot deliver possession of the Premises to Tenant by the Commencement Date this Lease will not be void or voidable, nor will Landlord be liable to Tenant for any loss or damage resulting from such delay. Notwithstanding anything to the contrary contained herein, Landlord will not be obligated to deliver possession of the Premises to Tenant until Landlord has received from Tenant all of the

following: (i) a copy of this Lease fully executed by Tenant and the guaranty of Tenant's obligations under this Lease, if required by the Summary of Basic Terms in Section 2(n) hereof, executed by the Guarantor(s); (ii) the Security Deposit, in the amount designated in the Summary of Basic Terms in Section 2(m) hereof (if any), and the first installment of Monthly Basic Rent; and (iii) copies of policies of insurance or certificates thereof as required under Article 15 of this Lease.

4.2 Delays Caused by Tenant. Notwithstanding anything to the contrary in Article 4.1, if Landlord's failure to deliver possession of the Premises results from Tenant and/or Tenant's Affiliates' acts or omissions (including delays caused by Tenant's failure to supply the items referred to in Article 4.1), then the Commencement Date shall be the date stated in Article 2(d) of this Lease notwithstanding the Tenant and/or Tenant's Affiliates' delay. In no event shall the Lease Term be extended by any such delay. Tenant shall owe the amount of the Monthly Rent and Additional Rent from the Commencement Date.

5. Condition of Premises.

5.1 Condition of Premises. Tenant hereby agrees and warrants that it has investigated and inspected the condition of the Premises, Building, and their suitability for Tenant's purposes, and Tenant does hereby waive and disclaim any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Premises, the Building, or the suitability of same for Tenant's purposes. Tenant acknowledges that neither Landlord nor Landlord's Affiliates has made any representations or warranty with respect to the Premises, the Building, their condition, or with respect to the suitability for Tenant's business. Tenant hereby agrees that the Premises shall be taken "AS-IS", "with all faults" and Landlord shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof, unless provided in Article 11 below. Tenant, at its sole expense, shall keep the Premises and every part thereof in good condition and repair and shall, upon the expiration or sooner termination of the Lease Term, surrender the Premises to Landlord in good condition.

6. Rent.

6.1 Monthly Rent. Tenant shall pay to Landlord as rent for the Premises the Monthly Rent as set forth in Article 2(h). The Monthly Rent shall be payable in advance on or before the first day of the first full calendar month of the Lease Term and on or before the first day of each successive calendar month thereafter during the Lease Term, except that the Monthly Rent for the first full calendar month of the Lease term and any prorated term shall be paid upon the execution of this Lease. The Monthly Rent for any period during the Lease Term which is for less than one (1) month shall be prorated based on a thirty (30)-day month. The Monthly Rent and all other rent hereunder shall be paid without prior notice or demand, without deduction or offset in lawful money of the United States of America which shall be legal tender at the time of payment, at the office of the Building or to another person or at another place as Landlord may from time to time designate in writing.

6.2 Additional Rent. The term **"Additional Rent"** means all other amounts payable by Tenant under this Lease (whether or not designated as Additional Rent), including without limitation Operating Expenses, taxes, insurance and repairs. The term "**Rent**" shall mean Monthly Rent and Additional Rent. Landlord shall be entitled to exercise the same rights and remedies

upon default in the Additional Rent payments as Landlord is entitled to exercise with respect to defaults in Monthly Rent payments.

7. **Security Deposit.** If required, upon the execution of this Lease, Tenant shall deposit the Security Deposit with Landlord as set forth in Article 2(m) above. The Security Deposit shall be held by Landlord as security for the performance of all of Tenant's obligations during the Lease Term. Upon any default by Tenant under this Lease, Landlord may, but shall not be obligated to, use, apply or retain all or any part of the Security Deposit for the payment of any Rent in default, or any other Liabilities which Landlord may incur as a result of or in connection with Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its previous amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to receive interest on the Security Deposit. If Tenant complies with all of the provisions of this Lease and is not then in default hereunder, the unused portion of the Security Deposit shall be returned to Tenant within thirty (30) days after the expiration or sooner termination of the Lease Term and surrender of the Premises to Landlord in the condition required hereunder.

8. **Operating Expenses.**

8.1 Definitions. As used in this Lease, the following terms have the meanings set forth below:

(a) Comparison Year: Each calendar year after the Base Year, all or any portion of which falls within the Lease Term.

(b) Operating Expenses: All costs and expenses of operating, maintaining and repairing the common areas, Building and the Land, including, but not limited to: water and sewer charges; insurance premiums for all insurance policies deemed necessary by Landlord; deductible amounts under insurance policies; janitorial services; wages of Landlord's employees engaged in the operation, maintenance or repair of the Building or the Land, including all customary employee benefits, Worker's Compensation and payroll taxes; reasonable management fees or, if no managing agent is retained for the Building, a reasonable sum in lieu thereof which is not in excess of the prevailing rate for management services charged by professional management companies for the operation of similar buildings; legal, accounting and other consulting fees; the cost of air conditioning, heating, ventilation, plumbing, electricity, water, sewer and other services and utilities serving common areas; elevator maintenance; capital improvements and replacements to all or any portion of the Building and the Land made after completion of the Building, appropriately amortized over the useful life of such improvements; all costs and expenses incurred by Landlord and interest on any funds borrowed to pay the cost of any capital improvements as a result of or in order to comply with any Laws, including, but not limited to, Laws pertaining to energy, natural resources conservation, safety, environmental protection; supplies, materials, equipment and tools; and maintenance and repair of all common areas. Operating Expenses do not include the depreciation on the existing Building and improvements, loan payments, executive salaries, real property and other taxes (see article 26) or real estate broker's commission.

8.2 Payment for Increases in Operating Expenses. The following shall be deemed increases in Operating Expenses:

(a) Increase from Base Year. If the Operating Expenses paid or incurred by Landlord in any Comparison Year increase over the Operating Expenses paid or incurred for the Base Year, Tenant shall pay, as Additional Rent, commencing on the Commencement Date of this Lease, Tenant's Share of the increase in the manner set forth in this Article.

(b) Property at Less Than 95% Capacity. If, during any period in a Comparison Year, less than ninety-five percent (95%) of the Building is rented, the Operating Expenses for that Comparison Year shall be adjusted to what the Operating Expenses would have been if ninety-five percent (95%) of the Building had been rented throughout that Comparison Year.

(c) Prorated Operating Expenses. Tenant's Share of increases in Operating Expenses shall be prorated for any partial Comparison Year which falls within the Lease Term.

8.3 Manner of Payment. Landlord shall deliver to Tenant a statement showing Landlord's reasonable estimate of the Operating Expenses for each Comparison Year and the amount of Tenant's Share of any increase in Operating Expenses based on such estimate. Commencing as of the first day of each Comparison Year, Tenant shall pay to Landlord, at the times and in the manner provided herein for the payment of Monthly Rent, the monthly portion(s) of Tenant's Share of any increases as shown by Landlord's statement. If Landlord's statement is furnished after January 1st of a Comparison Year, then on or before the first day of the first calendar month following Tenant's receipt of Landlord's statement, in addition to the monthly installment of Tenant's Share of any increases due on that date, Tenant shall pay the amount of Tenant's Share of any increases for each calendar month or fraction thereof that has already elapsed in such Comparison Year.

8.4 Final Statement. After the end of each Comparison Year (including the Comparison Year in which the Lease Term terminates), Landlord shall deliver to Tenant a reasonably detailed final statement of the actual Operating Expenses for such Comparison Year. Within ten (10) days of delivery of each final statement, Tenant shall pay Landlord the amount due for Tenant's Share of any increases in the Operating Expenses. Tenant shall have Sixty (60) days after delivery of Landlord's final statement to object in writing to the accuracy of the statement. If Tenant does not object within such Sixty (60)-day period, Landlord's final statement shall be conclusive and binding on Tenant. Objections by Tenant shall not excuse or abate Tenant's obligation to make the payments required under this Article pending the resolution of Tenant's objection. Any credit due Tenant for overpayment of Tenant's Share of any increases in the Operating Expenses shall be credited against the installments of Monthly Rent next coming due. However, overpayments for the Comparison Year in which the Lease Term terminates shall be refunded to Tenant within Sixty (60) days after the expiration of the Lease Term.

9. Use of Premises.

9.1 Permitted Use. Tenant shall use the Premises only for the Permitted Use set forth in Article 2(b) (the "Permitted Use") and for no other use or purpose, unless first approved in writing by Landlord, which approval Landlord may withhold in its sole discretion.

9.2 Restrictions on Use. Tenant agrees that it shall not cause or permit any of the following in or about the Premises:

(a) Increase the existing rate of, cause the cancellation of or otherwise adversely affect any casualty or other insurance for the Building or any part thereof or any of its contents;

(b) Impair the proper and economic maintenance, operation and repair of the Building or any portion thereof;

(c) Obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them;

(d) Cause any nuisance in or about the Premises or the Building;

(e) Commit or allow any waste to be committed to the Premises or the Building.

Tenant shall not use or allow any part of the Premises to be used for the storage, manufacturing or sale of food or beverages, or for the manufacture or auction or merchandise of goods or property of any kind, or as a school or classroom, or for any unlawful or objectionable purpose.

9.3 Prohibited Uses. Notwithstanding Articles 2(b) and 9, in no event shall the Premises be used for any exclusive use granted by Landlord to other tenants of the Premises prior to the date of this Lease, or any prohibited use in effect for the Premises prior to or subsequent to the date of this Lease.

10. Compliance with Laws.

10.1 Compliance with Laws. Tenant shall not use the Premises or permit anything to be done in or about the Premises, the Building or the Land which will in any way conflict with any law, statute, ordinance, code, rule, regulation, requirement, license, permit, certificate, judgment, decree, order or direction of any governmental or quasi-governmental authority, agency, department, board, panel or court now in force or which may hereafter be enacted or promulgated (singularly and collectively "**Laws**"). Tenant shall also comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency. Tenant shall, at its sole expense and cost, promptly comply with all Laws and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Premises.

10.2 Tenant shall not be required to make structural changes to the Premises unless they arise or are required because of or in connection with Tenant's specific use of the Premises, or the type of business conducted by Tenant in the Premises, or Tenant's Alterations or Tenant's acts or omissions. Tenant shall obtain and maintain in effect during the Lease Term all licenses and permits required for the proper and lawful conduct of Tenant's business in the Premises, and shall at all times comply with such licenses and permits. The judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding (whether Landlord is a party or not) that Tenant has violated any Laws shall be conclusive of that fact as between Landlord and Tenant.

10.3 Nondiscrimination. Tenant hereby certifies and agrees that, in all matters affecting this Lease, it will comply with all applicable federal, State, and local laws and regulations prohibiting discrimination of any kind, including but not limited to, the Federal Civil Rights Act of 1964, Unruh Civil Rights Act, Cartwright Act, State Fair Employment Practices Act, and Americans with Disabilities Act.

10.4 Employment Records. All employment records shall be open for inspection and reinspection by Landlord at any reasonable time during the term of this Lease for the purpose of verifying the practice of nondiscrimination by Tenant in the areas heretofore described.

10.5 Hazardous Materials.

(a) Tenant shall not cause or permit any Hazardous Material(s) (as defined in this Article) to be brought, kept or used in or about the Building by Tenant, Tenant's Affiliates, contractors provided Tenant may use and store normal quantities of products used for office purposes (such as toner, cleaning solvents or the like) as long as the same are used in compliance with applicable Laws. Tenant indemnifies Landlord and Landlord's Affiliates from and against any breach by Tenant of the obligations stated in the preceding sentence, and agrees to defend and hold Landlord and Landlord's Affiliates harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Building, damages for the loss or restriction or use of rentable or usable space or of any amenity of the Building, damages arising from any adverse impact or marketing of space in the Building, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise or accrue during, or are attributable to, the term of this Lease as a result of such breach. This indemnification of Landlord and Landlord's Affiliates by Tenant includes without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material(s) present in the soil or ground water on or under the Building. Without limiting the foregoing, if the presence of any Hazardous Material(s) on the Building caused or permitted by Tenant and/or Tenant's Affiliates results in any contamination of the Building, Tenant shall promptly take all actions at its sole expense as are necessary to return the Building to the condition existing prior to the introduction of any such Hazardous Material(s) and the contractors to be used by Tenant must be approved by the Landlord, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Building and so long as such actions do not materially interfere with the use and enjoyment of the Building by the other tenants thereof; provided however, Landlord shall also have the right, by notice to Tenant, to directly undertake such mitigation efforts with regard to Hazardous Material(s) in or about the Building due to Tenant's breach of its obligations pursuant to this Section, and to charge Tenant, as Additional Rent, for the costs thereof.

(b) Landlord covenants and agrees that in the event any unlawful levels of Hazardous Material(s) exist or are introduced in, on or about the Building, due to other than the actions or inaction of Tenant or Tenant's Affiliates, assignees, sublessees, licensees, or contractors, and any such Hazardous Material(s) are reasonably potentially injurious to Tenant's health, safety or welfare, or if any such unlawful levels of Hazardous Material(s) substantially interfere with Tenant's use of the Premises, Landlord shall, if required by applicable Laws, diligently commence

to remove, restore, remediate or otherwise abate such Hazardous Material(s) in compliance with all Laws pertaining to Hazardous Material(s).

(c) It shall not be unreasonable for Landlord to withhold its consent to any proposed transfer under Article 17 if (i) the proposed transferee's anticipated use of the Premises involves the generation, storage, use, treatment, or disposal of Hazardous Material(s); (ii) the proposed transferee has been required by any prior landlord, lender, or governmental authority to take remedial action in connection with Hazardous Material(s) contaminating a property if the contamination resulted from such transferee's actions or use of the Property in question; or (iii) the proposed transferee is subject to an enforcement order issued by any governmental authority in connection with the use, disposal, or storage of a Hazardous Material(s).

(d) As used herein, the term "**Hazardous Material(s)**" mean any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "**Hazardous Material(s)**" include, without limitation, any material or substance which is (i) defined as "**Hazardous Waste**," "**Extremely Hazardous Waste**," or "**Restricted Hazardous Waste**" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "**Hazardous Substance**" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "**Hazardous Material**," "**Hazardous Substance**," or "**Hazardous Waste**" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as "**Hazardous Substance**" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) regulated by Section 26100 et seq. of the California Health and Safety Code, Division 20, Chapter 18 (Toxic Mold Protection Act of 2001), (viii) listed under Article 9 or defined as Hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "**Hazardous Substance**" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), or (x) defined as a "Hazardous Waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), (xi) defined as a "**Hazardous Substance**" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

(e) As used herein, the term "**Laws**" mean any applicable federal, state or local laws, ordinances, or regulation relating to any Hazardous Material affecting the Building, including, without limitation, the laws, ordinances, and regulations referred to in Article 10.4 (d) above.

11. Alterations and Additions.

11.1 Landlord's Consent.

(a) Tenant shall not make or permit to be made any alterations, additions or improvements (singularly and collectively "**Alterations**") to the Building or the Premises or any part thereof without the prior written consent of Landlord in each instance.

(b) Landlord will not unreasonably withhold its consent to any Alterations provided and upon the condition that all of the following conditions shall be satisfied: (i) the Alterations do not affect the outside appearance of the Building; (ii) the Alterations are nonstructural and do not impair the strength of the Building or any part thereof; (iii) the Alterations are to the interior of the Premises and do not affect any part of the Building outside of the Premises; (iv) the Alterations do not affect the proper functioning of the heating, ventilating and air conditioning ("**HVAC**"), mechanical, electrical, sanitary or other utilities, systems and services of the Building, or increase the usage thereof by Tenant; (v) Landlord shall have approved the final plans and specifications for the Alterations and all contractors who will perform them; (vi) Tenant pays to Landlord (A) a fee in connection with the Alterations equal to five percent (5%) of the estimated cost of the work and the fee is sufficient to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such work, and (B) the reasonable costs and expenses actually incurred by Landlord in reviewing Tenant's plans and specifications and inspecting the Alterations to determine whether they are being performed in accordance with the approved plans and specifications and in compliance with Laws, including, without limitation, the fees of any architect or engineer employed by Landlord for such purpose; (vii) before proceeding with any Alteration which will cost more than $10,000 (exclusive of the costs of items constituting Tenant's Property, as defined in Article 11.2), Tenant obtains and delivers to Landlord, at Landlord's option, either: (C) a performance bond and a labor and materials payment bond for the benefit of Landlord, issued by a corporate surety licensed to do business in California, each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Landlord, or (D) such other security as shall be reasonably satisfactory to Landlord. Unless all of the foregoing conditions are satisfied, Landlord shall have the right to withhold its consent to the Alterations in Landlord's sole and absolute discretion.

(c) Not less than twenty (20) days nor more than thirty (30) days prior to commencement of any Alterations, Tenant shall notify Landlord of the work commencement date so that Landlord may post notices of non-responsibility about the Premises. All Alterations must comply with all Laws, the other terms of this Lease, and the final plans and specifications approved by Landlord, and Tenant shall fully and promptly comply with and observe the rules and regulations of Landlord then in force with respect to the making of Alterations. Landlord's review and approval of Tenant's plans and specifications are solely for Landlord's benefit. Landlord shall have no duty toward Tenant, nor shall Landlord be deemed to have made any representation or warranty to Tenant, with respect to the safety, adequacy, correctness, efficiency or compliance with Laws of the design of the Alterations, the plans and specifications therefore, or any other matter regarding the Alterations.

11.2 Ownership and Surrender of Alterations. Upon their installation, all Alterations, including, but not limited to, wall covering, paneling and built-in cabinetry, but excluding movable furniture, trade fixtures and office equipment ("**Tenant's Property**"), shall become a part of the realty and belong to Landlord and shall be surrendered with the Premises. However, upon the expiration or sooner termination of the Lease Term, Tenant shall, upon written demand by Landlord, at Tenant's expense, immediately remove any Alterations made by Tenant which are designated by Landlord to be removed and repair any damage to the Premises caused by such removal.

11.3 Liens. Tenant shall pay when due all claims for labor, materials and services furnished by or at the request of Tenant or Tenant's Affiliates. Tenant shall keep the Premises, the

Building and the Land free from all liens, security interests and encumbrances (including, without limitation, all mechanic's liens and stop notices) created as a result of or arising in connection with the Alterations or any other labor, services or materials provided for or at the request of Tenant or Tenant's Affiliates, or any other act or omission of Tenant or Tenant's Affiliates, or persons claiming through or under them. (Such liens, security interests and encumbrances singularly and collectively are herein called "**Liens**.") Tenant shall not use materials in connection with the Alterations that are subject to any Liens. Tenant shall indemnify Landlord and Landlord's Affiliates for, and hold Landlord and Landlord's Affiliates harmless from and against: (a) all Liens; (b) the removal of all Liens and any actions or proceedings related thereto; and (c) all Liabilities incurred by Landlord or Landlord's Affiliates in connection with the foregoing. If Tenant fails to keep the Premises, the Building and the Land free from Liens, then, in addition to any other rights and remedies available to Landlord, Landlord may immediately take any action necessary to discharge such Liens, including, but not limited to, payment to the claimant on whose behalf the Lien was filed, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall immediately be due and payable by Tenant. Tenant shall indemnify Landlord and Landlord's Affiliates for, and hold Landlord and Landlord's Affiliates harmless from and against, all Liabilities so incurred by Landlord, without regard to any defense or offset that Tenant may have had against the claimant. Neither Landlord's curative action nor the reimbursement of Landlord by Tenant shall cure Tenant's default in failing to keep the Premises, the Building and the Land free from Liens.

11.4 Additional Requirements. Alterations shall comply with all Laws. Tenant, at its sole expense, shall obtain and provide to Landlord all necessary permits and certificates for the commencement and performance of Alterations and for final approval thereof upon completion, and shall cause the Alterations to be performed in compliance therewith and with all applicable insurance requirements, and in a good, first-class and workmanlike manner. Landlord shall have all rights to review and approve or disapprove all required submittals in accordance with the Laws, and nothing set forth in this Lease shall be construed as the Landlord's approval of any or all of the applications or plans for the Alterations. Tenant, at its sole expense, shall diligently cause the cancellation or discharge of all notices of violation arising from or otherwise connected with Alterations, or any other work, labor, services or materials done for or supplied to Tenant or Tenant's Affiliates, or by any person claiming through or under Tenant or Tenant's Affiliates. Alterations shall be performed so as not to interfere with any other tenant in the Building, cause labor disharmony therein, or delay or impose any additional expense on Landlord in the construction, maintenance, repair or operation of the Building. Throughout the performance of the Alterations, Tenant, at its expense, shall carry, or cause to be carried the Workers' Compensation insurance described in Article 15. Tenant shall furnish Landlord with satisfactory evidence that such insurance is in effect at or before the commencement of the Alterations and, upon request, at reasonable intervals thereafter until completion of the Alterations.

12. Repairs.

12.1 Condition of Premises. As provided in Article 5, the Premises shall be delivered to Tenant in an "AS IS" and "ALL FAULTS" condition and Landlord shall have no obligation whatsoever to alter, remodel, improve, repair, decorate, or paint the Premises or any part thereof either prior to or during the Lease Term except to the extent expressly provided in Section 12.2 below. By accepting possession of the Premises, Tenant shall be deemed to have acknowledged

that the Premises are suitable for its purposes and in good condition and repair. Subject to Section 12.2, Tenant, at its expense, shall keep the Premises and every part thereof in good condition and repair and shall, upon the expiration or sooner termination of the Lease Term, surrender the Premises to Landlord and in good condition and repair. Tenant acknowledges and agrees that it has inspected, or prior to the Commencement Date will inspect, the Premises and that Tenant is not relying on any representations or warranties made by Landlord or Landlord's Affiliates regarding the Premises, the Building, or the Land except as may be expressly set forth herein.

12.2 Landlord's Obligation to Repair. Subject to Article 16, Landlord shall repair and maintain the common areas and the structural portions of the Building, including, but not limited to, the structural portions of the roof, the foundations, exterior load-bearing walls, and the basic HVAC, mechanical, electrical and plumbing systems installed by Landlord in the Building. However, if the repair or maintenance is caused in whole or in part by the act, neglect, fault or omission of Tenant or Tenant's Affiliates, or by Tenant's Alterations, Tenant immediately shall pay for such repair or maintenance as Additional Rent within fifteen (15) days of Tenant's receipt of invoice. Tenant shall indemnify Landlord for and hold Landlord and Landlord's Affiliates harmless from and against all other Liabilities incurred by Landlord and Landlord's Affiliates in connection therewith. Landlord shall have a reasonable time after written notice from Tenant to perform necessary repairs or maintenance. Tenant waives all rights granted under Law to make repairs at Landlord's expense.

13. Services and Utilities.

13.1 Landlord's Services. Subject to the rules and regulations of the Building, Landlord shall furnish the required water, plumbing, electrical and HVAC required in Landlord's judgment for the comfortable use and occupancy of the Premises, and janitorial services, as hereinafter provided. Landlord shall also maintain the common stairs, entries and restrooms in the Building lighted. If Landlord shall determine, in the exercise of Landlord's sole but good faith discretion, that the Tenant's use of the utilities is in excess of that normally used by a tenant occupying similar space, then Tenant shall pay Landlord upon demand, as Additional Rent hereunder, the cost of such excess utility usage in addition to any other Rent or charge due from Tenant under this Lease.

13.2 Utility Charges.

(a) Tenant shall be solely responsible for obtaining and shall promptly pay directly to the utility supplier all fees, deposits and charges including use and/or connection fees, hookup fees, standby fees and/or penalties for discontinued or interrupted service, and the like, for electricity, gas and water used in or upon or furnished to the Premises, irrespective of whether any of the foregoing are initially paid or advanced by Landlord, or otherwise. If electricity, gas or water service is billed to Landlord and is not specifically metered to the Premises, the amount thereof shall be equitably prorated by Landlord and Tenant shall pay to Landlord within ten (10) days after Landlord's demand, as Additional Rent hereunder, an amount equal to that proportion of the total charges therefore which the number of square feet of gross floor area in the Premises bears to the total number of square feet of gross floor area covered by such combined charges. Additionally, if the Premises are not separately metered, Landlord shall have the right to install separate meters. Since the Premises are not separately metered, Tenant shall pay the above described utilities as part of the base year component of the modified gross rent.

(b) In no event shall Landlord be liable for damages or otherwise for any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, centrally conditioned cold air or any other utility or other service, or if either the quantity, quality or character thereof supplied to or by Landlord is changed or is no longer available or suitable for Tenant's requirements, nor shall any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character constitute or be deemed to constitute constructive eviction of Tenant, or excuse or relieve Tenant from its obligations pursuant to this Lease.

13.3 Janitorial Services. The janitorial services to be provided by Landlord to Tenant shall be provided five (5) days a week, Monday through Friday (except for nationally and locally recognized holidays). Janitorial services shall be those customarily furnished for similar buildings in the general vicinity of the Building.

13.4 Hours of Operation. HVAC for the Premises shall be provided five (5) days a week, Monday through Friday, from 7:00 a.m. to 6:00 p.m. and Saturdays from 9:00 a.m. to 1:00 p.m. (excluding nationally and locally recognized holidays). Tenant shall not be entitled to any abatement of Rent or have any right to terminate this Lease in the event Landlord is unable to provide the services set forth herein.

13.5 Extra Hours. If during any hours or any days other than those specified in Article 13.4, Tenant desires to have any services or utilities supplied to the Premises which are not separately metered, and provided Landlord receives reasonable advance notice thereof, and if Landlord is able to provide the same, Tenant shall pay Landlord such charge as Landlord shall establish from time to time for providing such services and utilities, at a cost currently estimated at $35.00 per hour, which are not separately metered to the Premises. Any such charges which Tenant is obligated to pay shall be deemed to be Additional Rent hereunder.

14. Entry by Landlord. Landlord shall have the right to enter the Premises during regular business hours in order to: inspect the Premises; post notices of non-responsibility; show the Premises to prospective purchasers, lenders or tenants; perform its obligations and exercise its rights hereunder; and make repairs, improvements, alterations or additions to the Premises or the Building or any portion thereof as Landlord deems necessary or desirable and to do all things necessary in connection therewith, including, but not limited to, erecting scaffolding and other necessary structures. Landlord shall retain (or be given by Tenant) keys to unlock all of the doors to or within the Premises, excluding doors to Tenant's vaults and files. Landlord shall have the right to use any and all means necessary to obtain entry to the Premises in an emergency. Landlord's entry to the Premises shall not, under any circumstances, be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

15. Tenant's Insurance.

15.1 Property Insurance. At all times during the Lease Term, Tenant, at its expense, shall maintain in effect policies of casualty insurance covering: (a) all alterations made by Tenant and all leasehold improvements; and (b) all of Tenant's Property and other Personal Property from time to time in, on or about the Premises, in an amount not less than their full replacement cost (without deduction for depreciation) from time to time during the term of this Lease. Such policies shall provide for protection against any perils normally included within the classification of "All

Risks", and shall cover demolition and changes in Laws. Such insurance shall contain an endorsement naming the Landlord and Landlord's Mortgagee (if any) as loss payee and an endorsement waiving the insurer's right to subrogate against the Landlord or Landlord's Mortgagee (if any).

15.2 Commercial General Liability Insurance. At all times during the Lease Term, Tenant, at its sole expense, shall maintain Commercial General Liability Insurance with respect to the ownership, maintenance, use, operation and condition of the Premises and the business conducted therein. Such insurance shall at all times have limits of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate. At Landlord's request, these limits shall be increased from time to time during the Lease Term to such higher limits as Landlord or its insurance consultant believe are necessary to protect Landlord. Such insurance shall be primary and not contribute with any self-insurance or insurance maintained by the Landlord or Landlord's Mortgagee, and shall contain an endorsement naming Landlord and Landlord's Mortgagee, their elected and appointed officials and employees as additional insureds.

15.3 Workers' Compensation Insurance. At all times during the Lease Term, Tenant shall maintain Workers' Compensation insurance as required by California law and Employer's Liability insurance with limits not less than $1 million ($1,000,000) each accident. Such insurance shall contain an endorsement waiving the insurer's right to subrogate against the Landlord, the Landlord's Mortgagee or their elected or appointed officials and employees.

15.4 Policy Requirements. All insurance required to be carried by Tenant hereunder shall be issued by insurers with a current A.M. Best's rating of no less than A-VII and qualified to do business in the State of California, approved by Landlord and, if required, by Landlord's Mortgagee. Copies of all certificates and required endorsements shall be delivered to Landlord at least ten (10) days prior to Tenant's occupancy of the Premises. Each policy shall provide that it may not be canceled except after thirty (30) days' prior written notice to Landlord and Landlord's Mortgagee. Tenant shall furnish Landlord with renewal certificates or binders of each policy evidencing compliance with those requirements at least thirty (30) days prior to expiration. Tenant shall have the right to provide insurance coverage pursuant to blanket policies obtained by Tenant if the blanket policies expressly afford coverage as required by this Lease.

15.5 Tenant's Failure to Deliver Policies. Upon Landlord's request, Tenant shall deliver certified copies of all required insurance policies to the Landlord. If Tenant fails to deliver required certificates of insurance, required endorsements or requested copies of the insurance policies within the time required pursuant to Article 15.4, Landlord may, but shall not be obligated to, obtain the required insurance, and the cost thereof, shall be payable by Tenant to Landlord on demand. Nothing in this Article shall be deemed to be a waiver of any rights or remedies available to Landlord under this Lease or at law or in equity if Tenant fails to obtain and deliver the required insurance policies and evidence of payment.

16. Damage or Destruction; Eminent Domain.

16.1 Landlord's Restoration. If the Building or the Premises are partially damaged or totally destroyed by fire or other casualty, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance carried under Article 15 of this Lease. Upon Landlord's receipt of notice of the damage or destruction

and substantially all of the insurance proceeds receivable, Landlord shall repair the damage and restore or rebuild the Building or the Premises (except for Tenant's Property and leasehold improvements which are above the standard of the Building). However, Landlord shall not be required to spend amounts in excess of the insurance proceeds actually received for such repair, restoration or rebuilding. Subject to Article 22, Landlord shall attempt to make any required repairs or restoration promptly and so as not to interfere unreasonably with Tenant's use and occupancy of the Premises, but Landlord shall not be obligated to perform such work on an overtime or premium-pay basis.

16.2 Rent Abatement. Subject to Article 16.3, if, in Landlord's reasonable judgment, all or part of the Premises are rendered completely or partially untenantable on account of fire or other casualty, the Monthly Rent shall be abated (to the extent of Landlord's rental loss insurance carried hereunder) in the proportion that the rentable area of the untenantable portion of the Premises bears to the total Area of the Premises. Such abatement shall commence on the date of the damage or destruction and shall continue until the Premises have been substantially repaired and Tenant has reasonable access to the Premises. However, if Tenant reoccupies the damaged portion of the Premises prior to the date that the Premises are substantially repaired, the Monthly Rent allocable to the reoccupied portion shall be payable by Tenant from the date of such occupancy in the proportion that the rentable area of the reoccupied portion of the Premises bears to the total Area of the Premises.

16.3 Exception to Abatement. Notwithstanding Article 16.2, if the damage is due to the fault or neglect of, including, without limitation, Tenant, Tenant's Affiliates, contractors, and guests, or Landlord is unable to collect all of the insurance proceeds (including, without limitation, rent insurance proceeds) for damage or destruction of the Premises or the Building, there shall be no abatement of Monthly Rent to Landlord (or any Landlord's Mortgagee). Provided Tenant is able to reoccupy the damaged portion of the Premises under applicable Laws and reoccupies the damaged portion of the Premises prior to the date that the Premises are substantially repaired, the Monthly Rent allocable to the reoccupied portion shall be payable by Tenant from the date of such occupancy. Landlord's collection of Monthly Rent shall not preclude Landlord from seeking damages from Tenant or exercising any other rights and remedies it under this Lease or at law or in equity.

16.4 Election to Terminate. Landlord or Tenant may terminate this Lease upon written notice to the other party if: (a) the Building or the Premises are substantially or totally destroyed or, in Landlord's sole judgment, rendered untenantable by fire or other casualty or any other cause; or (b) the Building is damaged or rendered untenantable (whether or not the Premises are damaged or destroyed or rendered untenantable) so that its repair or restoration requires the expenditure (as estimated by a contractor or architect designated by Landlord) of more than twenty percent (20%) of the full insurable value of the Building immediately prior to the casualty; or (c) less than two (2) years remains in the Lease Term at the time of the damage or destruction or events which render the Building or the Premises untenantable and the time necessary to repair or restore the Building or the Premises would exceed ninety (90) days (as estimated by a contractor or architect designated by Landlord); or (d) Landlord would be required under Article 16.2 to abate or reduce the Monthly Rent for a period in excess of four (4) months if repairs or restoration were undertaken. If Landlord or Tenant elects to terminate this Lease, its notice of termination shall be given within sixty (60) days after the date of the damage, destruction or events causing untenantability. Such notice shall include a termination date giving Tenant ninety (90) days to vacate the Premises.

16.5 Eminent Domain. Landlord may terminate this Lease upon written notice to Tenant if twenty-five percent (25%) or more of either the Premises, the Building or the Land is condemned, taken or appropriated by any public or quasi-public authority (collectively "Taking or Appropriation") under the power of eminent domain, police power or otherwise (or in the event of a sale in lieu thereof). Whether or not this Lease is so terminated, Landlord shall be entitled to any and all income, Rent, award, or interest thereon which may be paid or made in connection with the Taking or Appropriation, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. If Landlord elects to terminate this Lease, its notice of termination shall be given within sixty (60) days after the Taking or Appropriation. If such notice is not given or if Landlord notifies Tenant of Landlord's election not to terminate, this Lease shall continue in full force and effect, except that the Monthly Rent shall be reduced in the proportion that the Premises which is taken bears to the total Area of the Premises. Nothing contained in this Article shall prevent Tenant from bringing a separate action or proceeding for compensation for any of Tenant's Property taken and Tenant's moving expenses. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure.

16.6 Business Interruption. Landlord shall not incur any Liabilities of any type to Tenant, Tenant's Affiliates, contractors, or guests arising from or in connection with any damage or destruction of the Premises, the Building or the Land, or any Taking or Appropriation thereof, or any repairs or restoration in connection therewith, nor shall Tenant have any right to terminate this Lease as a result thereof. However, in such event, Monthly Rent shall be abated if and to the extent that abatement is allowed pursuant to this Article.

16.7 Waiver. To the extent permitted under law, Tenant waives the application of any Laws now or hereafter in effect which are contrary to the provisions of this Article in connection with any damage, destruction, Taking or Appropriation (or grant deed or other instrument in lieu) of all or any portion of the Premises, the Building, or the Land.

17. Assignment and Subletting.

17.1 Landlord's Consent Required. Tenant shall not voluntarily, involuntarily or by operation of any Laws sell, convey, mortgage, assign, sublet or otherwise transfer or encumber (collectively "Transfer") all or any part of Tenant's interest in this Lease or the Premises without Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed except as otherwise provided in this Article, and any attempt to do so without this consent shall be null and void. If Tenant desires to Transfer its interest in this Lease to all or any part of the Premises, Tenant shall notify Landlord in writing. This notice shall state and/or be accompanied by: (a) the proposed effective date of the Transfer, which shall not be less than 45 days after the date of delivery of the notice, (b) a description of the portion of the Premises to be transferred; (c) a statement setting forth the name and business of the proposed Transferee; (d) a copy of the proposed Transfer agreement (and any collateral agreements) setting forth all of the terms and the financial details of the Transfer (including, without limitation, the term, the Rent and any security deposit, "key money", calculation of "Transfer Premium" as defined in Article 17.5, and amounts payable for Tenant's Property and the common use of any personnel or equipment); (e) current financial statements of the proposed Transferee certified by an independent certified public accountant and other information requested by Landlord relating to the proposed Transferee; and (f) any other information concerning the proposed Transfer which

Landlord may reasonably request. Transfer made without Landlord's prior written consent shall, at Landlord's option, be null, void, and of no effect, and constitute a default by Tenant under this Lease.

17.2 Consent by Landlord. Tenant agrees that the withholding of Landlord's consent shall be deemed reasonable if any of the following conditions are not satisfied:

(a) The proposed Transferee shall use the Premises only for the Permitted Use, and the business of the proposed Transferee is consistent with the other uses and the standards of the Building, in Landlord's reasonable judgment.

(b) On the date consent is requested, the proposed Transferee is reputable and has a net worth not less than the net worth of Tenant on the execution of this Lease, has a credit rating reasonably acceptable to Landlord, and otherwise has sufficient financial capabilities to perform all of its obligations under this Lease or the proposed sublease, in Landlord's reasonable judgment.

(c) Neither the proposed Transferee nor any person or entity that directly or indirectly controls, is controlled by, or is under common control with the proposed Transferee is an occupant of any part of the Building or has negotiated for space in the Building within a six (6) month period prior to the delivery of Tenant's written notice.

(d) The proposed Transfer would not cause Landlord to be in violation of another lease or agreement to which Landlord is a party, or would not give an occupant of the Building a right to cancel its lease.

(e) The terms of the proposed Transfer will not allow the Transferee to exercise a right of renewal, right of expansion, right of first offer, or other similar right held by Tenant, or occupy space leased by Tenant pursuant to any such right.

(f) Tenant is not in default and has not committed acts or omissions which with the running of time or the giving of notice or both would constitute a default under this Lease.

(g) Tenant has complied with the terms of this Article.

The conditions described above are not exclusive and shall not limit or prevent Landlord from considering additional factors in determining if it should reasonably withhold its consent.

17.3 Corporate and Partnership Transactions. If Tenant is a corporation, dissolution of the corporation or a transfer (by one or more transactions) of a majority of the voting stock of Tenant shall be deemed to be Transfer of this Lease subject to the provisions of this Article. However, these provisions shall not apply to transactions with a corporation into or with which Tenant is merged or consolidated or to which substantially all of Tenant's stock or assets are transferred or which controls, is controlled by, or is under common control with, Tenant, if a principal purpose of the merger or transfer is not the assignment of this Lease and Tenant's successor has a net worth not less than the net worth of Tenant on the execution of this Lease. Tenant shall cause reasonably satisfactory proof of such net worth to be delivered at least thirty (30) days prior to the effective date of the transaction. If Tenant is a partnership, a dissolution of the partnership (including a "technical" dissolution) or a transfer of the partnership interests to one

or more partners which reduces the net worth of the partners shall be deemed an assignment of this Lease subject to the provisions of this Article, regardless of whether the transfer is made by one or more transactions.

17.4 No Release of Tenant. Notwithstanding the granting of Landlord's consent, no Transfer of this Lease or the Premises shall release or alter Tenant's primary liability to pay Rent and perform all of its other obligations hereunder. The acceptance of Rent by Landlord from any person other than Tenant shall not be a waiver by Landlord of any provision hereof. Consent to one Transfer shall not be deemed to be consent to any subsequent Transfer. If any Transferee of Tenant defaults in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without proceeding against or exhausting its remedies against the Transferee. After any Transfer, Landlord may consent to subsequent Transfers, or amendments to this Lease, without notifying Tenant or any other person, without obtaining consent thereto, and without relieving Tenant of liability under this Lease.

17.5 Transfer Premium. If Landlord consents to any Transfer, Tenant shall pay the following to Landlord as Additional Rent:

(a) Tenant shall pay to Landlord 50% of any "Transfer Premium" as defined in this Article. Transfer Premium shall mean all Rent or other consideration payable by such Transferee in excess of the Monthly Rent and Additional Rent payable by Tenant under this Lease and/or collateral agreements on a per rentable square foot basis if less than all of the Premises is transferred. Transfer Premium shall also include, but not be limited to, key money, and bonus money paid by Transferee to Tenant in connection with such Transfer, and any payment in excess of fair market value for services rendered by Tenant to Transferee, or for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to Transferee in connection with such Transfer. The Monthly Rent used to calculate the Transfer Premium for a sublease shall be the Rent hereunder allocable to the subleased space for any period and shall be equal to the (Total Rent accruing during such period, multiplied by rentable area of the subleased space) / Total Area of the Premises.

(b) This Transfer Premium shall be paid by Tenant to Landlord as and when received by Tenant or, at Landlord's option, on written notice to the Transferee, Landlord may collect all or any portion of this Transfer Premium directly from the Transferee. Landlord's acceptance or collection of this Additional Rent will not be deemed to be consent to any Transfer or a cure of any default under this Article or the rest of the Lease.

17.6 Additional Terms. Within ten (10) days of written demand, Tenant shall pay the reasonable attorney's fees and other costs and expenses of Landlord in connection with any request for Landlord's consent to any Transfer.

(a) A sublease will be null and void unless it complies with the rest of this Lease and provides that: (i) it is subject and subordinate to this Lease and that if there is any conflict or inconsistency between the sublease and this Lease, this Lease will prevail; (ii) Landlord may enforce all the provisions of the sublease, including the collection of Rent; (iii) it may not be modified without Landlord's prior written consent and that any modification without this consent shall be null and void; (iv) if this Lease is terminated or Landlord re-enters or repossesses the Premises, Landlord may, at its option, take over all of Tenant's right, title and interest as sublessor and, at Landlord's option, the subtenant shall attorn to Landlord, but Landlord shall not be (x)

liable for any previous act or omission of Tenant under the sublease, (y) subject to any existing defense or offset against Tenant, or (z) bound by any previous modification of the sublease made without Landlord's prior written consent or by any prepayment of more than one month's Rent; and (v) it is ineffective until Landlord gives its written consent thereto.

(b) An assignment will be null and void unless it complies with the terms of this Lease and provides that: (i) the assignee assumes all of Tenant's obligations under this Lease and agrees to be bound by all of the terms of this Lease; and (ii) it is ineffective until Landlord gives its written consent thereto.

(c) The sublease or assignment otherwise must exactly match the proposed sublease or assignment initially submitted by Tenant. A sublease or assignment will not be effective until a fully executed counterpart is delivered to Landlord and Landlord delivers its written consent thereto.

(d) This Article is binding on and shall apply to any purchaser, mortgagee, pledgee, assignee, subtenant or other transferee or encumbrancer, at every level.

(e) Notwithstanding anything to the contrary in this Lease, if Tenant or any proposed Transferee of Tenant claims that Landlord has unreasonably withheld or delayed its consent under this Article or otherwise has breached or acted unreasonably under this Article, their sole remedy shall be a declaratory judgment and an injunction for the relief sought without any monetary damages, and Tenant waives all other remedies on its own behalf and, to the extent permitted under all Laws, on behalf of Tenant's proposed Transferee.

18. Quiet Enjoyment. So long as Tenant pays all Rent and performs all of its other obligations as required hereunder, Tenant shall during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof, and the terms of any Superior Leases and Mortgages (as defined in Article 19.1), and all other agreements or matters of record or to which this Lease is subordinate without interference by any persons lawfully claiming by or through Landlord. The foregoing covenants are in lieu of any other covenant express or implied.

19. Mortgagee Protection.

19.1 Subordination. Unless provided otherwise herein, this Lease is subject and subordinate to all present and future ground leases, lease-leaseback financing, underlying leases, mortgages, deeds of trust, or other encumbrances, renewals, modifications, consolidations, replacements, extensions thereof, or advances made thereunder, affecting all or any portion of the Premises, the Building, or the Land ("Superior Leases and Mortgages"). However, in confirmation of such subordination, Tenant shall execute, acknowledge and deliver any instrument that Landlord or the lessor, mortgagee or beneficiary under any of the Superior Leases and Mortgages may request, within ten (10) days after request. (Each of these lessors, mortgagees or beneficiaries is called a **"Landlord's Mortgagee."**) However, if Landlord, Landlord's Mortgagee or any other successor to Landlord elects in writing, this Lease shall be deemed superior to the Superior Leases and Mortgages specified, regardless of the date of recording, and Tenant will execute an agreement confirming this election on request. If Landlord's Mortgagee or its successor or any successor to Landlord succeeds to Landlord's interests under this Lease, whether voluntarily or involuntarily,

Tenant shall attorn to such person and recognize such person as Landlord under this Lease. To the extent permitted under law, Tenant waives the provisions of any current or future statute, rule, or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale.

19.2 Mortgagee's Liability. The obligations and liabilities of each of Landlord or Landlord's Mortgagees, or their successors, under this Lease shall exist only if and for so long as each of these respective parties owns fee title to the Land and the Building or is the lessee under a ground lease therefore. No Monthly Rent or Additional Rent shall be paid more than thirty (30) days prior to the due date thereof and payments made in violation of this provision shall (except to the extent that such payments are actually received by a Landlord's Mortgagee) be a nullity as against Landlord's Mortgagees or their successors and Tenant shall be liable for the amount of such payments to Landlord's Mortgagees or their successors.

19.3 Mortgagee's Right to Cure. No act or omission by Landlord which would entitle Tenant under the terms of this Lease or any Laws to be relieved of Tenant's obligations hereunder, or to terminate this Lease, shall result in a release or termination of such obligations or this Lease unless: (a) Tenant first shall have given written notice of Landlord's act or omission to Landlord and all Landlord's Mortgagees whose names and addresses shall have been furnished to Tenant; and (b) Landlord's Mortgagees, after receipt of such notice, fail to correct or cure the act or omission within a reasonable time thereafter (but in no event less than sixty (60) days). However, nothing contained in this Section shall impose any obligation on Landlord's Mortgagees to correct or cure any act or omission.

20. Estoppel Certificates. Tenant shall from time to time, within ten (10) days after request by Landlord, execute and deliver to Landlord or any other person designated by Landlord an Estoppel certificate, in form satisfactory to Landlord, which certifies: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, describes them); (b) the expiration date of the Lease Term and that there are no agreements with Landlord to extend or renew the Lease Term or to permit any holding over (or if there are any such agreements, describes them and specifies the periods of extension or renewal); (c) the date through which the Monthly Rent and Additional Rent have been paid; (d) that Landlord is not in default in the performance of any of its obligations under this Lease (or, if there are any such defaults, describes them); (e) that Tenant is not entitled to any credits, offsets, defenses or deductions against payment of the Rent hereunder (or, if they exist, describes them); and (f) such other information concerning this Lease or Tenant as Landlord or any other person designated by Landlord reasonably shall request. An Estoppel certificate issued by Tenant pursuant to this Article shall be a representation and warranty by Tenant which may be relied on by Landlord and by others with whom Landlord may be dealing, regardless of independent investigation. If Tenant fails to execute and deliver an Estoppel certificate as required hereunder, Landlord's representations concerning the factual matters covered by such Estoppel certificate, as described above, shall be conclusively presumed to be correct and binding on Tenant.

21. Default. The occurrence of any one or more of the following events shall be a default and breach under this Lease by Tenant:

(a) The vacation or abandonment of all or any portion of the Premises by Tenant for ten (10) consecutive days.

(b) The failure to accept tender of possession of the Premises or any significant portion thereof.

(c) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder for a period of Ten (10) days after such payment is due.

(d) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than those described in subparagraphs (b), (d), (e), (f), (g), (h) and (i) of this Article, where such failure shall continue for a period of fifteen (15) days after written notice thereof by Landlord to Tenant. However, if the nature of these defaults is such that more than fifteen (15) days are reasonably required to cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the fifteen (15) day period and thereafter diligently completes the cure within sixty (60) days.

(e) The making by Tenant or any guarantor of this Lease of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant or any guarantor of this Lease of a petition or order for relief under any Laws relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant or any guarantor of this Lease, the petition is dismissed within sixty (60) days); or the appointment of a trustee, custodian or receiver to take possession of substantially all of Tenant's assets or the assets of any guarantor of this Lease or of Tenant's interest in this Lease where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or judicial seizure of substantially all of Tenant's assets or of Tenant's interest in this Lease, unless discharged within thirty (30) days.

(f) The service by Landlord of a three-day notice under California Code of Civil Procedure Section 1161 on three or more occasions if the previous service of the three-day notices did not result in the termination of this Lease.

(g) A sale, conveyance, mortgage, pledge, assignment, sublease or other transfer or encumbrance, or any attempt to do so, in violation of Article 17.

(h) Tenant's failure to deliver the Estoppel certificate within the time required under Article 20, or any written instrument required under Article 19 within the time required.

(i) A default under or the repudiation of any guaranty of Tenant's obligations under this Lease.

(j) Tenant's failure to maintain the insurance policies required hereunder.

(k) The death of Tenant or, if Tenant is comprised of more than one (1) individual, the death of any of the individuals comprising Tenant.

(l) Tenant's failure to observe or perform according to the provisions of Articles 9, 10.4, and 11 within five (5) business days after notice from Landlord.

Except for the defaults specified in subparagraphs (c) and (d), all other defaults are not curable by Tenant.

22. Remedies for Default.

22.1 General. In the event of any default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, including but not limited to terminating this Lease, barring the Tenant from reentering the Premises, and removing all persons and property therefrom, which property may be stored by Landlord at a warehouse or elsewhere at risk, expense, and for the account of Tenant. If Landlord elects to terminate this Lease, Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all Liabilities incurred by Landlord or Landlord's Affiliates by reason of Tenant's default, including but not limited to: (i) the worth at the time of the award of the unpaid Monthly Rent and Additional Rent which had been earned or was payable at the time of termination; (ii) the worth at the time of the award of the amount by which the unpaid Monthly Rent and Additional Rent which would have been earned or payable after termination until the time of the award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Monthly Rent and Additional Rent which would have been paid for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all Liabilities proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Landlord in maintaining or preserving the Premises, the Building and the Land after such default, the cost of recovering possession of the Premises, advertising expenses incurred, expenses of reletting, including necessary renovation or alteration of the Premises or any portion thereof, whether for the same or different use, and any special concessions made to obtain the new tenant, Landlord's attorneys' fees and costs incurred in connection therewith, and any real estate commissions paid or payable. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the rate of eighteen percent (18%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subparagraph (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%). If Tenant abandons the Premises, Landlord shall have the option of (x) taking possession of the Premises and recovering from Tenant the amount specified in this subparagraph, or (y) proceeding under the provisions of subparagraph (b) below.

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease and at law or in equity, including the right to recover the Rent and other sums and charges as they become due hereunder.

(c) Nothing in this Article 22 shall be deemed to affect Landlord's right to indemnification for liability or liabilities arising prior to the termination of this Lease for personal injuries or property damage under the indemnification clause or clauses contained in this Lease.

(d) All rights, powers and remedies of Landlord hereunder and under any other agreement now or hereafter in force between Landlord and Tenant shall be in addition to all rights, powers and remedies given to Landlord by law, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy.

22.2 Redemption. Tenant waives any and all rights of redemption granted by or under any Laws if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the terms, covenants or conditions of this Lease, or otherwise.

22.3 Performance by Landlord. If Tenant defaults under this Lease, Landlord, without waiving or curing the default, may, but shall not be obligated to, perform Tenant's obligations for the account and at the expense of Tenant. Notwithstanding Article 21(c), in the case of an emergency, Landlord need not give any notice prior to performing Tenant's obligations.

22.4 Post-Judgment Interest. The amount of any judgment obtained by Landlord against Tenant in any legal proceeding arising out of Tenant's default under this Lease shall bear interest until paid at the maximum rate allowed by law, or, if no maximum rate prevails, at the rate of twelve percent (12%) per annum. Notwithstanding anything to the contrary contained in any Laws, with respect to any damages that are certain or ascertainable by calculation, interest shall accrue from the day that the right to the damages vests in Landlord, and in the case of any unliquidated claim, interest shall accrue from the day the claim arose.

22.5 Tenant's Waiver. To the extent permitted under law, in the event of any default, breach or violation of Tenant's rights under this Lease by Landlord, Tenant's remedies shall be an action for actual damages. Tenant hereby waives the benefit of any law granting it the right to perform Landlord's obligation.

23. Holding Over. Tenant shall not hold over in the Premises after the expiration or sooner termination of the Lease Term without the express prior written consent of Landlord. Tenant shall indemnify Landlord and Landlord's Affiliates for, and hold Landlord and Landlord's Affiliates harmless from and against, any and all Liabilities arising out of or in connection with any delay by Tenant in surrendering and vacating the Premises, including, without limitation, any claims made by any succeeding tenant based on any delay and any Liabilities arising out of or in connection with these claims. If possession of the Premises is not surrendered to Landlord on the expiration or sooner termination of the Lease Term, in addition to any other rights and remedies of Landlord hereunder or at law or in equity, Tenant shall pay to Landlord for each month or portion thereof during which Tenant holds over in the Premises a sum equal to one hundred fifty percent (150%) of the then-current Monthly Rent in addition to all other Rent payable under this Lease. If any tenancy is created by Tenant's holding over in the Premises, the tenancy shall be on all of the terms and conditions of this Lease, except that Rent shall be increased as set forth herein and the tenancy shall be a month-to-month tenancy. Nothing in this Article 23 shall be deemed to permit Tenant to retain possession of the Premises after the expiration or sooner termination of the Lease Term.

24. Indemnification and Exculpation.

24.1 Indemnification. In addition to any other indemnities required of Tenant hereunder, Tenant shall indemnify Landlord and Landlord's Affiliates for, and hold Landlord and Landlord's Affiliates harmless from, any and all Liabilities arising from or in connection with Tenant's (including Tenant's Affiliate or any person claiming under or through them), performance and obligations hereunder, or its failure to comply with any current or prospective law, except for such loss or damage caused by the sole negligence or willful misconduct of Landlord, including but not limited to, (a) the use and occupancy of the Premises by Tenant or Tenant's Affiliates; (b) the conduct of Tenant's business; (c) any breach or default by Tenant under this Lease; (d) claims by any assignee, subtenant, broker or other person if Landlord declines to consent to any assignment, sublease or other transfer or encumbrance or terminates this Lease pursuant to Article 17; and (e) any other acts or omissions of Tenant or Tenant's Affiliates or persons claiming through or under them. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

24.2 Damage to Persons or Property. Tenant assumes the risk of all Liabilities it may incur, including, but not limited to, damage or injury to persons, property and the conduct of Tenant's business (and any loss of revenue therefrom), the loss of use or occupancy of the Premises, and the items enumerated below in this Section, and waives all claims against Landlord and Landlord's Affiliates in connection therewith. Landlord and Landlord's Affiliates shall not be liable for any Liabilities incurred by Tenant or Tenant's Affiliates (including, but not limited to, the Liabilities described above in this Section) arising from or in connection with: (a) acts or omissions of any tenant of the Building or any other persons (including, but not limited to, any parking garage operators or their employees); (b) explosion, fire, steam, electricity, water, gas or rain, pollution or contamination; (c) the breakage, leakage, obstruction or other defects of plumbing, HVAC, electrical, sanitary, safety, elevator or other utilities and systems of the Building or the failure to furnish any of the foregoing; (d) any work, maintenance, repair, rebuilding or improvement performed by or at the request of Landlord or Landlord's Affiliates for the Premises, the Building or the Land; (e) any entry by Landlord or Landlord's Affiliates on the Premises; (f) any defects in the Premises, the Building, the Land or any portions thereof; (g) any interference with light or other incorporeal hereditaments; and (h) any other acts, omissions or causes. Nothing in this Section exempts Landlord for liability caused solely by its gross negligence or willful misconduct, but Landlord shall not be liable under any circumstances for consequential or punitive damages (including, but not limited to, damage or injury to persons, property and the conduct of Tenant's business [and any loss of revenue therefrom]). Tenant immediately shall notify Landlord of any defects in the Premises or the Building or any portion thereof and of any damage or injury thereto or to persons or property in or about the Premises or the Building.

24.3 Satisfaction of Remedies. Landlord and Landlord's Affiliates shall not be personally liable for the performance of Landlord's obligations under this Lease. If Tenant or Tenant's Affiliates acquire any rights or remedies against Landlord or Landlord's Affiliates (including, but not limited to, the right to satisfy a judgment), these rights and remedies shall be satisfied solely from Landlord's estate and interest in the Land and the Building (or the proceeds therefrom) and not from any other property or assets of Landlord or Landlord's Affiliates. This Section shall be enforceable by Landlord and Landlord's Affiliates.

25. Rules and Regulations. Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time in its sole discretion to make all reasonable additions and modifications to the rules

and regulations. Any additions and modifications to the rules and regulations shall be binding on Tenant when delivered to Tenant. Landlord shall not incur any Liabilities to Tenant or Tenant's Affiliates arising from or in connection with the nonperformance of any rules and regulations by any other tenants or occupants of the Building. Landlord's current rules and regulations are attached hereto as Exhibit "G."

26. Taxes.

26.1 Tenant shall be solely responsible for payment of any and all "Real Property Taxes" levied or assessed against the Premises or Tenant's interest under this Lease, including without limitation Tenant's Share of any taxes levied against the common areas, Land or Building. "Real Property Taxes" include, but are not limited to: any fees, including license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the Premises, Land or the Building; any property taxes and assessments levied on Tenant's possessory interest in the Premises, Land or Building; any tax on Landlord's right to receive, or the receipt of, rent or income from the Premises, Land or Building; any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Premises, Land or the Building; any tax imposed on this transaction or based on a reassessment of the Premises, Land or the Building due to a change in ownership or transfer of all or part of Landlord's interest in this Lease, the Premises, Land or the Building; and any charge or fee replacing any tax previously included within this definition. Real Property Taxes do not include Landlord's federal or state net income, franchise, inheritance, gift, or estate taxes.

26.2 In accordance with California Revenue and Taxation Code Section 107.6(a), Landlord hereby informs Tenant that by entering into this Lease a possessory interest in Tenant subject to property taxes may be created, and if so, Tenant or other party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Tenant shall be solely responsible for payment of any possessory interest tax levied or assessed against the Premises, improvements on the Premises, this Lease, or Tenant's Share of the Land or Building. If at any time Tenant is not separately assessed for its possessory interest and/or improvements on the Premises, Tenant shall, as Additional Rent pay to Landlord that portion of any assessment levied against or upon the Premises, the improvements on the Premises, the Building or Landlord's interest therein that represents the value of the Tenant's leasehold interest and value of the improvements of the Premises that would have been assessed and levied upon the Premises had it been assessed as such possessory interest in the Premises.

26.3 The amount of any tax or excise payable by or assessed against Tenant or the Premises, including without limitation, Real Property Taxes shall be paid by Tenant before it becomes delinquent. Tenant shall pay, or cause to be paid, before delinquency, any and all other taxes levied or assessed against Tenant's Property, Tenant's possessory interest in the Premises, Land and Building, and any leasehold improvements in the Premises which were made for Tenant or at its request. If any or all of Tenant's Property or any of these leasehold improvements are assessed and taxed with the Building, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes.

27. Brokers. Landlord and Tenant represent and warrant to each other that they have had no dealings with any broker, finder, or similar person who is or might be entitled to a commission or

other fee in connection with introducing Tenant to the Building or in connection with this Lease, except for Landlord's Broker and Tenant's Broker as may be named in Article 2. Landlord shall pay the commission due to Landlord's Broker and Tenant's Broker pursuant to a separate agreement between Landlord and such Brokers. Landlord and Tenant shall indemnify each other for, and hold the other harmless from and against, any and all claims that the indemnified party may have as a result of a breach of the foregoing representation.

28. Parking. Tenant acknowledges that no parking is provided to Tenant pursuant to this Lease. Tenant may, on a space available basis, purchase parking spaces from the City per the terms of this lease agreement. Parking rates shall be determined by Landlord at its sole discretion. Landlord at all times shall have the right to designate the particular parking area and spaces, if any, to be used by any or all of such Tenant's employees, suppliers, customers, visitors, or the like, and any such designation may be changed from time to time. Attached hereto as Exhibit "D" is a copy of the City's Parking Fee Schedule, which schedule shall be subject to change from time to time by City and/or its parking facility operator.

29. Authority to Enter into Lease. If Tenant is a corporation, each individual executing this Lease on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation, in accordance with a duly adopted resolution of the board of directors of said corporation or in accordance with the by-laws of said corporation, and that this Lease is binding on the corporation in accordance with its terms. If Tenant is a partnership, each individual executing this Lease on behalf of the partnership represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the partnership, in accordance with the partnership agreement and any statements of partnership or certificates of limited partnership of the partnership, and that this Lease is binding on the partnership in accordance with its terms. Tenant shall, within thirty (30) days of the execution of this Lease, deliver to Landlord: (a) if Tenant is a corporation, a certified copy of a resolution of the board of directors of the corporation; or (b) if Tenant is a partnership, a copy of the Statement of Partnership or Certificate of Limited Partnership of Tenant; and (c) other evidence reasonably satisfactory to Landlord authorizing or ratifying the execution of this Lease.

30. Relocation. Notwithstanding any contrary provision of this Lease, if due to excessive noise, Landlord requires the Tenant to relocate within the property or for other reasons related to Landlord's occupancy plans for the Building, then at any time during the Lease Term Landlord shall have the right, upon providing Tenant prior written notice (the "Relocation Notice"), to provide and furnish Tenant with space elsewhere in the Building or another building in the Redondo Beach Pier Plaza project comparable to the Premises and to move and place Tenant in such new space, at Landlord's sole cost and expense. Such space shall be approximately the same size as the existing Premises and shall be improved by Landlord prior to Tenant's relocation with leasehold improvements comparable to those in the existing Premises. However, if the new space does not meet with Tenant's approval, Tenant may cancel this Lease upon written notice to Landlord, which notice must be received by Landlord within ten (10) days after delivery to Tenant of the Relocation Notice, and this Lease shall terminate sixty (60) days thereafter (as if such date were the date originally provided herein for the expiration of the Lease Term) and neither party shall have any further rights or obligations hereunder. Tenant's failure to timely deliver notice to Landlord of Tenant's election to cancel this Lease shall be deemed an acceptance by Tenant of the new space set forth in the Relocation Notice, and Tenant shall vacate the Premises in accordance with said notice and/or the terms of any subsequent notice from Landlord to Tenant. Landlord shall

reimburse Tenant, within thirty (30) days after Landlord's receipt of invoices and paid receipts, for the reasonable moving, telephone installation and stationery reprinting costs actually paid for by Tenant in connection with such relocation. If Landlord moves Tenant to such new space, then this Lease and each and all of the terms, covenants and conditions hereof shall remain in full force and effect and be deemed applicable to such new space except that revised Exhibit "A" showing the location of the new space shall become a part of this Lease and Landlord and Tenant shall promptly thereafter execute an amendment to this Lease containing such revised Exhibit "A" and with the Basic Terms of this Lease, as contained in Article 2, amended, if necessary, to include and state all correct data as to the new space. Notwithstanding the foregoing provisions of this Article to the contrary, if the new space contains more floor area than the original Premises, Tenant shall not be obligated to pay any more Monthly Rent or Operating Expenses than otherwise applicable to the original Premises. Landlord and Tenant agree to cooperate fully in order to minimize the inconvenience of Tenant resulting from such relocation.

Tenant understands and agrees that Tenant is not eligible to be a "displaced person" under the California Relocation Act, which provides that a "displaced person" shall not include any person whose right of possession at the time of moving arose after the date of the public entity's acquisition of the real property. Tenant understands that Tenant is a "post-acquisition tenant" pursuant to the Relocation Assistance and Real Property Acquisition Guidelines of the California Department of Housing and Community Development, 25 Cal. Code Regs. §6000, et seq. Tenant understands that pursuant to Section 6034(b) of the California Code of Regulations, Tenant shall not be entitled to any relocation benefits or assistance if Tenant is temporarily or permanently displaced from the Premises, other than the payment which is required in the following paragraph, whether the displacement is a result of the expiration of the Term, Landlord's termination of the Lease pursuant to this Section, Landlord's pursuit of an unlawful detainer proceeding against Tenant, or for any other reason. Tenant hereby knowingly and voluntarily waives any rights Tenant may have to claim or receive any relocation assistance or benefits under state or federal law, and agrees not to file any claim or take any other action to receive such assistance or benefits.

It is strictly understood, and Tenant hereby agrees, that the Landlord reserves the unilateral right at any time, in Landlord's sole and absolute discretion, to relocate Tenant or terminate this Lease immediately if it is the opinion of the City that the parking structure is unsafe for the Tenant or the public; or upon Ninety calendar days written notice if the City intends to replace or improve the parking structure to an extent that relocation of Tenant is necessary.

31. General Provisions

31.1 Joint Obligation. If Tenant consists of more than one person or entity, the obligations of such persons or entities as Tenant shall be joint and several.

31.2 Marginal Headings. The titles to the Articles and Sections of this Lease are not a part of this Lease and shall have no effect on the construction or interpretation.

31.3 Time. Time is of the essence for the performance of each and every provision of this Lease.

31.4 Successors and Assigns. Subject to the restrictions contained in Article 17 above, this Lease binds the heirs, executors, administrators, successors and assigns of the parties hereto.

31.5 Recordation. The parties agree to record this Lease or a short form memorandum hereof pursuant to California Government Code Section 37393.

31.6 Late Charges. Tenant acknowledges that late payment of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. These costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any Superior Leases and Mortgages. Accordingly, if any installment of Monthly Rent or payment of Additional Rent due from Tenant is not received by Landlord or Landlord's designee within ten (10) days after the amount is due, Tenant shall pay to Landlord a late charge equal to six percent (6%) of the overdue amount. Acceptance of late charges by Landlord shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder or at law or in equity.

31.7 Prior Agreements; Amendment, Waiver. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. All waivers hereunder must be in writing and specify the breach, act, omission, term, covenant or condition waived, and acceptance of Rent or other acts or omissions by Landlord shall not be deemed to be a waiver. The waiver by Landlord of any breach, act, omission, term, covenant or condition of this Lease shall not be deemed to be a waiver of any other or subsequent breach, act, omission, term, covenant or condition.

31.8 Inability to Perform. Landlord shall not be in default hereunder nor shall Landlord be liable to Tenant or Tenant's Affiliates for any Liabilities if Landlord is unable to fulfill any of its obligations, or is delayed in doing so, if the inability or delay is caused by reason of accidents, breakage, strike, labor troubles, acts of God, or any other cause, whether similar or dissimilar, which is beyond the reasonable control of Landlord.

31.9 Legal Proceedings. In any action or proceeding involving or relating in any way to this Lease, the court or other person or entity having jurisdiction in such action or proceeding shall award to the party in whose favor judgment is entered the reasonable attorneys' fees and costs incurred. The party in whose favor judgment is entered may, at its election submit proof of fees and costs as an element of damages before entry of judgment or after entry of judgment in a post-judgment cost bill. Tenant also shall indemnify Landlord for, and hold Landlord harmless from and against, all Liabilities incurred by Landlord if Landlord becomes or is made a party to any proceeding or action: (a) instituted by Tenant (except to the extent resulting from Landlord's breach or material default hereunder), or by any third party against Tenant, or by or against any person holding any interest under or using the Premises by license of or agreement with Tenant; (b) otherwise arising out of or resulting from any act or omission of Tenant or such other person; or (c) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. In any circumstance where Tenant is obligated to indemnify or hold harmless Landlord or Landlord's Affiliates under this Lease, Tenant also shall defend Landlord and Landlord's Affiliates with counsel acceptable to

Landlord or, at Landlord's election, Landlord or Landlord's Affiliates may employ their own counsel and Tenant shall pay when due all attorneys' fees and costs therefore.

31.10 Conveyance of Premises. As used herein the term "**Landlord**" means only the current owner or owners of the fee title to the Building or the lessee under a ground lease of the Land. Upon each conveyance (whether voluntary or involuntary) of the Building, the conveying party shall be relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease or arising out of any act, occurrence or omission occurring after the date of such conveyance. Landlord may sell, assign, convey, encumber or otherwise transfer all or any portion of its interests in this Lease, the Premises, the Building or the Land.

31.11 Name. Tenant shall not use the name of the Building or of the development in which the Building is situated, if any, for any purpose other than as an address of the business to be conducted by Tenant in the Premises.

31.12 Severability. Any provision of this Lease which shall be held invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect.

31.13 Cumulative Remedies. No right, remedy or election hereunder or at law or in equity shall be deemed exclusive but shall, wherever possible, be cumulative with all other rights, remedies or elections.

31.14 Choice of Law. This Lease shall be governed by the laws of the State of California applicable to transactions to be performed wholly therein.

31.15 Signs. Tenant shall not place any sign on the Premises or the Building or which is visible from anywhere outside of the Premises, without Landlord's prior written consent. Landlord shall, at Landlord's cost, install one exterior sign identifying Tenant's business in the Premises above the door of the Premises (which sign shall be subject to the Rules and Regulations for the Building and Landlord's sign criteria). In addition, Tenant shall have the right to use up to two (2) lines in the Building directory to identify Tenant's business. Upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove all of Tenant's signage and repair any damage to the Building caused by such removal.

31.16 Landlord's Consent. Whenever Landlord's consent or approval is required hereunder, Landlord shall not unreasonably delay the granting or withholding of its consent or approval. Except where it is expressly provided that Landlord will not unreasonably withhold its consent or approval, Landlord may withhold its consent or approval arbitrarily and in its sole and absolute discretion.

31.17 Presumptions. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party drafting the document. It shall be construed neither for nor against Landlord or Tenant, but shall be given reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

31.18 Exhibits. All exhibits and any riders annexed to this Lease including, without limitation, Exhibits "A", "B", "C", "D", "E", "F", "G," "H", "I" and "J", as applicable, are incorporated herein by this reference.

31.19 Submission of Lease. The submission of this Lease to Tenant or its broker, agent or attorney for review or signature does not constitute an offer to Tenant to lease the Premises or grant an option to lease the Premises. This document shall not be binding unless and until it is executed and delivered by both Landlord and Tenant.

31.20 Meaning of Terms. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine and neuter genders shall each include the others, and the word "person" shall include corporations, partnerships or other entities.

31.21 Notices. All notices, demands or communications required or permitted under this Lease (the "**Notices**") shall be in writing and shall be personally delivered, sent by overnight courier, or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address set forth in Article 2. Notices to Landlord shall be delivered to the address set forth in Article 2, or such other address as Landlord may specify in writing to Tenant. Notices shall be effective upon receipt.

31.22 Lease Guaranty. This Lease is subject to and conditioned upon Tenant's delivery to Landlord, concurrently with Tenant's execution and delivery of this Lease, of a Lease Guaranty in the form of and upon the terms contained in Exhibit "E" attached hereto and incorporated herein by this reference, which shall be fully executed by the Guarantor(s) specified in Article 2 and Exhibit "E".

32. ADA and CASp Disclosure Information.

32.1 CASp Disclosure. It is acknowledged that California law requires building owners to disclose to prospective tenants any inspection reports obtained from a certified access specialist ("CASp") regarding compliance of the subject property with the applicable construction-related accessibility standards under state law prior to the execution of a lease agreement (see California Civil Code Section 1938, "CASp Disclosure Requirements"). The Premises [*check applicable disclosure*]

☒ have not undergone an inspection by a CASp.

☐ have undergone an inspection by a CASp and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

☐ have undergone an inspection by a CASp and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

32.2 Inspection Information. If an inspection was performed by a CASp and a report provided, Tenant hereby acknowledges receipt of the documents required to be delivered by Landlord in order to comply with the CASp Disclosure Requirements applicable to the Premises (the "CASp Information"). Tenant acknowledges and agrees that the CASp Information is provided for the sole purpose of complying with the CASp Disclosure Requirements and shall not

be deemed or construed as a representation or warranty under this Lease and may not be relied upon as a representation of current or future compliance with the applicable construction-related accessibility standards under state law. Tenant further covenants and agrees to keep the CASp Information strictly confidential and shall not disclose anything contained therein to any other parties, except (i) as necessary for Tenant to complete repairs and corrections of any violations of construction-related accessibility standards, and (ii) with the express written consent of Landlord

32.3 No Inspection and Statutory Notice. If no CASp inspection was done, or no disability access inspection certificate issued as described in Civil Code Section 55.53(e), or modifications/alterations have been performed since the date of the CASp Information, then Landlord hereby advises Tenant that the existing Premises have not undergone a CASp inspection, and except to the extent expressly set forth in this Lease, Landlord shall have no liability or responsibility to make any repairs or modifications to the Premises in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the premises."

Tenant agrees that any CASp inspection shall be conducted in compliance with reasonable rules in effect at the Building with regard to such inspections and shall be subject to Landlord's prior written consent.

32.4 ADA Compliance. Landlord makes no warranty or representation as to whether or not the Premises comply with the Americans with Disabilities Act (ADA) or any similar legislation because compliance with the ADA is dependent upon Tenant's specific use of the Premises. In the event that Tenant's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Tenant agrees to make any such necessary modifications and/or additions at Tenant's sole expense subject to all approval and other requirements for improvements, including without limitation, Alterations, as set forth in this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in Redondo Beach, California, as of this 19th day of August, 2025.

LANDLORD	**TENANT**
CITY OF REDONDO BEACH	**Zoila Norwood, an Individual**
	By: Zoila Norwood
James A. Light Mayor	Name: Zoila V. Norwood Title: Owner
ATTEST:	APPROVED:
Eleanor Manzano City Clerk	Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

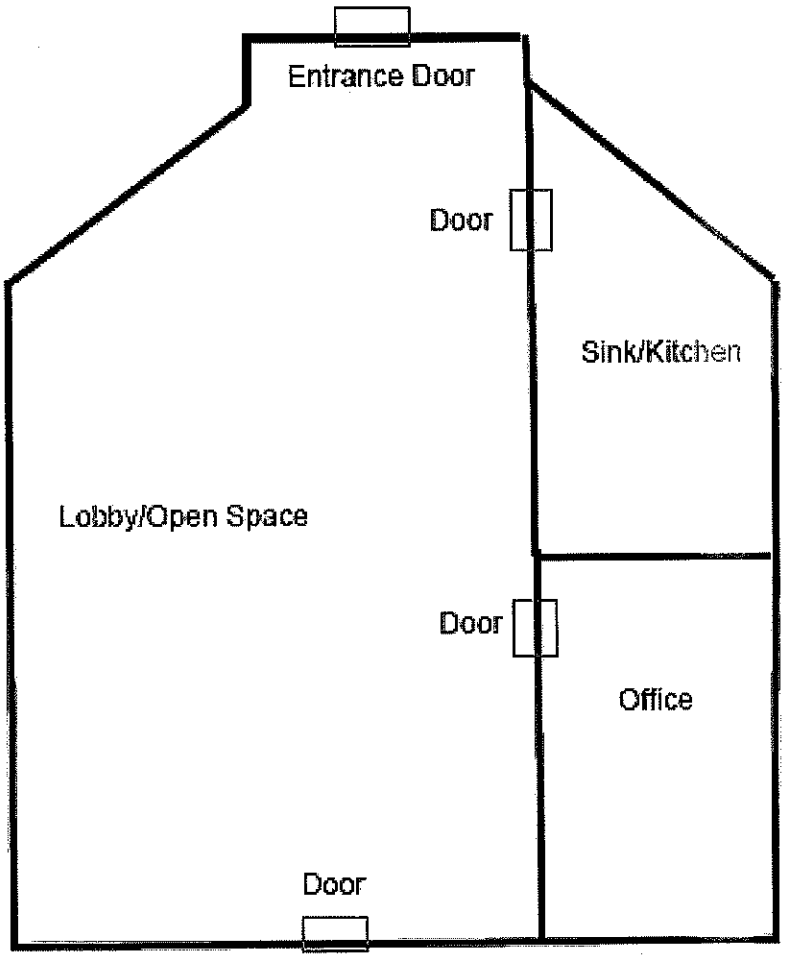
Joy A. Ford
City Attorney

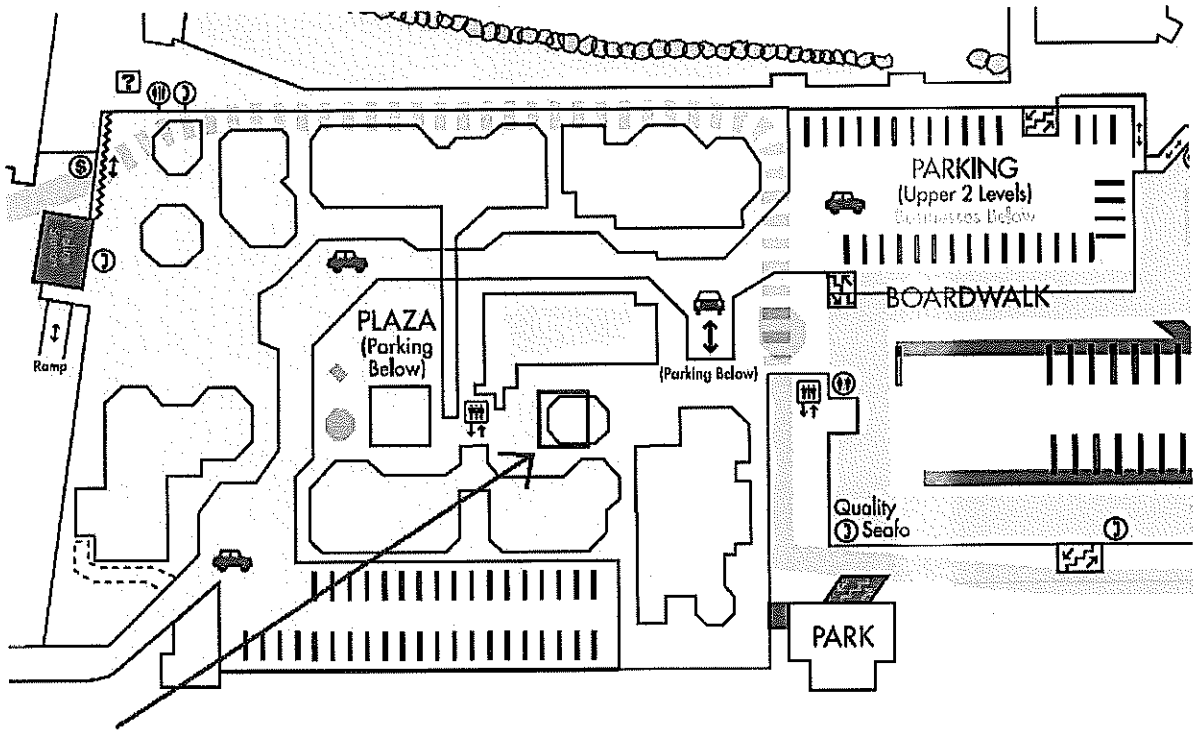
*A. If the person(s) signing this Lease on behalf of Tenant [is/are] [an] officers] of a corporation that is incorporated in California, then one of the following conditions must be satisfied: (i) This Lease must be signed by two officers, one being the Chairman of the Board, the President or a Vice President, and the other one being the Secretary, an Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer; or (ii) if clause (i) above is not satisfied, or if this Lease is signed by one person acting in two capacities, then Tenant shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Lease.

B. If the person(s) signing this Lease on behalf of Tenant [is/are] [an] officers] of a corporation that is incorporated in a state other than California, then Tenant shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Lease.

EXHIBIT A

PREMISES SITE AND FLOOR PLAN





111 W. Torrance Blvd., Suite 100

EXHIBIT B

DESCRIPTION OF PREMISES, TRADE NAME AND USE OF PREMISES

Description of Premises: Space located at 111 W. Torrance Blvd., Suite 100, Redondo Beach, CA 90277 consisting of approximately 858 rentable square feet.

Trade Name: N/A

Use of Premises: Office space, provided Tenant, if applicable, procures all necessary and proper licenses, permits and permissions from all appropriate government agencies.

EXHIBIT C

LEASE GUARANTY

THIS LEASE GUARANTY ("Guaranty") is made by Guarantor Zoila Norwood in favor of the CITY OF REDONDO BEACH, a chartered city and municipal corporation ("Landlord"), in connection with that certain lease dated as of August 19, 2025 (the "Lease") pursuant to which Landlord is to lease to Zoila Norwood, an Individual ("Tenant") those premises generally referred to as 111 W. Torrance Blvd., Suite 100, Redondo Beach, California 90277 (the "Premises").

A. Landlord requires this Guaranty as a condition to its execution of the Lease and the performance of the obligations to be performed under the Lease by Landlord.

B. Guarantor has agreed to provide this Guaranty to induce Landlord to enter into the Lease with Tenant and perform its obligations under the Lease.

In consideration of Landlord's agreement to execute the Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor does hereby agree with Landlord as follows:

1. The Lease is hereby incorporated into and made a part of this Guaranty by this reference.

2. Guarantor hereby unconditionally guarantees, as a primary obligor and not as a surety, without deduction by reason of setoff, defense or counterclaim, the full and punctual payment of all sums of rent and other amounts payable under the Lease and the full and punctual performance of all terms, covenants and conditions in the Lease to be kept, performed and/or observed by Tenant. Guarantor's obligations under this Guaranty are continuing and unconditional.

3. Guarantor hereby agrees that, without the consent of or notice to Guarantor and without affecting any of the obligations of Guarantor hereunder: (a) the Lease may be extended and any other term, covenant or condition of the Lease may be amended, compromised, released or otherwise altered by Landlord and Tenant, and Guarantor does guarantee and promise to perform all the obligations of Tenant under the Lease as so extended, amended, compromised, released or altered; (b) any guarantor of or party to the Lease may be released, substituted or added; (c) any right or remedy under the Lease may be exercised, not exercised, impaired, modified, limited, destroyed, or suspended; (d) Landlord or any other person may deal in any manner with Tenant, any guarantor, any party to the Lease or any other person; (e) Landlord may permit Tenant to holdover the Premises beyond the Lease Term; and (f) all or any part of the Premises or of Tenant's rights or liabilities under the Lease may be sublet, assigned or assumed. Without in any way limiting the foregoing, Guarantor agrees not to unreasonably withhold its consent to any sublease, assignment of the Lease or other modification of the Lease which is agreed to by Landlord and Tenant.

4. Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Landlord to proceed against Tenant, or any other guarantor or person or to pursue any other security or remedy before proceeding against Guarantor; (b) any defense based on the genuineness, validity, regularity or enforceability of the Lease; (c) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Tenant or any other person; and (d) any

right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of Tenant, of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Tenant for reimbursement. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Sections 2809, 2810 and 2845 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

5. Guarantor hereby waives and agrees not to assert or take advantage of (a) any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of any adverse change in the financial status of Tenant, notices of any other facts which increase the risk to Guarantor, notices of nonperformance and notices of acceptance of this Guaranty) and protests of each and every kind; (b) the defense of any statute of limitations in any action under or related to this Guaranty or the Lease; (c) any right or defense based on a lack of diligence or failure or delay by Landlord in enforcing its rights under this Guaranty or the Lease.

6. Guarantor hereby waives and agrees not to assert or take advantage of any right to (a) exoneration if Landlord's actions shall impair any security or collateral of Guarantor; (b) any security or collateral held by Landlord; (c) require Landlord to proceed against or exhaust any security or collateral before proceeding against Guarantor; (d) require Landlord to pursue any right or remedy for the benefit of Guarantor. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Sections 2819, 2849 and 2850 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

7. Guarantor shall not, without the prior written consent of Landlord, commence, or join with any other person in commencing, any bankruptcy, reorganization or insolvency proceeding against Tenant. Guarantor's obligations under this Guaranty shall in no way be affected by any bankruptcy, reorganization or insolvency of Tenant or any successor or assignee of Tenant or by any disaffirmance or abandonment of the Lease or any payment under this Guaranty by a trustee of Tenant in any bankruptcy proceeding including, without limitation, any impairment, limitation, or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of any federal or state bankruptcy or insolvency law or other statute or from the decision of any court. Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against Tenant relating to any indebtedness of Tenant to Guarantor and will assign to Landlord all rights of Guarantor thereunder. Landlord shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Landlord the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to Landlord all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations hereunder shall not be satisfied except to the extent that Landlord receives cash by reason of any such payment or distribution. If Landlord receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.

8. Until all the Tenant's obligations under the Lease are fully performed, Guarantor: (a) shall

have no right of subrogation or reimbursement against the Tenant by reason of any payments or acts of performance by Guarantor under this Guaranty; (b) subordinates any liability or indebtedness of the Tenant now or hereafter held by Guarantor to the obligations of the Tenant under, arising out of or related to the Lease or Tenant's use of the Premises; and (c) acknowledges that the actions of Landlord may affect or eliminate any rights of subrogation or reimbursement of Guarantor as against Tenant without any liability or recourse against Landlord. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Section 2848 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

9. Prior to the execution of this Guaranty and at any time during the Term of the Lease upon ten (10) days prior written notice from Landlord, Guarantor agrees to provide Landlord with a current financial statement for Guarantor and financial statements for Guarantor for the two (2) years prior to the current financial statement year to the extent not previously delivered to Landlord. Guarantor's financial statements are to be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Guarantor, audited by an independent certified public accountant. Guarantor represents and warrants that all such financial statements shall be true and correct statements of Guarantor's financial condition.

10. The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor relating to the Lease shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law.

11. This Guaranty applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns. This Guaranty may be assigned by Landlord voluntarily or by operation of law.

12. This Guaranty shall constitute the entire agreement between Guarantor and the Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may any guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer, director or trustee of Landlord. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof. No course of dealing between Landlord and Tenant shall alter or affect the enforceability of this Guaranty or Guarantor's obligations hereunder.

13. Guarantor hereby agrees to indemnify, protect, defend and hold Landlord harmless from and against, all losses, costs and expenses including, without limitation, all interest, default interest, post-petition bankruptcy interest and other post-petition obligations, late charges, court costs and attorneys' fees, which may be suffered or incurred by Landlord in enforcing or compromising any rights under this Guaranty or in enforcing or compromising the performance of Tenant's obligations under the Lease.

14. The term "Landlord" whenever hereinabove used refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof, whether by assignment or otherwise. The term "Tenant" whenever hereinabove used refers to and means the Tenant in the foregoing Lease

specifically named and also any assignee or subtenant of said Lease and also any successor to the interests of said Tenant, assignee or sublessee of such Lease or any part thereof, whether by assignment, sublease or otherwise including, without limitation, any trustee in bankruptcy and any bankruptcy estate of Tenant, Tenant's assignee or sublessee.

15. If any or all Guarantors shall become bankrupt or insolvent, or any application shall be made to have any or all Guarantors declared bankrupt or insolvent, or any or all Guarantors shall make an assignment for the benefit of creditors, or any or all Guarantors shall enter into a proceeding for the dissolution of marriage, or in the event of death of any or all Guarantors, notice of such occurrence or event shall be promptly furnished to Landlord by such Guarantor or such Guarantor's fiduciary. This Guarantee shall extend to and be binding upon each Guarantor's successors and assigns, including, but not limited to, trustees in bankruptcy and Guarantor's estate.

16. Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and sent by registered or certified mail, return receipt requested in accordance with the notice provisions of the Lease. The Tenant shall be deemed Guarantor's agent for service of process and notice to Guarantor delivered to the Tenant at the address set forth in the Lease shall constitute proper notice to Guarantor for all purposes. Notices to Landlord shall be delivered to Landlord's address set forth in the Lease. Landlord, at its election, may provide an additional notice to Guarantor at the address provided under Guarantor's signature below.

17. If either party hereto participates in an action against the other party arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys' fees, collection costs and other costs incurred in and in preparation for the action. Guarantor hereby waives any right to trial by jury and further waives and agrees not to assert or take advantage of any defense based on any claim that any arbitration decision binding upon Landlord and Tenant is not binding upon Guarantor.

18. Guarantor agrees that all questions with respect to this Guaranty shall be governed by, and decided in accordance with, the laws of the State of California.

19. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

20. Time is strictly of the essence under this Guaranty and any amendment, modification or revision hereof.

21. If more than one person signs this Guaranty, each such person shall be deemed a guarantor and the obligation of all such guarantors shall be joint and several. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word "person" as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

22. If Guarantor is a corporation, each individual executing this Guaranty on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Guaranty on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation, and that this Guaranty is binding upon said corporation in accordance with its terms. If Guarantor is a

corporation, Landlord, at its option, may require Guarantor to concurrently, with the execution of this Guaranty, deliver to Landlord a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Guaranty.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS CONTAINED IN THIS GUARANTY INCLUDING, WITHOUT LIMITATION, ALL WAIVERS CONTAINED IN THIS GUARANTY.

Executed on this day of , 2025.

Executed on this day of , 2025.

[If Guarantor is a married individual, Guarantor's spouse must sign this Guaranty]

Zoila Norwood

Address of Guarantor:

Address of Guarantor:

*A. If the person(s) signing this Guaranty on behalf of Guarantor [is/are] [an] officers] of a corporation that is incorporated in California, then one of the following conditions must be satisfied: (i) This Guaranty must be signed by two officers, one being the Chairman of the Board, the Owner or a Vice Owner, and the other one being the Secretary, an Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer; or (ii) if clause (i) above is not satisfied, or if this Guaranty is signed by one person acting in two capacities, then Guarantor shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Guaranty.

B. If the person(s) signing this Guaranty on behalf of Guarantor [is/are] [an] officers] of a corporation that is incorporated in a state other than California, then Guarantor shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Guaranty.

EXHIBIT D

TENANT ESTOPPEL CERTIFICATE

The undersigned, as Tenant under that certain Lease (the "Lease"), made and entered into as of August 19, 2025, by and between City of Redondo Beach, a chartered city and municipal corporation, as "Landlord," and the undersigned, as "Tenant," for the Premises outlined on Exhibit A attached to this Certificate and incorporated in it by this reference, which Premises are commonly known as Tenant Space number 111 W. Torrance Blvd., Suite 100, Redondo Beach, California, certifies as follows:

1. The undersigned has commenced occupancy of the Premises described in the Lease. The Commencement Date under the Lease is August 19, 2025. All space and improvements leased by Tenant have been completed in accordance with the provisions of the Lease, and Tenant has accepted and taken possession of the Premises. If any, all contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full.

2. The Lease is in full force and effect as of the date of this Certificate and has not been modified, supplemented, or amended in any way except as follows: _____.

3. The Lease represents the entire agreement between the parties as to the Premises.

4. Minimum Monthly Rent became payable on _____.

5. The Term began on August 19, 2025 and continues until August 18, 2030.

6. Except as indicated in paragraph 7 below, no rent has been paid in advance and no security deposit has been deposited with Landlord, except for the Security Deposit in the amount of $_____ deposited with Landlord in accordance with the Lease. There are no setoffs or credits against any rent payable under the Lease. No free periods or rental abatements, rebates, or concessions have been granted to Tenant, except as follows: _____.

7. Minimum Monthly Rent in the sum of $_____ per month has been paid through the month of _____, 20__. Monthly Percentage Rent in the sum of $_____ per month has been paid through the month of _____, 20__. Tenant's Monthly Expense Share in the sum of $_____ per month has been paid through the month of _____, 20__. Tenant's Association Share in the sum of $_____ per month has been paid through the month of _____, 20__. Additional Rent in the sum of $_____ has been paid through _____, 20__ for the following: _____.

8. As of the date of this Certificate, the undersigned has no defenses or offsets against any of Tenant's obligations under the Lease and there are no uncured defaults of Landlord or any events that (with or without the giving of notice, the lapse of time, or both) constitute a default of Landlord or Tenant under the Lease, except _____.

9. The undersigned has no rights of first refusal or options to (a) purchase all or any portion of the Premises or the Pier Plaza; or (b) renew or extend the Term, except as provided in the Lease.

10. The undersigned has not received nor is it aware of any notification from the Department of Building and Safety, the Health Department, or any other city, county, or state authority having jurisdiction that work is required to be done to the improvements constituting the Premises or the Pier Plaza or that the existing improvements in any way violate existing laws, ordinances, or regulations. Tenant has no actual or constructive knowledge of any processing, use, storage, disposal, release, or treatment of any hazardous or toxic material or substance on the Premises except as follows: _____.

11. The undersigned has no knowledge of any actions, suits, material claims, legal proceedings, or any other proceedings, including threatened or pending eminent domain proceedings, affecting the Premises, at law or in equity, before any court or governmental agency, domestic or foreign. There are no pending actions, voluntary or involuntary, under any bankruptcy or insolvency laws of the United States or any state against Tenant or any guarantor of Tenant's obligations under the Lease.

12. The undersigned has not assigned, sublet, encumbered, pledged, hypothecated, transferred, or conveyed (or suffered any of the preceding) any interest in the Lease or the Premises.

13. The undersigned represents and warrants that to the best of its knowledge all statements contained in this Certificate are true and correct.

14. The undersigned acknowledges that this Certificate may be delivered to any proposed mortgagee, trust deed beneficiary, lessor, lessee, purchaser, or successor-in-interest to Landlord, of all or any portion of the Premises or the Boardwalk. The undersigned acknowledges that it recognizes that if the same is done, the proposed mortgagee, trust deed beneficiary, lessor, lessee, purchaser, or successor-in-interest will be relying on the statements contained in this Certificate in making the lease, purchase, or loan (or in accepting an assignment of the Lease as collateral security), and that receipt by it of this Certificate is a condition of the making of such lease, purchase, or loan. Tenant will be estopped from denying that the statements made in this Certificate by Tenant are true.

15. The undersigned representative of Tenant hereby certifies that they are duly authorized to execute and deliver this Certificate on behalf of Tenant.

Executed at _____ on _____, 20__.

TENANT: Zoila Norwood, an Individual

By: _____ Title: _____

EXHIBIT E

SIGN CRITERIA

These criteria have been established for the purpose of assuring an outstanding shopping experience and for the mutual benefit of all tenants. Conformance will be strictly enforced; and any installed nonconforming or unapproved signs must be brought into conformance at the expense of the tenant. All criteria contained herein shall conform to all resolutions, ordinances, general policies and rules of the city of Redondo Beach and the city of Redondo Beach Harbor Department (the City's ordinances, resolutions, etc. shall rule in the event of any conflict).

GENERAL REQUIREMENTS

1. Each Tenant shall submit or cause to be submitted to the Landlord for approval before fabrication at least four copies of detailed drawings indicating the location, size, layout, design and color of the proposed signs, including all lettering and/or graphics.

2. All permits for signs and their installation shall be obtained by the tenant or tenant representative prior to installation which have not been done by owner previously

3. Tenant shall be responsible for the fulfillment of all requirements and specifications.

4. All signs shall be constructed and installed at tenant's expense.

5. All signs shall be reviewed by the Landlord and his designated Project Architect for conformance with this criteria and overall design quality. Approval or disapproval of sign submittal based on esthetics of design shall remain the sole right of the Landlord.

6. Tenant sign contractors to be responsible to obtain all required city and county approvals and permits, including Regional Planning and Building & Safety Division.

7. All Tenants' sign Contractors to be State licensed and shall carry appropriate insurance.

GENERAL SPECIFICATIONS

1. No projections above or below the sign panel will be permitted. Sign must be within dimensioned limits as indicated on the attached drawings.

2. Sign cabinets shall be grey non-illuminated w/white pales face 2'6" x 6" smallest 2'6" x 20" largest. Sizes are determined by store frontage. Tenant is allowed 8" of sign width for every 12" of storefront Typical 15' storefront would have a sign 2'6" x 10'.

3. Letter style will be Century ultra italic (vivid). No florescent colors.

4. Tenant shall be responsible for the cost of installation and maintenance of all signs.

5. The width of the Tenant fascia sign shall not exceed 70% of storefront. The maximum height of the tenant fascia sign shall be 30". Sign shall center on store unless prior

approvals are obtained from the Landlord/Developer

6. Tenants sign contractor shall repair any damages to the premises caused by his work.

CONSTRUCTION REQUIREMENTS

1. Signs fastening and clips are to be concealed and be of galvanized, stainless aluminum, brass or bronze metals.

2. No labels will be permitted on the exposed surface of signs, except those required by local ordinance which shall be placed in an Inconspicuous location.

3. Tenants shall have identification signs designed in a manner compatible with and complimentary to adjacent and facing storefront and the overall concept of the center.

4. Signs may be illuminated at the tenant's expense to run electrical for the signs. These signs would still meet criteria for size, lettering and color.

MISCELLANEOUS REQUIREMENTS

1. Each tenant shall be permitted to place upon each entrance of its demised premises not more than 200 square inches of decal application lettering not to exceed 6" inches in height indicating hours of business, emergency telephone numbers & etc.

2. Except as proved herein, no advertising placards, banners, pennants names, insignias, trademarks, or other descriptive material, shall be affixed or maintained upon the glass panes and supports of the show windows and doors, or upon the exterior walls of the buildings without the written previous approval of the Landlord.

3. Each tenant who has a non-customer door for receiving merchandise may apply his name on said door in 4" high block letters and in a location as directed by the Project Architect. Letters shall be placed in the middle of the said door. Where more than one tenant uses the same door, each name and address may be applied. Color of letters shall be black. Letter style shall be Century ultra italic, all capital letters. No other rear entry signs will be permitted.

4. All directory lettering will be provided by Landlord.

Landlord's Initials: _____ Tenant's Initials: Z.N

EXHIBIT F

PARKING FEE SCHEDULE

Per paragraph 18.4 of the lease and Landlord's standard parking rates in effect at the time and adjustable from time-to-time.

The current parking rates are as follows:

DAILY RATE
Summer (May 1 – September 30):
$2.00 each hour
$1.00 for the first hour on weekdays 8 am to 6 pm

Winter (October 1 – April 30):
$1.50 each hour
$1.00 for the first hour on weekdays 8 am to 6 pm

HOLIDAYS AND SPECIAL EVENTS
July 4th: Flat fee of $30 payable upon entry.

PARKING FOR THE DISABLED
Free with approved placards or license plates.

PIER/BOARDWALK EMPLOYEE MONTHLY AND YEARLY PASSES
Passes are to be purchased by business owners/managers to satisfy employment verification; parking spaces are occupied on a first-come, first-served basis; passes do not guarantee a parking space.
Annual Employee Passes (January 1 – December 31):

a. Annual Pass – 7 days/week in Pier Parking Structure, Plaza Parking Structure, or Marina Parking Lot: **$35/month or an early discounted rate of $280.00 if the pass is purchased in January** (Purchases after January 31 will be prorated at the rate of $35/month times the number of months remaining in the year.)

Summer Season Employee Passes (May 1 – September 30):

a. Summer Pass – 7 days/week in Pier Parking Structure, Plaza Parking Structure, or Marina Parking Lot: **$35/month or an early special rate of $120.00 if the pass is purchased in May** (Purchases after May 31 will be prorated at the rate of $35/month times the number of months remaining in the summer.)

EXHIBIT G

RULES AND REGULATIONS

1. The sidewalks, halls, passages, exits, entrances, elevators, escalators and stairways of the Building shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress to and egress from their respective premises. The halls, passages, exits, entrances, elevators, escalators and stairways are not for the general public and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No tenant and no agent, employee, contractor, invitee or licensee of any tenant shall go upon the roof of the Building. Landlord shall have the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to any tenant therefor, to change the arrangement or location of entrances or passageways, doors or doorways, corridors, elevators, stairs, toilets and other common areas of the Building.

2. No sign, placard, picture, name, advertisement or notice visible from the exterior of any tenant's premises shall be inscribed, painted, affixed or otherwise displayed by any tenant on any part of the Building without the prior written consent of Landlord except that Tenant shall have the right, at its sole cost, to place its name on the door of the Premises. Landlord will adopt and furnish to tenants general guidelines relating to signs inside the Building. Tenants shall conform to such guidelines. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of any such tenant by a person approved by Landlord. Material visible from outside the Building will not be permitted.

3. The premises shall not be used for lodging. No cooking shall be done or permitted on the premises except that private use by any tenant of Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages, for preparation of meals by employees of any such tenant in a manner customary for an employee lounge or lunchroom, and for catering to serve food in connection with meetings or receptions will be permitted, provided that such use is in accordance with all applicable federal, state and municipal laws, codes, ordinances, rules and regulations.

4. No tenant shall employ any person or persons other than the janitor of Landlord for the purpose of cleaning its premises unless otherwise agreed to by Landlord in writing. Except with the written consent of Landlord, no person or persons other than those approved by Landlord shall be permitted to enter the Building for the purpose of cleaning the same. No tenant shall cause any unnecessary labor by reason of such tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to any tenant for any loss of property on the premises, however occurring, or for any damage done to the effects of any tenant by the janitor or any other employee or any other person. Tenant shall pay to Landlord the cost of removal of any of tenant's refuse and rubbish, to the extent that the same exceeds the refuse and rubbish usually attendant upon the use of tenant's premises as offices. Janitor service will not be furnished on nights when rooms are occupied after 9:00 P.M. unless, by agreement in writing, service is extended to a later hour for specifically designated rooms.

5. Landlord will furnish each tenant without charge with two (2) keys to each door lock provided in the premises by Landlord. Landlord may make a reasonable charge for any additional keys. No tenant shall have any such keys copied or any keys made. No tenant shall alter any lock or install a new or additional lock or any bolt on any door of its premises. Each tenant, upon the termination of its lease, shall deliver to Landlord all keys to doors in the Building.

6. Landlord shall designate appropriate entrances and a freight elevator for deliveries or other movement to or from the premises of equipment, materials, supplies, furniture or other property, and tenants shall not use any other entrances or elevators for such purposes. The freight elevator shall be available for use by all tenants in the Building subject to such reasonable scheduling as Landlord in its discretion shall deem appropriate. All persons employed and means or methods used to move equipment, materials, supplies, furniture or other property in or out of the Building must be approved by Landlord prior to any such movement. Landlord shall have the right to prescribe the maximum weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by Landlord, stand on a platform of such thickness as is necessary properly to distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause, and all damage done to the Building by moving or maintaining such property shall be repaired at the expense of tenants.

7. No tenant shall use or keep in the premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities thereof reasonably necessary for the operation or maintenance of office equipment. No tenant shall use any method of heating or air conditioning other than that supplied by Landlord. No tenant shall use or keep or permit to be used or kept any foul or noxious gas or substance in the premises, or permit or suffer the premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, or interfere in any way with other tenants or those having business in the Building, nor shall any animals or birds be brought or kept in the premises or the Building. All materials stored in the Premises by Tenant shall be stored in compliance with all applicable laws and shall not exceed the maximum floor load for the Premises as reasonably determined by Landlord.

8. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name or street address of the Building.

9. Except as expressly set forth in the Lease, Landlord establishes the hours of 8 A.M. to 6 P.M. Monday through Friday, and Saturday 9:00 A.M. to 1:00 P.M., except legal holidays, as reasonable and usual business hours. If during any other hours or any other days, tenant desires to have any services or utilities supplied to tenant, and if Landlord is able to provide the same, tenant shall pay Landlord such charge as Landlord shall establish from time to time for providing such services or utilities during such hours. Any such charges which such tenant is obligated to pay shall be deemed to be additional rent under such tenant's lease.

10. The Building's air conditioning system achieves maximum cooling when the drapes and windows are closed. Landlord shall not be responsible for the room temperature if tenant does not keep all drapes and windows in the premises closed whenever the system is in operation. Tenant agrees to cooperate fully at all times with Landlord and to abide by all regulations and requirements which Landlord may prescribe for the proper functioning and protection of said air conditioning

system. Tenant agrees not to connect any apparatus device, conduit or pipe to the Building chilled and hot water conditioning supply lines. Tenant further agrees that neither tenant nor its servants, employees, agents, visitors, licensees or contractors shall at any time enter mechanical installations or facilities of the Building or adjust, tamper with, touch or otherwise in any manner affect said installations or facilities.

11. Electric current is furnished as required by the Building standard office lighting and fractional horsepower office business machines in the amount of approximately four (4) watts per square foot. The tenant agrees, should its electrical installation or electrical consumption be in excess of the aforesaid quantity or extend beyond normal business hours, to reimburse Landlord monthly for the measured consumption under the terms, classifications and rates charged to similar consumers by said public utilities serving in the neighborhood in which the Building is located. If a separate meter is not installed at tenant's cost, such excess cost will be established by an estimate agreed upon by Landlord and tenant, and if the parties fail to agree, as established by an independent licensed engineer. Tenant agrees not to use any apparatus or device in, or upon, or about the premises which will in any way increase the amount of such services usually furnished or supplied to said premises, and tenant further agrees not to connect any apparatus or device or wires, conduits or pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services without written consent of Landlord. Should tenant use the same to excess, the refusal on the part of tenant to pay, upon demand of Landlord, the amount established by Landlord for such excess charge shall constitute a breach of the obligation to pay rent current under tenant's lease and shall entitle Landlord to the rights therein granted for such breach. At all times tenant's use of electric current shall never exceed the capacity of the feeders to the Building or the risers or wiring installation.

12. Water will be available in public areas for drinking and lavatory purposes only, but if tenant requests, uses or consumes water for any purpose in addition to ordinary drinking and lavatory purposes, of which fact tenant constitutes Landlord to be the sole judge, Landlord may install a water meter and thereby measure tenant's water consumption for all purposes. Tenant shall pay Landlord for the cost of the meter and the cost of the installation thereof and throughout the duration of tenant's occupancy, tenant shall keep said meter installation equipment in good working order and repair at tenant's own cost and expense, in default of which Landlord may cause such meter and equipment to be replaced or repaired and collect the cost thereof from tenant. Tenant agrees to pay for water consumed, as shown on said meter, as and when bills are rendered, and on default in making such payment, Landlord may pay such charges and collect the same from tenant. Any such costs or expenses incurred, or payments made by Landlord for any of the reasons or purposes hereinabove stated shall be deemed to be additional rent, payable by tenant, and collectible by Landlord as such.

13. Landlord reserves the right to stop service of the elevator, plumbing, ventilating, air conditioning and electric systems, when necessary, by reason of accident or emergency or for repairs, alterations or improvements, in the judgment of Landlord desirable or necessary to be made, until said repairs, alterations or improvements shall have been completed, and shall further have no responsibility or liability for failure to support elevator facilities, plumbing, ventilating, air conditioning or electric service, when prevented from doing so by strike or accident or by any cause beyond Landlord's reasonable control or by laws, rules, orders, ordinances, directions, regulations or requirements of any federal, state, county or municipal authority or failure of gas, oil or other suitable fuel supplied or inability by exercise of reasonable diligence to obtain gas, oil

or other suitable fuel. It is expressly understood and agreed that any covenants on Landlord's part to furnish any service pursuant to any of the terms, covenants, conditions, provisions or agreements of tenant's lease or to perform any act or thing for the benefit of tenant, shall not be deemed breached if Landlord is unable to furnish or perform the same by virtue of a strike or labor trouble or any other cause whatsoever beyond Landlord's control.

14. Landlord reserves the right to exclude from the Building between the hours of 6 P.M. and 8 A.M. Monday through Friday and at all hours on Saturdays, Sundays and legal holidays all persons who do not present identification acceptable to Landlord. Each tenant shall provide Landlord with a list of all persons authorized by such tenant to enter its premises and shall be liable to Landlord for all acts of such persons. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of the same by such action as Landlord may deem appropriate, including closing doors.

15. The directory of the Building will be provided for the display of the name and location of tenants and the principal officers and employees of tenants (not to exceed two (2) names per one thousand (1,000) rentable feet in the Premises) at the expense of such tenant. Periodic revisions and updating shall be provided by Landlord without charge.

16. No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window of the Building without the prior written consent of Landlord. In any event, with the prior written consent of Landlord, such items shall be installed on the office side of Landlord's standard window covering and shall in no way be visible from the exterior of the Building. Tenants shall keep window coverings closed when the effect of sunlight (or the lack thereof) would impose unnecessary loads on the Building's heating or air conditioning system.

17. No tenant shall obtain for use in the premises ice, drinking water, food, beverage, towel or other similar services, except at such reasonable hours and under such reasonable regulations as may be established by Landlord.

18. Each tenant shall ensure that the doors of its premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before such tenant or such tenant's employees leave the premises so as to prevent waste or damage, and for any default or carelessness in this regard, such tenant shall compensate for all injuries sustained by other tenants or occupants of the Building or Landlord. On multiple-tenancy floors, all tenants shall keep the doors to the Building corridors closed at all times except for ingress and egress.

19. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be paid by the tenant who, or whose agent, employee, contractor, invitee or licensee, caused it.

20. Except with the prior written consent of Landlord, no tenant shall sell at retail newspapers, magazines, periodicals, theater or travel tickets or any other goods or merchandise to the general

public in or on the premises, nor shall any tenant carry on or permit or allow any employee or other person to carry on the business of stenography, typewriting, printing or photocopying or any similar business in or from the premises for the service or accommodation of occupants of any other portion of the Building, nor shall the premises of any tenant be used for manufacturing of any kind, or any business activity other than that specifically provided for in the tenant's lease.

21. No tenant shall install any radio or television antenna, loudspeaker, or other device on the roof or exterior walls of the Building. No television or radio or recorder shall be played in such a manner as to cause a nuisance to any other tenant.

22. There shall not be used in any space, or in the public halls of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord approves. No other vehicles of any kind shall be brought by any tenant into the Building or kept in or about its premises.

23. Each tenant shall store all its trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the vicinity of the Building, without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.

24. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building are prohibited, and each tenant shall cooperate to prevent the same.

25. The requirements of tenants will be attended to only upon application in writing at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

26. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

27. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provisions of any lease of premises in the Building.

28. Landlord reserves the right to make such other rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein.

29. All construction projects and tenant improvement work must conform to the General Construction and Building Rules.

30. Tenant agrees that all employees will park on the lower levels of the parking structure and that the surface level parking spaces are to be reserved for customers and service providers.

31. Tenant agrees to limit the sale of Beer and Alcohol to:

What is allowed under the lease agreement.

32. Tenant shall display signage indicating that a "no shirt, no shoes, no service" policy is in effect.

EXHIBIT H

LEASE CONFIRMATION

TO: Tenant

DATED:

Re: Lease dated August 19, 2025 by and between CITY OF REDONDO BEACH, a chartered city and municipal corporation, as Landlord, and Zoila Norwood, an Individual, as Tenant (the "Lease") for those premises generally referred to as 111 W Torrance Blvd, Suite 100, Redondo Beach, CA 90277 (the "Premises").

Please acknowledge that the Commencement Date of the Lease is August 19, 2025 and that the Expiration Date of the Lease is August 18, 2030, unless earlier terminated.

Very truly yours,

_____

Agent for "Landlord"

Tenant hereby confirms the information set forth above, and further acknowledges that Landlord has fulfilled its obligations under the above-referenced Lease.

Zoila V Norwood

By:

Title: Owner

EXHIBIT I

Tenant Improvements Reimbursement

Landlord will provide cleaning, repair or replace any damaged ceiling tiles, exterior doors and windows and window blinds as needed. Otherwise, Tenant to take the space "As-is".

EXHIBIT J

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: City Clerk

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into as of August 19, 2025, by and between the CITY OF REDONDO BEACH, a chartered municipal corporation, hereinafter referred to as the "Landlord," and Zoila Norwood, an Individual, hereinafter referred to as "Tenant."

RECITALS

A. Landlord and Tenant have entered in a Lease (the "Lease") dated August 19, 2025, for certain premises which are located on real property which is legally described in Exhibit A attached hereto and incorporated herein by reference (the "Premises"). Copies of the Lease are available for public inspection at Landlord's office at 415 Diamond Street, Redondo Beach, CA 90277.

B. The Lease provides that a short form memorandum of the Lease shall be executed and recorded in the Official Records of Los Angeles County, California.

NOW, THEREFORE, the parties hereto certify as follows:

1. Landlord, pursuant to the Lease, has leased the Premises to the Tenant upon the terms and conditions provided for therein, generally for the purposes of office space.

2. Unless earlier terminated, the term of the Lease shall expire on August 18, 2030.

3. This Memorandum is not a complete summary of the Lease and shall not be used to interpret the provisions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD

CITY OF REDONDO BEACH

_____
James A. Light
Mayor

TENANT

Zoila Norwood

By: Zoila V. Norwood
Name: Zoila V. Norwood
Title: Owner

ATTEST:

_____
Eleanor Manzano
City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford
City Attorney

EXHIBIT "A" TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

The space located at 111 W. Torrance Boulevard, Suite 100, Redondo Beach, consisting of approximately 858 rentable square feet as more particularly depicted on the attached site plan of the Premises.

The Premises are located on the first floor of a structure at the southeast portion of the office and retail development, a development of approximately 66,000 square feet, situated on top of the Redondo Beach Pier Parking structure, a structure of approximately 520,000 square feet and over 1,000 parking spaces located at the western terminus of Torrance Boulevard in the city of Redondo Beach.

A Portion of the APN: 7505-002-908

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

State of California }
} ss.
County of Los Angeles }

On 29 July, 2025, before me, Zack Schwartz, a Notary Public, personally appeared, Zaila V Norwood, 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)

ZACK SCHWARTZ
Notary Public - California
Los Angeles County
Commission # 2447836
My Comm. Expires May 25, 2027

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

State of California }
} ss.
County of Los Angeles }

On _____, 20__, before me,_____, a Notary Public, personally appeared, ,_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

_____

(seal)

Administrative Report

H.17., **File #** 25-1107 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

TITLE

ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2508-065, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROPRIATING $34,750 FROM THE UNALLOCATED GENERAL FUND BALANCE TO THE CITY MANAGER'S OFFICE CONTRACTUAL AND PROFESSIONAL SERVICES ACCOUNT

APPROVE AN AGREEMENT WITH FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES, INC. TO CONDUCT PUBLIC OPINION SURVEY RESEARCH ASSOCIATED WITH THE CITY'S COMMERCIAL RETAIL CANNABIS REGULATORY PROGRAM IN AN AMOUNT NOT TO EXCEED $34,750 FOR THE TERM AUGUST 19, 2025 TO AUGUST 18, 2026

EXECUTIVE SUMMARY

On August 12, 2025, the City Council directed staff to prepare an agreement with Fairbanks, Maslin, Maullin, Metz & Associates, Inc. (FM3) to conduct a public opinion survey on the City's Commercial Retail Cannabis (CRC) Regulatory Program and the potential solicitation of Commercial Retail Cannabis Permit Applications. The proposed Agreement includes the surveying of 500 registered voters for a total not to exceed cost of $34,750. To pay for this work, the City Council directed staff to prepare a budget modification resolution to appropriate funds from the roughly $75,000 of unallocated General Fund balance that remained following adoption of the Fiscal Year 2025-26 Budget.

BACKGROUND

In March 2025, the City Council adopted three ordinances to codify the CRC Regulatory Program in the Redondo Beach Municipal Code (RBMC), which gave the City discretion in deciding whether to invite applications for commercial retail cannabis permits. On July 1, 2025, the City Council considered initiating the City's CRC Permit Application Process and authorizing the release of a Request for CRC Permit Applications (RFA). Following the discussion, the City Council directed staff to engage a public opinion research firm to survey residents before reconsidering the release of the RFA.

The City solicited a proposal from FM3 to conduct a public opinion survey. FM3 is a highly regarded firm known for delivering statistically valid surveys. It is also the firm the City used to conduct a public opinion survey related to the City's consideration of a public safety facilities improvement bond in 2024, which later became Measure FP. The interviews to be conducted by FM3 would be through telephone and online communication methods. Potential participants would be contacted via

telephone, email, and/or text invitations, and the survey would be available in both English and Spanish.

On August 12, 2025, the City Council discussed the survey options and directed staff to prepare an agreement with FM3 to survey 500 registered voters for a total cost of $34,750. City Council also expressed interest in a modified moderate level of involvement in the development of the survey questionnaire, requesting that staff return with a draft approach for review and input prior to launching the survey.

COORDINATION

The City Manager's Office prepared this report. The City Attorney's Office approved the Agreement and Resolution as to form.

FISCAL IMPACT

Should the City Council approve the Budget Modification Resolution, $34,750 from the roughly $75,000 of unallocated Fiscal Year 2025-26 General Funds would be appropriated to the City Manager's Office Contractual and Professional Services Account to pay for the proposed contract.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2508-065 authorizing a budget modification for FY 2025-26
- Agmt - Fairbank, Maslin, Maullin, Metz & Associates, Inc.
- Insurance - Fairbank, Maslin, Maullin, Metz & Associates, Inc.

RESOLUTION NO. CC-2508-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2025-2026 FISCAL YEAR BUDGET MODIFICATION TO APPROPRIATE $34,750 OF UNALLOCATED GENERAL FUND BALANCE TO THE CITY MANAGER'S OFFICE CONTRACTS AND PROFESSIONAL SERVICE BUDGET

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

WHEREAS, On July 1, 2025, the City Council voted to conduct a community survey regarding the City's Commercial Retail Cannabis Regulatory Program and the possible issuance of permit applications; and

WHEREAS, the City received a proposal from Fairbank, Maslin, Maullin, Metz & Associates (FM3) to conduct the survey in an amount not to exceed $34,750; and

WHEREAS, as part of the approved motion, the Council directed staff to allocate unallocated General Fund balance to cover the cost of the survey; and

WHEREAS, the City's adopted budget needs to be modified to appropriate the funds to cover the cost of the survey.

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

SECTION 1: That the amounts allocated in the budget for Fiscal Year 2025-2026 and the amounts required to meet conditions which have arisen during the budget year, require a modification in the budget appropriations; and, upon recommendation of the City Manager, the budget appropriation as adopted for Fiscal Year 2025-2026 is modified as follows:

Appropriate $34,750 of unallocated General Fund balance to the City Manager's Office Contracts and Professional Services account to the cover the costs of the survey.

SECTION 2: Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2025-2026 in accordance with the above modification.

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 Resolution.

PASSED, APPROVED AND ADOPTED this 19th day of August, 2025.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

ATTEST:

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-2508-065 was duly passed, approved and adopted by the City Council held on the 19th day of August, 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Eleanor Manzano, CMC, City Clerk

AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES, INC.

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES, INC., a California corporation ("Contractor" or "FM3").

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, employment laws, and non-discrimination 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, or military and veteran status. 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 19th day of August, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

Fairbank, Maslin, Maullin, Metz & Associates, Inc., a California corporation

By:_____
Name:Richard Bernard
Title: Partner

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONTRACTOR'S DUTIES

Contractor shall perform the following duties:

- Conduct a survey to assess local opinions of the City of Redondo Beach's Commercial Retail Cannabis (CRC) Regulatory Program and the potential issuance of CRC Permit Applications.
- Work with the City to develop survey questions that will provide the City Council the information it needs to make a well-informed decision regarding Commercial Retail Cannabis.
- The research specifications and costs below are provided for "up to 15 minutes" for the survey length and FM3 shall pro-rate costs to the final length of the survey interviews.

Research Methodology	Dual-mode survey using a combination of telephone (cellular and landline) and online interviews
Contact Methods	Telephone calls, email invitations, and text invitations
Sample	400-500 registered voters or residents ages 18 and over
Margin of Sampling Error	* ±4.9% for a sample of 400 interviews ±4.4% for a sample of 500 interviews *At the 95% confidence level (i.e., in 95 out of 100 cases)
Survey Length	15 minutes for the average respondent
Languages	English and Spanish
Cost	The cost of the survey with these specifications are up to $34,750. The amount is comprehensive, and includes all costs for questionnaire design, sample acquisition and preparation, programming, email and text message invitations, survey hosting, bilingual telephone interviewing, data entry and analysis, and reporting.

Upon conclusion of the survey, the City shall receive the following documents:

- The survey questionnaire
- A complete analysis of survey results in PowerPoint
- A presentation of the survey results to staff, Council Members, and other stakeholders.

Finally, after FM3's final deliverables have been completed, FM3 shall remain available to answer follow-up questions and to present results to additional key stakeholders. FM3 views the responses to the survey as an ongoing data resource; if needed, FM3 can conduct further analysis to provide answers to any follow-up questions.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

Term. This Agreement shall commence on August 19, 2025 and shall continue until August 18, 2026, 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**. The total not to exceed amount for the survey with the specifications described in Exhibit A is $34,750. The amount is comprehensive, and includes all costs for questionnaire design, sample acquisition and preparation, programming, email and text message invitations, survey hosting, bilingual telephone interviewing, data entry and analysis, and reporting.

2. **METHOD OF PAYMENT**. Contractor 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. Contractor 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 Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

   Contractor: Fairbank, Maslin, Maullin, Metz & Associates
   12100 Wilshire Blvd., Suite 350
   Los Angeles, CA 90025
   Attention: Richard Bernard, rbernard@fm3research.com

   City: City of Redondo Beach
   415 Diamond Street
   Redondo Beach, CA 90277
   Attention: Jane Chung, jane.chung@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 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.

FM3 RESEARCH INSURANCE COVERAGES AND LIMITS

(Updated May 22, 2025)

This document is intended to assist those drafting a contract or letter of agreement with Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3) by providing pertinent details about the kinds of insurance FM3 maintains.

INSURANCE (PROPERTY AND BUSINESS LIABILITY)

Carrier:	Sentinel Insurance Company LTD (The Hartford Group)
Rating:	A XV
Broker:	O'Kane & Tegay Insurance Brokers
Commercial General Liability:	$1,000,000 (each occurrence) $10,000.00 Medical Expense (any one person) $1,000,000 Personal and Advertising Injury $1,000,000 Damages to Rented Premises (fire, lightening, explosion) $2,000,000 General Aggregate (per policy period) $2,000,000 Products/Completed Operations Aggregate
Automobile Liability:	$1,000,000 Hired/Non-Owned Auto Liability (We do not own our own vehicles, and therefore, do not have "owned" auto liability insurance)
Umbrella/Excess Liability:	$4,000,000 (each occurrence) $4,000,000 Aggregate (per policy period)

INSURANCE (PROFESSIONAL LIABILITY, AKA ERRORS AND OMISSIONS)

Carrier:	Bridgeway Insurance Company
Rating:	A
Broker:	O'Kane & Tegay Insurance Brokers
Professional Liability Standard Form Policy Limits	$2,000,000 (each occurrence) $4,000,000 (annual aggregate) $25,000 (deductible)

12100 Wilshire Boulevard, Suite 350 | Los Angeles, CA 90025
Phone: (310) 828-1183 | Fax: (310) 453-6562

2054 University Ave., Suite 600 Berkeley, CA 94704
Phone: (510) 451-9521 | Fax: (510) 451-0384

FM3 Research Insurance Coverages and Limits Effective 2-21-2025

INSURANCE (WORKERS COMPENSATION)

Carrier:	Hartford Casualty Insurance Company
Broker:	O'Kane & Tegay Insurance Brokers
Rating:	A-
Policy Limits:	$1,000,000 Bodily Injury by Accident (each accident) $1,000,000 Bodily Injury by Disease (policy limit) $1,000,000 Bodily Injury by Disease (each employee)

INSURANCE (Cyber Liability)

Carrier:	Coalition Insurance Company
Broker:	O'Kane & Tegay Insurance Brokers
Rating:	A-
Policy Limits:	$1,000,000 Cyber Liability

(And see attached sample certificate of workers compensation insurance)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/22/2025

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
O'Kane & Tegay Insurance Brokers
P.O. Box 27556
San Francisco CA 94127

CONTACT NAME: Willis Wong
PHONE (A/C, No, Ext): 415-242-8777 **FAX (A/C, No):** 415-661-2540
E-MAIL ADDRESS: wwong@okaneins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Bridgeway Insurance Company	
INSURER D : Coalition Insurance Company	29530
INSURER E :	
INSURER F :	

INSURED FAIRMAS-01
Fairbank, Maslin, Maullin, Metz & Associates FM3 and FM3 Research
2054 University Avenue, Suite 600
Berkeley CA 94704

COVERAGES **CERTIFICATE NUMBER:** 2130881841 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			57SBABH2X3J	1/13/2025	1/13/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 10,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	**AUTOMOBILE LIABILITY**			57SBABH2X3J	1/13/2025	1/13/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** X OCCUR			57SBABH2X3J	1/13/2025	1/13/2026	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			57WECRT6521	1/13/2025	1/13/2026	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability/E&O			7GA7PL000188301	1/13/2025	1/13/2026	E&O-Each Claim Limit	2,000,000
D	Cyber Liability			C-4MQ8-577794-CYBER-2025	4/11/2025	4/11/2026	E&O-In the Aggregate	4,000,000
							Cyber Liability	1,000,000

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

CERTIFICATE HOLDER

Insured Copy

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Charles H. Tyghe

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Administrative Report

H.18., **File #** 25-1081 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: EUGENE SOLOMON, CITY TREASURER

TITLE

RECEIVE AND FILE THE CITY TREASURER'S FOURTH QUARTER, FISCAL YEAR 2024-25 REPORT

EXECUTIVE SUMMARY

Please see attached quarterly administrative report.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Administrative Report - City Council, City Treasurer's Fourth Quarter 2024-25 Report
- Investment Report - Meeder Public Funds, June 30, 2025

Administrative Report

Date: August 19, 2025

To: **MAYOR AND CITY COMMISSION**

From: **EUGENE SOLOMON, CITY TREASURER**

Subject: **CITY TREASURER'S FOURTH QUARTER 2024-25 REPORT**

EXECUTIVE SUMMARY

The City Treasurer manages the City's cash flows while earning a competitive rate of return on investments within the constraints of the City's investment policy and state law. This City Treasurer's report for the fourth quarter of fiscal year 2024-2025 details the composition of the investment portfolio and investment transactions that occurred during the period from April to June 2025. Meeder Investment serves as an investment advisor to the City Treasurer. The Meeder Investment report with this package includes a comprehensive analysis of the City's investment portfolio and investment market trends.

Notable sections of this report include:

- Treasurer's Portfolio Summary
- Investment Reporting Guidelines
- Investment Report by Meeder Investment
    - Portfolio Summary
    - Investment Policy Compliance Report
    - Investment Activity Report
    - Economic and Market Update

City Treasurer's Portfolio Summary

The market value of the City's general investment portfolio changed to $74.96MM from $90.28MM at the end of the prior quarter. This change in the investment portfolio resulted from anticipated fluctuations in cash flow trends for both general operations and the capital improvement program's revenue and spending.

Investment portfolio liquidity is 25% of the portfolio, having maturities of one year or less. The Bank of America General Fund Checking Account ending balance was $9,865,121. It earned a rate of 3.75% to offset the expenses of banking support services.

QOQ Comparison of Investment Portfolio Positions

Portfolio positions at the end of each quarter are listed by investment type, dollar amount, and percentage mix of the overall general investment portfolio:

Composition of Portfolio 2020-Present
Comparison of Investment Portfolio Positions

FY 2024-2025

Comparison of Investment Portfolio Positions F.Y. 2024-2025								
	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
Investment Type		%		%		%		
Cash in Banks	$7,621,789	*	$25,487,932	*	$13,508,000	*	$ 9,865,121	*
Money Market	$6,410,529	6.86%	$125,864	0.17%	$10,816,724	12.84%	$ 22,461,667	24.88%
Local Agency Investment Fund	$104,103	0.11%	$105,337	0.14%	$106,563	0.13%	$ 107,737	0.12%
Federal Agency Issues	$35,668,724	38.19%	$31,704,178	41.47%	$28,743,576	33.69%	$ 24,794,460	27.18%
Commercial Paper	$0	0.00%	$0	0.00%	$0	0.00%	$ -	0.00%
Corporate Medium Term Notes	$12,463,061	13.35%	$12,495,672	16.69%	$12,527,582	14.93%	$ 10,548,423	11.74%
Bank Certificates of Deposit	$247,995	0.27%	$0	0.00%	$0	0.00%	$ -	0.00%
Treasuries	$38,496,825	41.22%	$31,755,588	41.53%	$32,804,960	38.41%	$ 32,890,362	36.09%
Total: Investment Portfolio	$93,391,237	100%	$76,186,640	100.0%	$84,999,404	100.00%	$ 90,802,649	100.00%
Weighted Average Maturity (Yrs)	1.45		1.46		1.12		0.76	
Portfolio Effective Rate of Return (YTD)	3.21%		3.08%		3.26%		3.07%	
L.A.I.F. Yield	4.58%		4.52%		4.31%		4.27%	
Yield on Benchmark	4.21%		4.38%		4.45%		4.40%	
Interest earned YTD	$615,313.46		$1,070,841.28		$1,604,265		$2,793,124	
General Fund Contribution (60%)	$369,188		$642,505		$962,559		$1,675,874	

FY 2023-2024

Comparison of Investment Portfolio Positions F.Y. 2023-2024								
	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
Investment Type		%						
Cash in Banks	$6,469,818	*	13,256,219	*	$11,755,717	*	$ 10,560,379.31	*
Money Market	$8,733,993	8.78%	$19,612,340	19.53%	$15,881,678	15.37%	$ 18,202,927.12	16.95%
Local Agency Investment Fund	$98,106	10.00%	$100,842	0.10%	$101,853	0.10%	$ 102,941.43	0.10%
Federal Agency Issues	$49,969,031	50.24%	$48,017,978	47.81%	$48,066,986	46.52%	$ 46,615,560.54	43.42%
Commercial Paper	$0	0.00%	$0	0.00%	$0	0.00%	$ -	0.00%
Corporate Medium Term Notes	$6,905,358	6.94%	$2,921,402	2.91%	$4,468,652	4.32%	$ 8,405,345.37	7.83%
Bank Certificates of Deposit	$991,797	1.00%	$991,856	0.99%	$991,914	0.96%	$ 247,964.77	0.23%
Treasuries	$32,755,612	32.94%	$28,785,152	28.66%	$33,811,331	32.72%	$ 33,785,898.60	31.47%
Total: Investment Portfolio	$99,453,897	100%	$100,429,570	100.0%	$103,322,415	100.00%	$ 107,360,637.83	100.00%
Weighted Average Maturity (Yrs)	1.96		1.73		1.54		1.39	
Portfolio Effective Rate of Return (YTD)	2.82%		2.96%		2.71%		2.78%	
L.A.I.F. Yield	3.55%		3.93%		4.25%		4.33%	
Yield on Benchmark	2.66%		3.10%		3.53%		3.95%	
Interest earned YTD	$675,178.00		$1,260,353.00		$2,023,050		$2,773,041	
General Fund Contribution (60%)	$405,107		$756,212		$1,213,830		$1,663,824.86	

FY 2022-2023

Comparison of Investment Portfolio Positions F.Y. 2022-2023								
	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
Investment Type		%						
Cash in Banks	$10,955,229	*	9,223,658	*	$6,359,470	*	$ 9,742,075	*
Money Market	$0	0.0%	$5,149,678	4.38%	$13,392,052	11.33%	$ 8,931,843	7.80%
Local Agency Investment Fund	$16,071,480	14.5%	$27,137,556	23.1%	$5,225,372	4.42%	$ 1,087,813	0.95%
Federal Agency Issues	$53,439,957	48.3%	$47,448,367	40.4%	$56,867,881	48.12%	$ 56,918,780	49.70%
Commercial Paper	$0	0.0%	$0	0.0%	$0	0.00%	$0	0.00%
Corporate Medium Term Notes	$6,981,521	6.3%	$8,847,387	7.5%	$8,866,737	7.50%	$ 8,885,872	7.76%
Bank Certificates of Deposit	$1,239,564	1.1%	$991,622	0.8%	$991,680	0.84%	$ 991,738	0.87%
Treasuries	$32,895,368	29.7%	$27,910,842	23.8%	$32,831,737	27.78%	$ 37,713,483	32.93%
Total: Investment Portfolio	$110,627,890	100%	$117,485,452	100.0%	$118,175,459	100.00%	$ 114,529,529	100.00%
Weighted Average Maturity (Yrs)	1.99		1.72		1.97		1.91	
Portfolio Effective Rate of Return (YTD)	1.51%		1.71%		2.10%		2.29%	
L.A.I.F. Yield	1.60%		2.17%		2.83%		3.17%	
Yield on Benchmark	0.97%		1.38%		1.76%		2.19%	
Interest earned YTD	$425,011.78		$952,194.05		$1,695,368		$2,435,724	
General Fund Contribution (60%)	$255,007		$571,316.00		$1,017,221		$1,461,434.40	

FY 2021-2022

Comparison of Investment Portfolio Positions F.Y. 2021-2022								
	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
Investment Type		%		%		%		
Cash in Banks & Money Markets	$11,834,546	*	$11,833,288	*	$14,063,300	*	$ 15,087,417	*
Local Agency Investment Fund	$9,000,500	10.7%	$20,012,320	21.9%	$20,018,196	20.81%	$ 20,033,972	18.43%
Federal Agency Issues	$30,579,369	36.3%	$30,574,250	33.5%	$40,569,151	42.18%	$ 45,564,006	41.92%
Commercial Paper	$0	0.0%	$0	0.0%	$0	0.00%	$0	0.00%
Corporate Medium Term Notes	$15,948,457	19.0%	$15,957,757	17.5%	$10,963,900	11.40%	$ 8,974,595	8.26%
Bank Certificates of Deposit	$1,735,250	2.1%	$1,735,339	1.9%	$1,735,425	1.80%	$ 1,239,505	1.14%
Treasuries	$26,896,065	32.0%	$22,894,191	25.1%	$22,899,581	23.81%	$ 32,878,387	30.25%
Total: Investment Portfolio	$84,159,641	100%	$91,173,857	100.0%	$96,186,253	100.00%	$ 108,690,464	100.00%
Weighted Average Maturity (Yrs)	2.06		1.81		2.03		1.92	
Portfolio Effective Rate of Return (YTD)	2.24%		1.90%		1.53%		1.47%	
L.A.I.F. Yield	0.21%		0.21%		0.22%		0.86%	
Yield on Benchmark	0.76%		0.62%		0.59%		0.68%	
Interest earned YTD	$497,915.05		$817,147		$1,021,840		$1,342,113	
General Fund Contribution (60%)	$298,749		$490,288		$613,104		$805,267.80	

FY 2020-2021

Comparison of Investment Portfolio Positions F.Y. 2020-2021								
	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
Investment Type		%		%				
Cash in Banks & Money Markets	$10,855,843	*	$10,000,681	*	$5,180,168	*	$10,538,424	*
Local Agency Investment Fund	$7,004,742	9.6%	$15,028,642	19.7%	$15,039,065	18.30%	$23,055,498	26.1%
Federal Agency Issues	$34,598,183	47.2%	$34,593,480	45.3%	$34,588,776	42.00%	$30,054,073	34.7%
Commercial Paper	$0	0.0%	$0	0.0%	$0	0.00%	$0	0.0%
Corporate Medium Term Notes	$20,903,182	28.5%	$20,915,171	27.4%	$21,927,159	26.70%	$18,937,844	21.5%
Bank Certificates of Deposit	$2,726,898	3.7%	$1,734,986	2.3%	$1,735,073	2.10%	$ 1,735,161	2.0%
Treasuries	$8,053,427	11.0%	$4,041,832	5.3%	$8,985,108	10.90%	$13,890,876	15.7%
Total: Investment Portfolio	$73,286,432	100.0%	$76,314,111	100.0%	$82,275,181	100.00%	$88,203,451	100.0%
Weighted Average Maturity (Yrs)	1.97		1.68		1.69		1.63	
Portfolio Effective Rate of Return (YTD)	2.10%		2.12%		2.07%		2.00%	
L.A.I.F. Yield	0.68%		0.54%		0.36%		0.26%	
Yield on Benchmark	1.67%		1.45%		1.21%		0.97%	
Interest earned YTD	$430,578.83		$815,051		$1,198,761		$1,574,081	
General Fund Contribution (49%)	$210,984		$399,375		$587,393		$771,300	

Comparison of Total Cash and Investments
2020-Present

	Investments	General Fund	Subtotal	Other Cash	Total
2024-2025	$ MM	$ MM	$ MM	$ MM	$ MM
Q4	90.80	9.87	100.67	14.22	114.89
Q3	85.00	13.51	116.51	13.81	130.32
Q2	76.19	25.49	101.68	11.07	112.75
Q1	93.39	7.62	101.01	12.66	113.67
2023-2024	$ MM	$ MM	$ MM	$ MM	$ MM
Q4	107.36	10.56	117.92	9.35	127.27
Q3	103.32	11.76	115.08	11.89	126.97
Q2	100.43	13.26	113.69	10.66	124.35
Q1	99.45	6.47	105.92	10.65	116.57
2022-2023	$ MM	$ MM	$ MM	$ MM	$ MM
Q1	110.63	10.96	121.59	9.33	130.92
Q2	117.49	9.22	126.71	9.44	136.15

Q3	118.18	6.36	124.54	10.25	134.79
Q4	114.53	9.74	124.27	10.15	134.42
2021-2022	$ MM	$ MM	$ MM	$ MM	$ MM
Q1	84.16	11.83	95.99	8.65	104.64
Q2	91.17	11.83	103	8.61	111.61
Q3	96.19	14.06	110.25	9.12	119.37
Q4	108.69	15.09	123.78	8.99	132.77
2020-2021	$ MM	$ MM	$ MM	$ MM	$ MM
Q1	73.29	10.86	84.15	6.81	90.96
Q2	76.31	10.00	86.31	7.02	93.33
Q3	82.28	5.18	87.46	7.59	95.05
Q4	88.20	10.54	98.74	7.84	106.58

Yields: The book yield of the portfolio is 3.27%. The effective rate of return for the fiscal year to date is 3.07%. The book yield is a snapshot on a specific day, whereas the effective rate of return is the annualized return generated for the period.

Investment Portfolio Performance vs. Benchmark: At the end of the quarter, the yield on the City's general investment portfolio was 3.27%. This yield provided a 113 basis point disadvantage to the yield provided by the investment portfolio benchmark, U.S. Treasury Note 0-5 year index (30-month moving average), which yielded 4.40%. The 30-month moving average is used to represent a market rate of return.
Mark to Market: The City Treasurer compares market values of the portfolio holdings to their original cost. At the close of the quarter, the net asset value is $0.99. That means the Market Value is slightly below the cost of investments. The difference between the book value (cost) of investments at $90,802,649 and the current market value at $90,275,353 is $-527,296.

Cash in Banks:

	As of 6/30/2025
General Fund	$ 9,865,120.75
Workmen's Compensation Fund	$ 1,391,801.49
Successor Agency of RDA	$ 1,426,983.30
Trust Account	$ 7,614.40
Housing Authority BLKPNDG	$ 4,052,774.23

Financing Authority	$ 5,428,579.85
Parking Authority	$ 1,047.34
Measure R Local Return	$ 1,810,486.60
City of Redondo Beach - FSA	$ 101,096.55
Total	$24,085,504.51

All Agency, Authority, and Miscellaneous Funds in Banks

Bank Account Descriptions

General Fund - 201
Into the City's general checking account are deposited most of the City's revenue, including General Fund taxes, grant revenue (except that for the Housing Authority), Harbor Enterprise rental income, and sewer fees. From the general checking account are automatic transfers to the payroll and warrant accounts (as payments clear the bank) and purchases of investments.

Workmen's Compensation Fund - 210
A Bank of America checking account has been established for the payment of workers' compensation claims. The City's third-party administrator, AdminSure, writes the checks from this account on the City's behalf. Monthly, the City replenishes the account with a City Council-approved accounts payable check.

Successor Agency of RDA - 213 / Successor Agency of RDA - 694
The Successor Agency to the former Redevelopment Agency maintains both a Bank of America checking account (with a larger balance) and a Bank of America interest checking account (with a smaller balance). A few years ago, the bank changed the accounts to this structure from a checking account and a savings account. The checking account activity reflects biannual deposits of Redevelopment Property Tax Trust Fund (RPTTF) revenue as a result of the Recognized Obligation Payment Schedule (ROPS) process, whereby the City reports to the Department of Finance the amount of funding necessary to make its Redevelopment Agency debt service payments (together with the applicable administrative costs). Those debt service payments are then made from this checking account, and the administrative cost reimbursement is transferred to the City's general checking account. The activity in the interest checking account is currently only deposits of interest earned.

Trust Account - 212
The Police Department deposits bail money into this checking account and then transfers these funds to the courts by way of checks. The balance of the account has been $7,364.40 for several years, but it could be higher at the end of the month/quarter if a check is outstanding at the time.

Housing Authority – 207/Housing Authority – 023
The Housing Authority maintains both a checking account and a government money market savings account. Into the checking account are deposited grant funds from HUD for the operation of the Fair Housing and Section 8 housing programs. Payments to landlords are then made monthly from this account, and periodically, a check is written to the City as reimbursement for administrative costs paid by the City on the Housing Authority's behalf. The activity in the government money market savings account is currently only deposits of interest earned.

Financing Authority -168
The Community Financing Authority (CFA), a joint powers authority of the City and the Parking Authority, was formed January 31, 2012 when the Kincaid's Restaurant lease was transferred from the Public Financing Authority (PFA), a joint powers authority of the City and the Redevelopment Agency, upon the Redevelopment Agency's elimination by the State. The Financing Authority checking account is used for the lease-related transactions, including rental income, loan payments, sewer user fees, and possessory interest property tax payments.

Parking Authority - 675
The Parking Authority was established on March 3, 1969, under the provisions of the Streets and Highways Code of the State of California. Its primary purpose has been to provide public off-street parking within the City. The Parking Authority is currently inactive, with a little more than $5,000 remaining in a Bank of America interest checking account and a little less than $5,000 remaining in a LAIF account from its previous activities.

Measure R Local Return - 874
Measure R monies come from a 2008 voter-approved ½ cent sales tax levied within Los Angeles County for public transportation purposes. Per a Los Angeles County Metropolitan Transportation Authority (LACMTA) audit recommendation, Measure R monies are to be maintained in a separate bank account. Because expenditures from the Measure R Fund (primarily for capital improvement projects) are paid through the City's accounts payable system and "General Fund" bank account, this separate Measure R Local Return interest checking account is funded by periodic transfers from the "General Fund" bank account instead of Measure R monies being deposited directly to the account.

City of Redondo Beach – FSA - 825
The City contracts with Sterling to offer its employees Flexible Spending Accounts (FSAs), which allow the employees to set aside, before taxes, a portion of their yearly income to pay for qualified medical and/or dependent care expenses. These funds withheld from the employees' paychecks are transferred to this separate checking account each pay period. The medical and dependent care expenses are then paid by Sterling from this account.

LAIF Balances:

LAIF ACCOUNT JUNE 2025

ACCOUNT NAMES	
GENERAL ACCOUNT	$ 107,736.88
SUCCESSOR AGENCY FOR RDA	$ 2,058,200.29
PUBLIC FINANCING AUTHORITY	$ 196,391.67
PARKING AUTHORITY	$ 5,701.18
Total:	$ 2,368,030.02

Trading Activity
During the quarter, the City purchased one security. Also, one security was redeemed.

Fiscal Impact

Interest earned year to date is $2,793,124 for the entire portfolio. The General Fund contribution rate of our investment portfolio is approximately 60% of the total interest earned, thus contributing approximately $1,675,874 to the General Fund through investment activity. Budgeted contribution of interest to the general fund for the entire fiscal year is $1,500,000.

Investment Reporting Guidelines
Please note the following guidelines from the Government Finance Officers Association *Financial Management Checklists for Elected Officials.*

Always remember whose money it is (it's the community's, not yours)—and act accordingly in a responsible stewardship capacity.

The generally accepted objectives in managing public funds, in priority order, are:

- Safety
- Liquidity
- Yield

An investment manager's objective is to earn a reasonable rate of return on the city's investments, while preserving capital in the overall portfolio. It should *never* be an investment manager's goal to earn *maximum* returns on the city's portfolio, as this would expose the city to an unacceptable level of risk. Failures in public investing occur when either:

- Policies were not clear.

- Policies were inappropriate.
- Policies were not followed.
- Oversight was inadequate.

Questions to Ask:

- Do you review the investment policy?
- Do you understand the city's investment program?
- Do you receive and review periodic investment reports?
- Are they clear, concise? Are they readable? Do you fully understand them? (If you can't, this is more likely to be because they've been presented poorly, and may reflect problems, than any "technical" problems with your ability to understand them because it's too "complex." First, it's the job of your staff to make them readable and understandable; and secondly, if the city's portfolio is genuinely that complex, perhaps it shouldn't be.)
- Are there lots of investments and transactions? Why? Most cities do not have portfolios that justify "active" management with lots of sales, purchases, and trades.
- Are your investments diversified? Or have you placed "all of your eggs in one basket?"
- What ongoing oversight is there? By whom?

Submitted by:
Eugene Solomon, City Treasurer

City of Redondo Beach

Investment Report

As of June 30, 2025

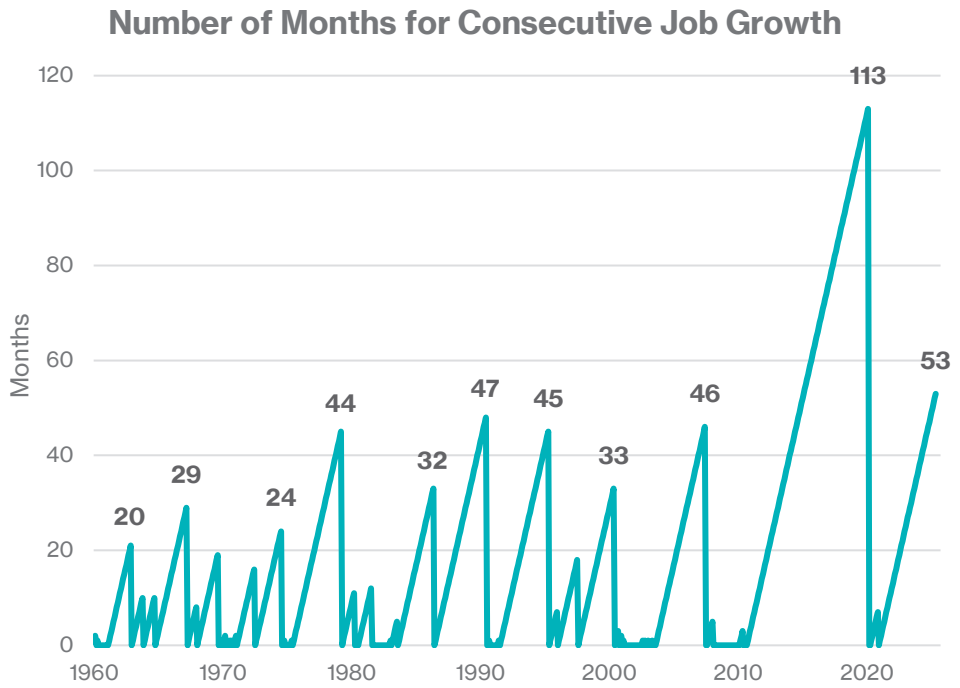


MEEDER
PUBLIC FUNDS

OBSERVATIONS AND EXPECTATIONS

- Fed's Powell stated the labor market is still solid but slowing somewhat
- Trade/tariff tensions continue to weigh on business investment and sentiment
- The Fed held rates steady at the June FOMC meeting, projecting two cuts later in 2025
- GDP is expected to rebound in Q2 from the tariff-induced decline of -0.5% in Q1
- The Fed's favored inflation metric – Core PCE – ticked higher in May
- Interest rates across the yield curve were lower in the month of June

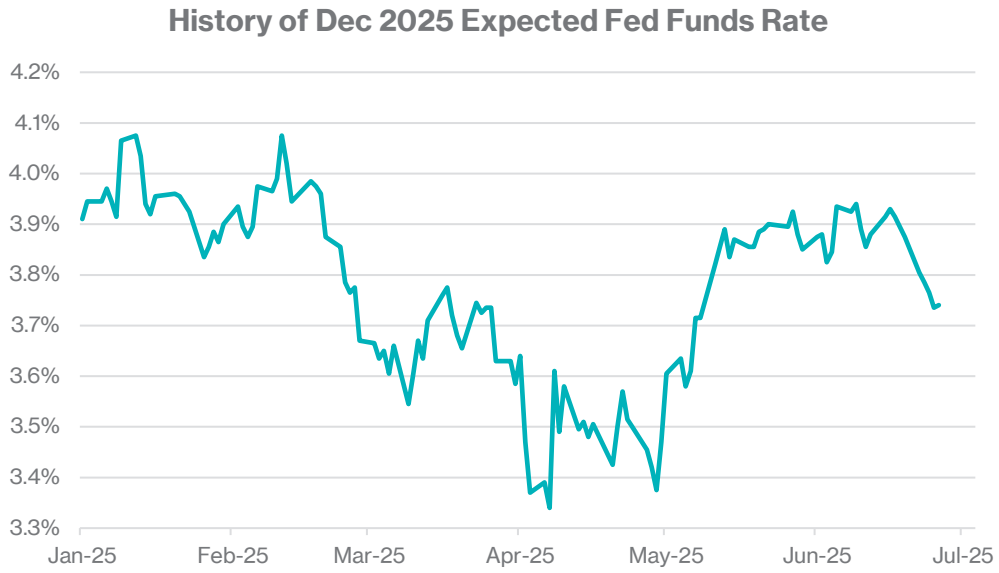
- May 2025 marks the 53rd consecutive month of job growth, the second-best streak since the 1960s.
- With this consistent job growth, average wages have been outpacing inflation (CPI) for the past two years.
- The Federal Reserve and other economists expect unemployment to increase by the end of 2025.

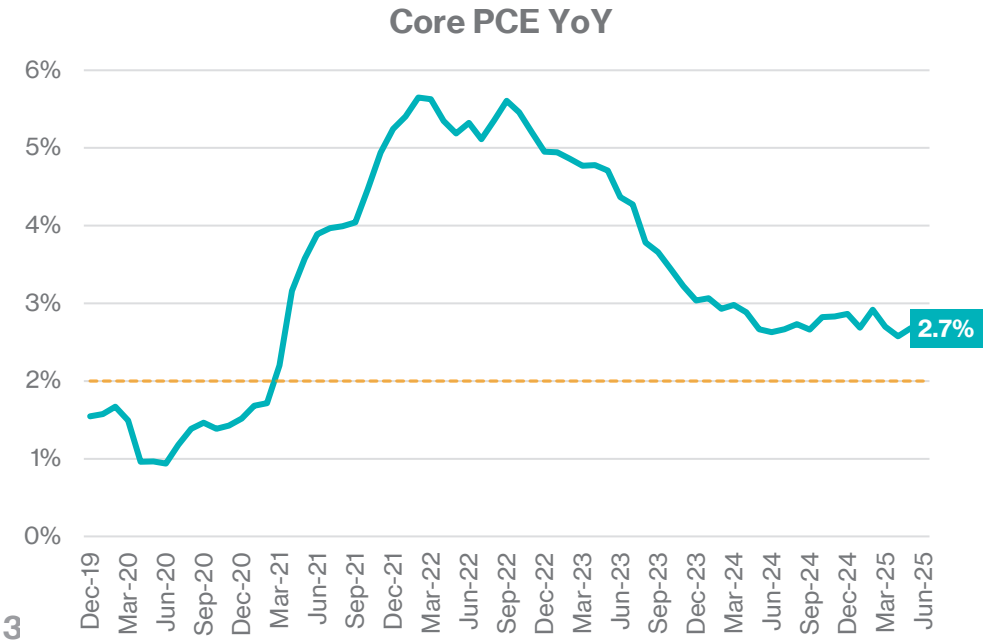


SOURCE: BLOOMBERG, BUREAU OF LABOR STATISTICS

- The Fed Funds futures market continually prices where market participants expect the Fed Funds rate to be heading.
- At the end of June, the futures market was showing about two and a half 0.25% Fed cuts by the end of 2025, with the rate ending the year at approximately 3.7%., from its current 4.3%.

SOURCES: BLOOMBERG, CME



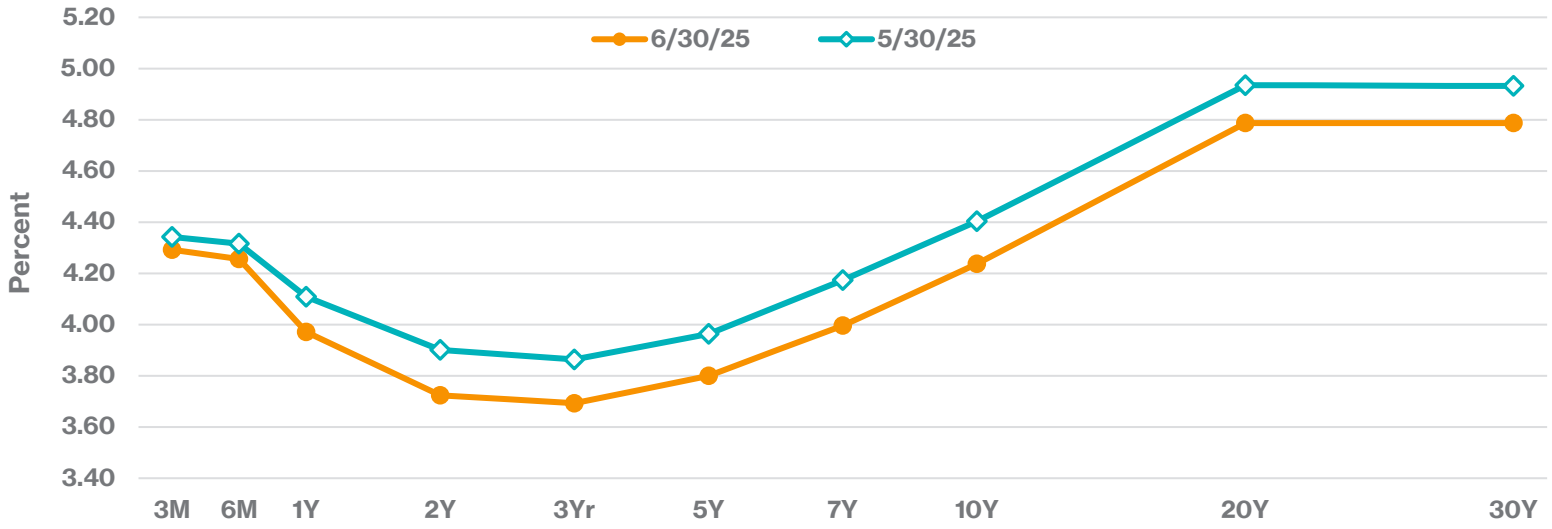


- Core Personal Consumption Expenditure YoY is the Fed's preferred inflation gauge.
- Core excludes food and energy components, which generally make the series less volatile.
- Core PCE YoY is currently at 2.7%, not yet at the Fed's 2% target, and moved higher last month.
- The Federal Reserve expects inflation to move higher later this year.

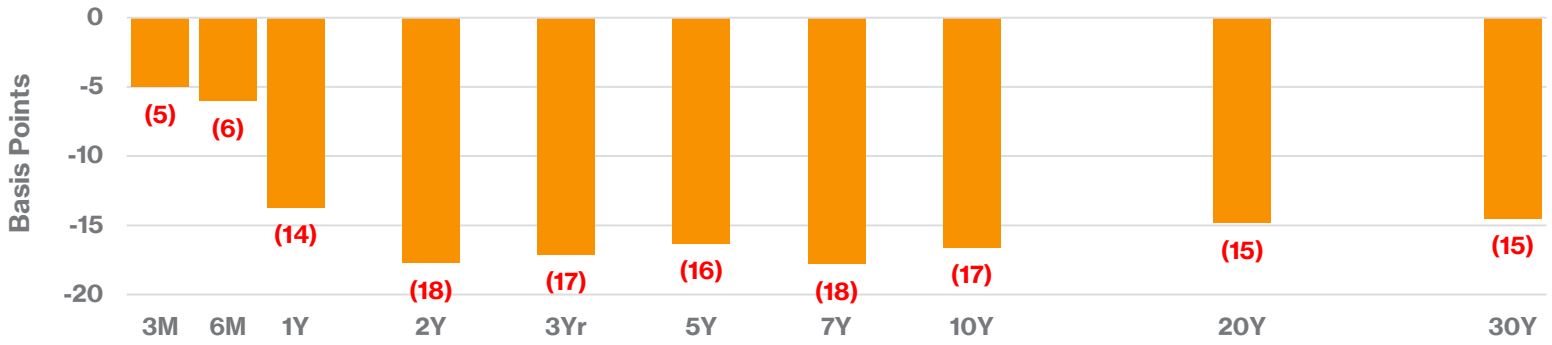
SOURCE: BLOOMBERG, BUREAU OF ECONOMIC ANALYSIS

MEEDER PUBLIC FUNDS

U.S. Treasury Yield Curve Change



Basis Point Change



SOURCE: BLOOMBERG

MEEDER
PUBLIC FUNDS

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MEEDER
PUBLIC FUNDS

Portfolio Summary

3.27
Weighted Average Yield to Maturity

0.76
Weighted Average Maturity (Years)

0.72
Portfolio Effective Duration (Years)

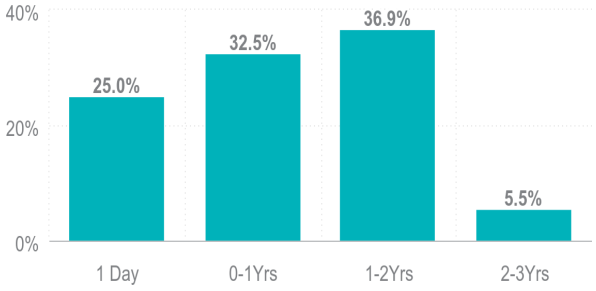
0.76
Weighted Average Life (Years)

AA
Average Credit Rating

Portfolio Position

Par Value	$91,179,404
Principal Cost	$89,767,128
Book Value	$90,802,649
Market Value	$90,275,353
Unrealized Gain/Loss	($527,296)
Accrued Interest	$540,943

Maturity Distribution



Sector Allocation



U.S. Treasuries	36.09%
U.S. Agencies	27.18%
Money Market Funds	24.88%
Corporate Bonds	11.74%
LGIP	0.12%

MEEDER PUBLIC FUNDS

Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
LGIP	107,736.88	107,736.88	107,736.88	0.12%	1	4.27
Money Market Funds	22,461,667.12	22,461,667.12	22,461,667.12	24.88%	1	4.37
U.S. Treasuries	33,000,000.00	32,578,545.43	32,890,362.18	36.09%	163	2.46
U.S. Agencies	25,010,000.00	24,533,335.30	24,794,459.73	27.18%	625	2.76
Corporate Bonds	10,600,000.00	10,594,068.00	10,548,423.27	11.74%	426	4.57
TOTAL	**91,179,404.00**	**90,275,352.73**	**90,802,649.17**	**100.00%**	**279**	**3.27**

CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		4,504.55	4,504.55			
TOTAL CASH AND INVESTMENTS	**91,179,404.00**	**90,279,857.28**	**90,807,153.72**		**279**	**3.27**

TOTAL EARNINGS

CURRENT MONTH
254,211.62

MEEDER PUBLIC FUNDS

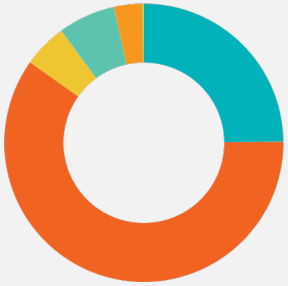
Compliance Overview

RULE NAME	POLICY LIMIT	ACTUAL VALUE	COMPLIANCE STATUS
CREDIT QUALITY			
CP Rated A-1/P-1/F-1 by 1 NRSRO	100.0	0.0	Compliant
Supranational Rated AA/Aa2/AA by 1 NRSRO	100.0	0.0	Compliant
ISSUER CONCENTRATION			
Agency Issuer Concentration	40.0	13.2	Compliant
CP Issuer Concentration	5.0	0.0	Compliant
Corporate Issuer Concentration	5.0	4.4	Compliant
Govt. MMF Issuer Concentration	20.0	3.5	Compliant
Non-Negotiable CD Issuer Concentration	30.0	0.0	Compliant
Supranational Issuer Concentration	5.0	0.0	Compliant
MATURITY			
CD (Negotiable or Non-Negotiable) Maturity	5.0	0.0	Compliant
CP Maturity	270.0	0.0	Compliant
Corporates Maturity	5.0	1.7	Compliant
Supranational Maturity	5.0	0.0	Compliant
US Agency Obligation Maturity	5.0	2.6	Compliant
US Treasury Obligations Maturity	5.0	1.6	Compliant
PORTFOLIO CONCENTRATION			
CD (Negotiable or Non-Negotiable) Concentration	30.0	0.0	Compliant
CP Concentration	25.0	0.0	Compliant
Corporates Concentration	30.0	11.6	Compliant
Govt. MMF Concentration	20.0	3.5	Compliant
Supranational Concentration	15.0	0.0	Compliant

MEEDER PUBLIC FUNDS

Credit Quality

Allocation by Rating



AAA	24.88%
AA+	59.94%
A+	5.10%
A	6.64%
A-1+	3.32%
NA	0.12%

Rating Distribution

SHORT TERM, MONEY MARKET FUNDS, & LGIPS RATINGS

	MARKET VALUE	ALLOCATION
AAA	22,461,667.12	24.88%
A-1+	2,996,865.69	3.32%
NA	107,736.88	0.12%
TOTAL	**25,566,269.69**	**28.32%**

LONG TERM RATINGS

	MARKET VALUE	ALLOCATION
AA+	54,115,015.04	59.94%
A+	4,602,748.00	5.10%
A	5,991,320.00	6.64%
TOTAL	**64,709,083.04**	**71.68%**

GRAND TOTAL	**90,275,352.73**	**100.00%**

Report reflects ratings issued by Standard & Poors

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
CITY OF REDONDO BEACH, CA												
LGIP												
CALAIF	California LAIF	06/30/2025 06/30/2025	107,736.88	107,736.88 0.00	107,736.88	4.27		1	1.00 107,736.88	0.00 107,736.88	0.12	NA
LGIP TOTAL			**107,736.88**	**107,736.88** **0.00**	**107,736.88**	**4.27**		**1**	**1.00** **107,736.88**	**0.00** **107,736.88**	**0.12**	**NA**
MONEY MARKET FUNDS												
31846V542	FIRST AMER:TRS OBG;Z	06/30/2025 06/30/2025	3,208,887.63	3,208,887.63 0.00	3,208,887.63	4.20		1	1.00 3,208,887.63	0.00 3,208,887.63	3.55	Aaa AAA
CAMPPOOL	California Asset Mgmt Program	06/30/2025 06/30/2025	19,252,779.49	19,252,779.49 0.00	19,252,779.49	4.40		1	1.00 19,252,779.49	0.00 19,252,779.49	21.33	NA AAA
MONEY MARKET FUNDS TOTAL			**22,461,667.12**	**22,461,667.12** **0.00**	**22,461,667.12**	**4.37**		**1**	**1.00** **22,461,667.12**	**0.00** **22,461,667.12**	**24.88**	**AAA**
U.S. TREASURIES												
912797LW5	US TREASURY BILL 07/10/25	07/17/2024 07/18/2024	3,000,000.00	2,862,391.38 0.00	2,862,391.38	4.86	07/10/2025	10	99.90 2,996,865.69	356.06 2,996,509.63	3.32	P-1 A-1+
91282CEY3	US TREASURY 3.000 07/15/25	05/30/2023 05/30/2023	5,000,000.00	4,872,070.30 0.00	4,872,070.30	4.27	07/15/2025	15	99.93 4,996,679.70	(1,006.26) 4,997,685.96	5.53	Aa1 AA+
91282CAB7	US TREASURY 0.250 07/31/25	08/09/2021 08/09/2021	2,000,000.00	1,974,609.38 0.00	1,974,609.38	0.57	07/31/2025	31	99.66 1,993,125.00	(6,348.47) 1,999,473.47	2.21	Aa1 AA+
91282CAJ0	US TREASURY 0.250 08/31/25	06/28/2021 06/28/2021	2,000,000.00	1,958,437.50 0.00	1,958,437.50	0.76	08/31/2025	62	99.29 1,985,859.38	(12,472.63) 1,998,332.01	2.20	Aa1 AA+
91282CFK2	US TREASURY 3.500 09/15/25	02/10/2023 02/10/2023	5,000,000.00	4,908,007.80 0.00	4,908,007.80	4.26	09/15/2025	77	99.90 4,994,921.90	2,319.99 4,992,601.91	5.53	Aa1 AA+
91282CAT8	US TREASURY 0.250 10/31/25	02/17/2021 02/17/2021	2,000,000.00	1,976,953.14 0.00	1,976,953.14	0.50	10/31/2025	123	98.66 1,973,281.26	(25,076.66) 1,998,357.92	2.19	Aa1 AA+
91282CAT8	US TREASURY 0.250 10/31/25	02/03/2021 02/03/2021	2,000,000.00	1,985,156.26 0.00	1,985,156.26	0.41	10/31/2025	123	98.66 1,973,281.26	(25,669.69) 1,998,950.95	2.19	Aa1 AA+
91282CAZ4	US TREASURY 0.375 11/30/25	06/28/2021 06/28/2021	2,000,000.00	1,962,734.38 0.00	1,962,734.38	0.80	11/30/2025	153	98.39 1,967,812.50	(28,673.42) 1,996,485.92	2.18	Aa1 AA+
91282CAZ4	US TREASURY 0.375 11/30/25	02/23/2021 02/23/2021	1,000,000.00	991,250.00 0.00	991,250.00	0.56	11/30/2025	153	98.39 983,906.25	(15,327.88) 999,234.13	1.09	Aa1 AA+
91282CCF6	US TREASURY 0.750 05/31/26	06/28/2021 06/28/2021	1,000,000.00	993,437.50 0.00	993,437.50	0.89	05/31/2026	335	97.05 970,468.75	(28,310.07) 998,778.82	1.08	Aa1 AA+
91282CCP4	US TREASURY 0.625 07/31/26	08/09/2021 08/09/2021	2,000,000.00	1,990,625.00 0.00	1,990,625.00	0.72	07/31/2026	396	96.47 1,929,375.00	(68,583.76) 1,997,958.76	2.14	Aa1 AA+
9128282A7	US TREASURY 1.500 08/15/26	08/21/2024 08/22/2024	2,000,000.00	1,908,593.75 0.00	1,908,593.75	3.92	08/15/2026	411	97.30 1,946,015.62	(2,070.07) 1,948,085.69	2.16	Aa1 AA+
91282CCW9	US TREASURY 0.750 08/31/26	09/27/2021 09/27/2021	3,000,000.00	2,978,085.93 0.00	2,978,085.93	0.90	08/31/2026	427	96.38 2,891,367.18	(103,435.84) 2,994,803.02	3.20	Aa1 AA+

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
912828V98	US TREASURY 2.250 02/15/27	03/06/2025 03/07/2025	1,000,000.00	967,851.56 1,243.09	969,094.65	3.98	02/15/2027	595	97.56 975,585.94	2,481.96 973,103.98	1.08	Aa1 AA+
U.S. TREASURIES TOTAL			**33,000,000.00**	**32,330,203.88 1,243.09**	**32,331,446.97**	**2.46**		**163**	**98.74 32,578,545.43**	**(311,816.75) 32,890,362.18**	**36.09**	**AA+**
U.S. AGENCIES												
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	09/10/2024 09/11/2024	2,000,000.00	2,009,080.00 0.00	2,009,080.00	3.63	09/03/2026	430	99.94 1,998,760.00	(6,637.57) 2,005,397.57	2.21	Aa1 AA+
3134GW6C5	FREDDIE MAC 0.800 10/28/26 '25 MTN	02/10/2023 02/10/2023	5,000,000.00	4,401,050.00 0.00	4,401,050.00	4.32	10/28/2026	485	95.73 4,786,700.00	674.67 4,786,025.33	5.30	Aa1 AA+
3130AQEC3	FHLBANKS 1.370 12/30/26 '25	12/30/2021 12/30/2021	2,000,000.00	2,000,000.00 0.00	2,000,000.00	1.37	12/30/2026	548	95.93 1,918,540.00	(81,460.00) 2,000,000.00	2.13	Aa1 AA+
3130AQLX9	FHLBANKS 2.000 01/27/27 '25	01/27/2022 01/27/2022	10,000,000.00	10,000,000.00 0.00	10,000,000.00	1.37	01/27/2027	576	98.11 9,811,000.00	(189,000.00) 10,000,000.00	10.87	Aa1 AA+
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	05/06/2025 05/07/2025	1,010,000.00	1,011,126.76 3,261.46	1,014,388.22	3.81	04/07/2027	646	100.05 1,010,535.30	(502.93) 1,011,038.23	1.12	Aa1 AA+
3133EPAV7	FED FARM CR BNKS 3.875 02/14/28	02/14/2023 02/14/2023	5,000,000.00	4,984,750.00 0.00	4,984,750.00	3.94	02/14/2028	959	100.16 5,007,800.00	15,801.41 4,991,998.59	5.55	Aa1 AA+
U.S. AGENCIES TOTAL			**25,010,000.00**	**24,406,006.76 3,261.46**	**24,409,268.22**	**2.76**		**625**	**98.12 24,533,335.30**	**(261,124.43) 24,794,459.73**	**27.18**	**AA+**
CORPORATE BONDS												
91324PCV2	UNITEDHEALTH 3.100 03/15/26	01/31/2024 01/31/2024	2,600,000.00	2,526,498.00 0.00	2,526,498.00	4.51	03/15/2026	258	98.99 2,573,688.00	(1,817.11) 2,575,505.11	2.85	A2 A+
24422ETH2	JOHN DEERE CAP 2.650 06/10/26 MTN	06/11/2024 06/12/2024	2,000,000.00	1,906,540.00 0.00	1,906,540.00	5.15	06/10/2026	345	98.55 1,971,080.00	15,322.61 1,955,757.39	2.18	A1 A
14913UAN0	CTRPLLR FIN SERV 4.450 10/16/26 MTN	08/27/2024 08/28/2024	4,000,000.00	4,023,755.60 0.00	4,023,755.60	4.16	10/16/2026	473	100.51 4,020,240.00	5,824.23 4,014,415.77	4.45	A2 A
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	04/05/2024 04/05/2024	2,000,000.00	2,004,720.00 0.00	2,004,720.00	4.91	03/19/2027	627	101.45 2,029,060.00	26,315.00 2,002,745.00	2.25	A1 A+
CORPORATE BONDS TOTAL			**10,600,000.00**	**10,461,513.60 0.00**	**10,461,513.60**	**4.57**		**426**	**99.96 10,594,068.00**	**45,644.73 10,548,423.27**	**11.74**	**A**
CITY OF REDONDO BEACH, CA TOTAL			**91,179,404.00**	**89,767,128.24 4,504.55**	**89,771,632.79**	**3.27**		**279**	**90,275,352.73**	**(527,296.44) 90,802,649.17**	**100.00**	**AA**
GRAND TOTAL			**91,179,404.00**	**89,767,128.24 4,504.55**	**89,771,632.79**	**3.27**		**279**	**90,275,352.73**	**(527,296.44) 90,802,649.17**	**100.00**	**AA**

MEEDER PUBLIC FUNDS

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
CITY OF REDONDO BEACH, CA									
14913UAN0	CTRPLLR FIN SERV 4.450 10/16/26 MTN	4,000,000.00	4,023,755.60	23,755.60	4,015,332.02	(916.26)	4,014,415.77	(9,339.83)	14,415.77
3133EPAV7	FED FARM CR BNKS 3.875 02/14/28	5,000,000.00	4,984,750.00	(15,250.00)	4,991,748.03	250.57	4,991,998.59	7,248.59	(8,001.41)
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	1,010,000.00	1,011,126.76	1,126.76	1,011,086.52	(48.29)	1,011,038.23	(88.53)	1,038.23
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	2,000,000.00	2,009,080.00	9,080.00	2,005,775.03	(377.45)	2,005,397.57	(3,682.43)	5,397.57
3130AQEC3	FHLBANKS 1.370 12/30/26 '25	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.00	2,000,000.00	0.00	0.00
3130AQLX9	FHLBANKS 2.000 01/27/27 '25	10,000,000.00	10,000,000.00	0.00	10,000,000.00	0.00	10,000,000.00	0.00	0.00
3134GW6C5	FREDDIE MAC 0.800 10/28/26 '25 MTN	5,000,000.00	4,401,050.00	(598,950.00)	4,772,762.44	13,262.89	4,786,025.33	384,975.33	(213,974.67)
24422ETH2	JOHN DEERE CAP 2.650 06/10/26 MTN	2,000,000.00	1,906,540.00	(93,460.00)	1,951,899.02	3,858.37	1,955,757.39	49,217.39	(44,242.61)
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	2,000,000.00	2,004,720.00	4,720.00	2,002,876.55	(131.55)	2,002,745.00	(1,975.00)	2,745.00
91324PCV2	UNITEDHEALTH 3.100 03/15/26	2,600,000.00	2,526,498.00	(73,502.00)	2,572,645.78	2,859.33	2,575,505.11	49,007.11	(24,494.89)
91282CAB7	US TREASURY 0.250 07/31/25	2,000,000.00	1,974,609.38	(25,390.62)	1,998,946.94	526.53	1,999,473.47	24,864.09	(526.53)
91282CAJ0	US TREASURY 0.250 08/31/25	2,000,000.00	1,958,437.50	(41,562.50)	1,997,511.69	820.32	1,998,332.01	39,894.51	(1,667.99)
91282CAT8	US TREASURY 0.250 10/31/25	2,000,000.00	1,985,156.26	(14,843.74)	1,998,692.98	257.96	1,998,950.95	13,794.69	(1,049.05)
91282CAT8	US TREASURY 0.250 10/31/25	2,000,000.00	1,976,953.14	(23,046.86)	1,997,954.13	403.79	1,998,357.92	21,404.78	(1,642.08)
91282CAZ4	US TREASURY 0.375 11/30/25	2,000,000.00	1,962,734.38	(37,265.62)	1,995,792.35	693.57	1,996,485.92	33,751.54	(3,514.08)
91282CAZ4	US TREASURY 0.375 11/30/25	1,000,000.00	991,250.00	(8,750.00)	999,082.97	151.16	999,234.13	7,984.13	(765.87)
91282CCP4	US TREASURY 0.625 07/31/26	2,000,000.00	1,990,625.00	(9,375.00)	1,997,803.72	155.03	1,997,958.76	7,333.76	(2,041.24)
91282CCF6	US TREASURY 0.750 05/31/26	1,000,000.00	993,437.50	(6,562.50)	998,669.13	109.69	998,778.82	5,341.32	(1,221.18)
91282CCW9	US TREASURY 0.750 08/31/26	3,000,000.00	2,978,085.93	(21,914.07)	2,994,437.04	365.98	2,994,803.02	16,717.09	(5,196.98)
9128282A7	US TREASURY 1.500 08/15/26	2,000,000.00	1,908,593.75	(91,406.25)	1,944,287.09	3,798.61	1,948,085.69	39,491.94	(51,914.31)
912828V98	US TREASURY 2.250 02/15/27	1,000,000.00	967,851.56	(32,148.44)	971,745.60	1,358.38	973,103.98	5,252.42	(26,896.02)
91282CEY3	US TREASURY 3.000 07/15/25	5,000,000.00	4,872,070.30	(127,929.70)	4,992,727.29	4,958.66	4,997,685.96	125,615.66	(2,314.04)
91282CFK2	US TREASURY 3.500 09/15/25	5,000,000.00	4,908,007.80	(91,992.20)	4,989,681.61	2,920.30	4,992,601.91	84,594.11	(7,398.09)
912797LW5	US TREASURY BILL 07/10/25	3,000,000.00	2,862,391.38	(137,608.62)	2,984,875.08	11,634.56	2,996,509.63	134,118.25	(3,490.37)
TOTAL		**68,610,000.00**	**67,197,724.24**	**(1,412,275.76)**	**68,186,333.02**	**46,912.15**	**68,233,245.17**	**1,035,520.93**	**(376,754.83)**
GRAND TOTAL		**68,610,000.00**	**67,197,724.24**	**(1,412,275.76)**	**68,186,333.02**	**46,912.15**	**68,233,245.17**	**1,035,520.93**	**(376,754.83)**

MEEDER PUBLIC FUNDS

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
CITY OF REDONDO BEACH, CA									
14913UAN0	CTRPLLR FIN SERV 4.450 10/16/26 MTN	2024-08-28	4,000,000.00	4,023,755.60	22,250.00	0.00	14,833.33	0.00	37,083.33
CAMPPOOL	California Asset Mgmt Program	2025-06-30	19,252,779.49	19,252,779.49	54,033.12	0.00	69,455.95	54,033.12	69,455.95
CALAIF	California LAIF	2025-06-30	107,736.88	107,736.88	0.00	0.00	0.00	0.00	0.00
3133EPAV7	FED FARM CR BNKS 3.875 02/14/28	2023-02-14	5,000,000.00	4,984,750.00	57,586.81	0.00	16,145.83	0.00	73,732.64
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	2025-05-07	1,010,000.00	1,011,126.76	5,870.63	0.00	3,261.46	0.00	9,132.08
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	2024-09-11	2,000,000.00	2,009,080.00	18,944.44	0.00	6,458.33	0.00	25,402.78
3130AQEC3	FHLBANKS 1.370 12/30/26 '25	2021-12-30	2,000,000.00	2,000,000.00	11,492.78	0.00	2,283.33	13,700.00	76.11
3130AQLX9	FHLBANKS 2.000 01/27/27 '25	2022-01-27	10,000,000.00	10,000,000.00	68,888.89	0.00	16,666.67	0.00	85,555.56
31846V542	FIRST AMER:TRS OBG;Z	2025-06-30	3,208,887.63	3,208,887.63	10,201.35	0.00	18,302.26	10,201.35	18,302.26
3134GW6C5	FREDDIE MAC 0.800 10/28/26 '25 MTN	2023-02-10	5,000,000.00	4,401,050.00	3,666.67	0.00	3,333.33	0.00	7,000.00
24422ETH2	JOHN DEERE CAP 2.650 06/10/26 MTN	2024-06-12	2,000,000.00	1,906,540.00	25,175.00	0.00	4,416.67	26,500.00	3,091.67
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	2024-04-05	2,000,000.00	2,004,720.00	20,000.00	0.00	8,333.33	0.00	28,333.33
91324PCV2	UNITEDHEALTH 3.100 03/15/26	2024-01-31	2,600,000.00	2,526,498.00	17,015.56	0.00	6,716.67	0.00	23,732.22
91282CAB7	US TREASURY 0.250 07/31/25	2021-08-09	2,000,000.00	1,974,609.38	1,671.27	0.00	414.36	0.00	2,085.64
91282CAJ0	US TREASURY 0.250 08/31/25	2021-06-28	2,000,000.00	1,958,437.50	1,263.59	0.00	407.61	0.00	1,671.20
91282CAT8	US TREASURY 0.250 10/31/25	2021-02-17	2,000,000.00	1,976,953.14	434.78	0.00	407.61	0.00	842.39
91282CAT8	US TREASURY 0.250 10/31/25	2021-02-03	2,000,000.00	1,985,156.26	434.78	0.00	407.61	0.00	842.39
91282CAZ4	US TREASURY 0.375 11/30/25	2021-02-23	1,000,000.00	991,250.00	1,885.25	0.00	307.38	1,875.00	317.62
91282CAZ4	US TREASURY 0.375 11/30/25	2021-06-28	2,000,000.00	1,962,734.38	3,770.49	0.00	614.75	3,750.00	635.25
91282CCP4	US TREASURY 0.625 07/31/26	2021-08-09	2,000,000.00	1,990,625.00	4,178.18	0.00	1,035.91	0.00	5,214.09
91282CCF6	US TREASURY 0.750 05/31/26	2021-06-28	1,000,000.00	993,437.50	3,770.49	0.00	614.75	3,750.00	635.25
91282CCW9	US TREASURY 0.750 08/31/26	2021-09-27	3,000,000.00	2,978,085.93	5,686.14	0.00	1,834.24	0.00	7,520.38
9128282A7	US TREASURY 1.500 08/15/26	2024-08-22	2,000,000.00	1,908,593.75	8,784.53	0.00	2,486.19	0.00	11,270.72
912828V98	US TREASURY 2.250 02/15/27	2025-03-07	1,000,000.00	967,851.56	6,588.40	0.00	1,864.64	0.00	8,453.04
91282CEY3	US TREASURY 3.000 07/15/25	2023-05-30	5,000,000.00	4,872,070.30	56,767.96	0.00	12,430.94	0.00	69,198.90
91282CFK2	US TREASURY 3.500 09/15/25	2023-02-10	5,000,000.00	4,908,007.80	37,092.39	0.00	14,266.30	0.00	51,358.70
912797LW5	US TREASURY BILL 07/10/25	2024-07-18	3,000,000.00	2,862,391.38	0.00	0.00	0.00	0.00	0.00

MEEDER PUBLIC FUNDS

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
TOTAL			91,179,404.00	89,767,128.24	447,453.48	0.00	207,299.47	113,809.47	540,943.48
GRAND TOTAL			91,179,404.00	89,767,128.24	447,453.48	0.00	207,299.47	113,809.47	540,943.48

MEEDER PUBLIC FUNDS

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
CITY OF REDONDO BEACH, CA											
14913UAN0	CTRPLLR FIN SERV 4.450 10/16/26 MTN	4,000,000.00	4,015,332.02	4,014,415.77	10/16/2026	4.45	4.16	14,833.33	(916.26)	0.00	13,917.08
24422ETH2	JOHN DEERE CAP 2.650 06/10/26 MTN	2,000,000.00	1,951,899.02	1,955,757.39	06/10/2026	2.65	5.15	4,416.67	3,858.37	0.00	8,275.03
3130AQEC3	FHLBANKS 1.370 12/30/26 '25	2,000,000.00	2,000,000.00	2,000,000.00	12/30/2026	1.37	1.37	2,283.33	0.00	0.00	2,283.33
3130AQLX9	FHLBANKS 2.000 01/27/27 '25	10,000,000.00	10,000,000.00	10,000,000.00	01/27/2027	2.00	1.37	16,666.67	0.00	0.00	16,666.67
3133EPAV7	FED FARM CR BNKS 3.875 02/14/28	5,000,000.00	4,991,748.03	4,991,998.59	02/14/2028	3.88	3.94	16,145.83	250.57	0.00	16,396.40
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	2,000,000.00	2,005,775.03	2,005,397.57	09/03/2026	3.88	3.63	6,458.33	(377.45)	0.00	6,080.88
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	1,010,000.00	1,011,086.52	1,011,038.23	04/07/2027	3.88	3.81	3,261.46	(48.29)	0.00	3,213.17
3134GW6C5	FREDDIE MAC 0.800 10/28/26 '25 MTN	5,000,000.00	4,772,762.44	4,786,025.33	10/28/2026	0.80	4.32	3,333.33	13,262.89	0.00	16,596.23
31846V542	FIRST AMER:TRS OBG;Z	3,208,887.63	6,949,111.28	3,208,887.63	06/30/2025	4.20	4.20	18,302.26	0.00	0.00	18,302.26
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	2,000,000.00	2,002,876.55	2,002,745.00	03/19/2027	5.00	4.91	8,333.33	(131.55)	0.00	8,201.78
912797LW5	US TREASURY BILL 07/10/25	3,000,000.00	2,984,875.08	2,996,509.63	07/10/2025	0.00	4.86	0.00	11,634.56	0.00	11,634.56
9128282A7	US TREASURY 1.500 08/15/26	2,000,000.00	1,944,287.09	1,948,085.69	08/15/2026	1.50	3.92	2,486.19	3,798.61	0.00	6,284.80
912828V98	US TREASURY 2.250 02/15/27	1,000,000.00	971,745.60	973,103.98	02/15/2027	2.25	3.98	1,864.64	1,358.38	0.00	3,223.03
91282CAB7	US TREASURY 0.250 07/31/25	2,000,000.00	1,998,946.94	1,999,473.47	07/31/2025	0.25	0.57	414.36	526.53	0.00	940.89
91282CAJ0	US TREASURY 0.250 08/31/25	2,000,000.00	1,997,511.69	1,998,332.01	08/31/2025	0.25	0.76	407.61	820.32	0.00	1,227.93
91282CAT8	US TREASURY 0.250 10/31/25	2,000,000.00	1,998,692.98	1,998,950.95	10/31/2025	0.25	0.41	407.61	257.96	0.00	665.57
91282CAT8	US TREASURY 0.250 10/31/25	2,000,000.00	1,997,954.13	1,998,357.92	10/31/2025	0.25	0.50	407.61	403.79	0.00	811.40
91282CAZ4	US TREASURY 0.375 11/30/25	2,000,000.00	1,995,792.35	1,996,485.92	11/30/2025	0.38	0.80	614.75	693.57	0.00	1,308.32
91282CAZ4	US TREASURY 0.375 11/30/25	1,000,000.00	999,082.97	999,234.13	11/30/2025	0.38	0.56	307.38	151.16	0.00	458.54
91282CCF6	US TREASURY 0.750 05/31/26	1,000,000.00	998,669.13	998,778.82	05/31/2026	0.75	0.89	614.75	109.69	0.00	724.44
91282CCP4	US TREASURY 0.625 07/31/26	2,000,000.00	1,997,803.72	1,997,958.76	07/31/2026	0.63	0.72	1,035.91	155.03	0.00	1,190.94
91282CCW9	US TREASURY 0.750 08/31/26	3,000,000.00	2,994,437.04	2,994,803.02	08/31/2026	0.75	0.90	1,834.24	365.98	0.00	2,200.22
91282CEY3	US TREASURY 3.000 07/15/25	5,000,000.00	4,992,727.29	4,997,685.96	07/15/2025	3.00	4.27	12,430.94	4,958.66	0.00	17,389.60
91282CFK2	US TREASURY 3.500 09/15/25	5,000,000.00	4,989,681.61	4,992,601.91	09/15/2025	3.50	4.26	14,266.30	2,920.30	0.00	17,186.60
91324PCV2	UNITEDHEALTH 3.100 03/15/26	2,600,000.00	2,572,645.78	2,575,505.11	03/15/2026	3.10	4.51	6,716.67	2,859.33	0.00	9,575.99

MEEDER PUBLIC FUNDS

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
CALAIF	California LAIF	107,736.88	107,736.88	107,736.88	06/30/2025	0.00	4.27	0.00	0.00	0.00	0.00
CAMPPOOL	California Asset Mgmt Program	19,252,779.49	19,183,323.54	19,252,779.49	06/30/2025	0.00	4.40	69,455.95	0.00	0.00	69,455.95
TOTAL		**91,179,404.00**	**94,426,504.72**	**90,802,649.17**		**1.74**	**3.27**	**207,299.47**	**46,912.15**	**0.00**	**254,211.62**
GRAND TOTAL		**91,179,404.00**	**94,426,504.72**	**90,802,649.17**		**1.74**	**3.27**	**207,299.47**	**46,912.15**	**0.00**	**254,211.62**

MEEDER
PUBLIC FUNDS

Transaction Statement

NO ACTIVITY DURING CURRENT PERIOD

MEEDER PUBLIC FUNDS

Income/Dividend Received

IDENTIFIER	DESCRIPTION	PAYMENT DATE	POST DATE	INTEREST/DIVIDENDS RECEIVED
OUTSIDE HOLDINGS				
CAMPPOOL	California Asset Mgmt Program	05/31/2025	06/01/2025	54,033.12
OUTSIDE HOLDINGS - TOTAL				**54,033.12**

IDENTIFIER	DESCRIPTION	PAYMENT DATE	POST DATE	INTEREST/DIVIDENDS RECEIVED
US BANK				
31846V542	FIRST AMER:TRS OBG;Z	05/31/2025	06/02/2025	10,201.35
91282CAZ4	US TREASURY 0.375 11/30/25	05/31/2025	06/02/2025	5,625.00
91282CCF6	US TREASURY 0.750 05/31/26	05/31/2025	06/02/2025	3,750.00
24422ETH2	JOHN DEERE CAP 2.650 06/10/26 MTN	06/10/2025	06/10/2025	26,500.00
3130AQEC3	FHLBANKS 1.370 12/30/26 '25	06/30/2025	06/30/2025	13,700.00
US BANK - TOTAL				**59,776.35**
TOTAL				**113,809.47**

MEEDER PUBLIC FUNDS

Contribution/Withdrawals and Expenses

	POST DATE	PAR VALUE	TOTAL
CITY OF REDONDO BEACH, CA			
WITHDRAWAL			
	06/18/2025	(3,800,000.00)	(3,800,000.00)
WITHDRAWAL TOTAL		**(3,800,000.00)**	**(3,800,000.00)**

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period July 01, 2025 to June 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
912797LW5	US TREASURY BILL 07/10/25	07/10/2025	3,490.37
91282CEY3	US TREASURY 3.000 07/15/25	07/15/2025	75,000.00
91282CEY3	US TREASURY 3.000 07/15/25	07/15/2025	2,314.04
3130AQLX9	FHLBANKS 2.000 01/27/27 '25	07/28/2025	100,000.00
91282CCP4	US TREASURY 0.625 07/31/26	07/31/2025	6,250.00
91282CAB7	US TREASURY 0.250 07/31/25	07/31/2025	2,500.00
91282CAB7	US TREASURY 0.250 07/31/25	07/31/2025	526.53
JUL 2025 TOTAL			**190,080.94**
3133EPAV7	FED FARM CR BNKS 3.875 02/14/28	08/14/2025	96,875.00
912828V98	US TREASURY 2.250 02/15/27	08/15/2025	11,250.00
9128282A7	US TREASURY 1.500 08/15/26	08/15/2025	15,000.00
91282CAJ0	US TREASURY 0.250 08/31/25	08/31/2025	1,667.99
AUG 2025 TOTAL			**124,792.99**
91282CCW9	US TREASURY 0.750 08/31/26	09/02/2025	11,250.00
91282CAJ0	US TREASURY 0.250 08/31/25	09/02/2025	2,500.00
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	09/03/2025	38,750.00
91324PCV2	UNITEDHEALTH 3.100 03/15/26	09/15/2025	40,300.00
91282CFK2	US TREASURY 3.500 09/15/25	09/15/2025	7,398.09
91282CFK2	US TREASURY 3.500 09/15/25	09/15/2025	87,500.00
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	09/19/2025	50,000.00
SEP 2025 TOTAL			**237,698.09**
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	10/07/2025	19,568.75
14913UAN0	CTRPLLR FIN SERV 4.450 10/16/26 MTN	10/16/2025	89,000.00
3134GW6C5	FREDDIE MAC 0.800 10/28/26 '25 MTN	10/28/2025	20,000.00
91282CAT8	US TREASURY 0.250 10/31/25	10/31/2025	5,000.00
91282CAT8	US TREASURY 0.250 10/31/25	10/31/2025	2,691.13
OCT 2025 TOTAL			**136,259.88**
91282CAZ4	US TREASURY 0.375 11/30/25	11/30/2025	4,279.95

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period July 01, 2025 to June 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
NOV 2025 TOTAL			**4,279.95**
91282CCF6	US TREASURY 0.750 05/31/26	12/01/2025	3,750.00
91282CAZ4	US TREASURY 0.375 11/30/25	12/01/2025	5,625.00
24422ETH2	JOHN DEERE CAP 2.650 06/10/26 MTN	12/10/2025	26,500.00
3130AQEC3	FHLBANKS 1.370 12/30/26 '25	12/30/2025	13,700.00
DEC 2025 TOTAL			**49,575.00**
3130AQLX9	FHLBANKS 2.000 01/27/27 '25	01/27/2026	125,000.00
JAN 2026 TOTAL			**125,000.00**
91282CCP4	US TREASURY 0.625 07/31/26	02/02/2026	6,250.00
3133EPAV7	FED FARM CR BNKS 3.875 02/14/28	02/17/2026	96,875.00
912828V98	US TREASURY 2.250 02/15/27	02/17/2026	11,250.00
9128282A7	US TREASURY 1.500 08/15/26	02/17/2026	15,000.00
FEB 2026 TOTAL			**129,375.00**
91282CCW9	US TREASURY 0.750 08/31/26	03/02/2026	11,250.00
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	03/03/2026	38,750.00
91324PCV2	UNITEDHEALTH 3.100 03/15/26	03/15/2026	24,494.89
91324PCV2	UNITEDHEALTH 3.100 03/15/26	03/16/2026	40,300.00
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	03/19/2026	50,000.00
MAR 2026 TOTAL			**164,794.89**
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	04/07/2026	19,568.75
14913UAN0	CTRPLLR FIN SERV 4.450 10/16/26 MTN	04/16/2026	89,000.00
3134GW6C5	FREDDIE MAC 0.800 10/28/26 '25 MTN	04/28/2026	20,000.00
APR 2026 TOTAL			**128,568.75**
91282CCF6	US TREASURY 0.750 05/31/26	05/31/2026	1,221.18
MAY 2026 TOTAL			**1,221.18**
91282CCF6	US TREASURY 0.750 05/31/26	06/01/2026	3,750.00
24422ETH2	JOHN DEERE CAP 2.650 06/10/26 MTN	06/10/2026	44,242.61
24422ETH2	JOHN DEERE CAP 2.650 06/10/26 MTN	06/10/2026	26,500.00

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period July 01, 2025 to June 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3130AQEC3	FHLBANKS 1.370 12/30/26 '25	06/30/2026	13,700.00
JUN 2026 TOTAL			**88,192.61**
GRAND TOTAL			**1,379,839.28**

Disclosure

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MEEDER

PUBLIC FUNDS

Bank of America Accounts & LAIF Accounts

Account	Checking	LAIF	Total
General Fund 001		107,736.88	107,736.88
General Fund 002	9,865,120.75	-	9,865,120.75
Parking Authority Fund 003	1,047.34	5,701.18	6,748.52
Housing Authority Fund 004	4,052,774.23	-	4,052,774.23
Redevelopment Agency Fund 005	1,426,983.30	2,058,200.29	3,485,183.59
Public Finance Authority Fund 006	5,428,579.85	196,391.67	5,624,971.52
Workmens-Comp Fund 007	1,391,801.49		1,391,801.49
Measure-R-Local-Return Fund 008	1,810,486.60		1,810,486.60
City of Redondo Beach-FSA Fund 009	101,096.55		101,096.55
Trust Account Fund 011	7,614.40		7,614.40
TOTAL			**26,453,534.53**

Sector	Parameters	In Compliance	
		Yes/No	Percent
Corporate Bonds	Sector limit 30%, issuer limit 5%, max maturity 5 years, rated A (S&P/Fitch)/A2 (Moody's) by one, issued by domestic corporation/depositories. At time of purchase.	Yes	11.7%
Commercial Paper	25% limit, 5% per issuer, maximum maturity 270 days, A-1 (S&P)/P-1 (Moody's), issued by a domestic corporation w/ at least $500 million of assets and A- (S&P)/A3 (Moody's) long term debt. At time of purchase.	Yes	0.0%
Bankers Acceptances	Sector limit 40%, issuer limit 5%, maximum maturity 180 days, A-1/P-1 by two. At time of purchase.	Yes	0.0%

Administrative Report

H.19., **File #** 25-1149 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: EUGENE SOLOMON, CITY TREASURER

TITLE

APPROVE THE CITY'S STATEMENT OF INVESTMENT POLICY 2025, AS AMENDED

EXECUTIVE SUMMARY

The City Treasurer strives to maintain a well-balanced and diversified investment portfolio that meets the investment criteria and performance objectives of the City's Statement of Investment Policy.

The governing body of public funds should regularly review and approve investment guidelines. The City Council approves the City's Statement of Investment Policy annually.

California Government Code Section 53646(a)(2) states that the treasurer or chief fiscal officer of a local agency may annually render to his/her legislative body and any oversight committee an investment policy, that the legislative body shall consider at a public meeting. This raises questions about whether or not the policy should be adopted officially by the legislative body, and the time during the year that this "consideration" should take place.

The consensus recommendation of the California Debt and Investment Advisory Commission (CDIAC) states: "An investment policy should always be in place. While not required by statute, it is in the best interest of the local agency to present and discuss the policy with the agency's legislative body or oversight committee, and then have the policy approved by a vote of the legislative body. A public vote signifies that the legislative body shares fiduciary responsibility with the treasurer, increases the authority and legitimacy of the investment policy, and provides transparency and disclosure."

Section 23 of the City's Investment Policy specifies that the City Treasurer present the City's statement of investment policy for annual review and adoption by the City Council, as well as annual review by the Budget and Finance Commission. Review of the investment policy incorporates input and analysis of the State of California government code; Legislative changes impacting investment management enacted in 2025; and information from the California Debt and Investment Advisory Committee's (CDIAC) annual update of local agency investment policy guidelines. Local Agency Investment Guidelines may be found at: <http://www.treasurer.ca.gov/cdiac/LAIG/guideline.pdf>.

The City Treasurer recommends the following amendments to the investment policy.

Page 10:

Section G. Local Agency Investment Fund - Maximum of $65 million per account increased to $75 million per account.

The City may invest in the Local Agency Investment Fund (LAIF) established by the State Treasurer for the benefit of local agencies up to the $75 million maximum permitted by State law.

Page 12:

N. Joint Powers Authority - Maximum of 20%

Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions of the California Code 53601 (a) to (r), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

1) The adviser is registered or exempt from registration with the United States Securities and Exchange Commission.

2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.

3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

No more than 20 percent of the City's funds may be invested in JPAs.

2024 Version:

N. Joint Powers Authority Maximum Limit 20%

The City may invest up to 20% of its portfolio in shares issued by a Joint Powers Authority, established under California Government Code Section 6509.7. These investments must meet the following:

1) Each share shall represent an equal proportional interest in the underlying pool of securities owned by the Joint Powers Authority.

2) The Joint Powers Authority issuing the shares must retain an investment adviser meets all of the following criteria:

    a. Is registered or exempt from registration with the Securities and Exchange Commission (SEC)
    b. Has a minimum of five years of experience investing in the securities and obligations authorized in sections (a) to (r) of California Government Code Section 53601
    c. Manages assets under in excess of five hundred million dollars ($500,000,000).

COORDINATION

The City's Statement of Investment Policy, as amended, was reviewed by the City Attorney's Office.

FISCAL IMPACT

There is no direct fiscal impact as a result of the review and approval of this amended Investment Policy.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Statement of Investment Policy Fiscal Year 2025
  - Exhibit A - Draft City of Redondo Beach Statement of Investment Policy 2025
  - Exhibit B - Registered investment advisor and list of qualified brokers from which the City may purchase investments.
  - Exhibit C - Investment Procedures Manual

CITY OF REDONDO BEACH, CALIFORNIA

STATEMENT OF INVESTMENT POLICY FISCAL YEAR 2025

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1. Introduction and Overview

This statement is intended to establish the policies for prudent investment of the City of Redondo Beach's ("City") funds, and to provide guidelines for suitable investments. The City is located in the South Bay region of the Greater Los Angeles area and has a population of about 68,000.

2. Governing Authority

The City Council is the governing body of the entity.

3. Delegation of Authority and Investment Responsibility

In accordance with the City of Redondo Beach Charter Section 11.1, the City Treasurer is authorized to invest and reinvest the City's funds according to State law; provided, however, that the City Council may adopt investment guidelines by resolution.

The Charter of the City of Redondo Beach and the authority granted by City Council assign the responsibility of investing unexpended surplus cash to the City Treasurer. In the absence of the City Treasurer, the authority to execute investment transactions will be restricted to the Deputy City Treasurer, or other City Treasurer designee, after notification to both the City Council and the Budget and Finance Commission.

4. Budget and Finance Commission

The City's Budget and Finance Commission, within the advisory powers assigned to the Commission by Ordinance, shall serve in an independent investment advisory capacity, providing oversight of the investment activities of the City Treasurer.

The Budget and Finance Commission shall review on a quarterly basis reports submitted by the City Treasurer analyzing the City's Pool and Investment market trends. With respect to the Commission's investment oversight responsibilities, the intended purpose of the Budget and Finance Commission is to serve in an advisory capacity to the City Treasurer and City Council. Serving in this advisory capacity, the Budget and Finance Commission will provide an important oversight role to the function of City Treasurer's management of the City's Pool, ensuring that the investment decisions of the City Treasurer are made in compliance with the established investment policy guidelines contained within this statement of Investment Policy. The Budget and Finance Commission is not authorized to direct investment decisions, or select individual investment advisors, brokers, or dealers.

5. Policy Statement

It is the policy of the City of Redondo Beach to invest public funds not required for immediate day-to-day operations in safe and liquid investments having a market-average rate of return while conforming to all state statutes governing the investment of public funds.

The ultimate goal is to enhance the economic status of the City while protecting its funds.

The investment policies and practices of the City of Redondo Beach are based upon Federal, State, and local law and prudent money management. The primary goals of these policies are:

a. To assure compliance with all Federal, State and local laws governing the investment of monies under the control of the City Treasurer.

b. To maintain the principal value of assets entrusted to this office and provide adequate liquidity to meet operating expenditures.

c. It is recognized that within a well-diversified portfolio, at any particular point in time, that security valuations are impacted by changes in interest rates and economic conditions. Accordingly, securities may at times be worth less than original purchase price based on market fluctuations. Recognizing these factors, it is the expressed intention of our investment policy to hold all investments to maturity to ensure the return of all invested principal dollars. Securities shall generally be held until maturity with the following exceptions:

   - A security with declining credit may be sold early to minimize loss of principal.
   - A security swap may be executed if it will increase the quality, yield, or target duration in the portfolio.
   - Liquidity needs of the City require that the security be sold.

d. In addition, through the maintenance of sufficient diversification of investments, the forced liquidation of investments at a loss will be avoided, if possible. It is further understood,
however, that in the event of the need for a forced liquidation of investments to meet unplanned or unanticipated cash flow demands, a potential loss of investment principal may potentially occur.

e. Within constraints of safety and liquidity, generate a market rate of return within the parameters of this Statement of Investment Policy and the guidelines for suitable investments.

6. Scope of the Investment Policy

This investment policy applies to all financial assets, investment activities and debt issues of the City of Redondo Beach (including funds, which are invested by trustees appointed under debt trust indentures, with direction from the City Treasurer). This policy covers the investment activities of all contingency reserves and inactive cash balances under the direct authority of the City.

All monies entrusted to the City Treasurer will be pooled in a diversified portfolio. The Investment Pool or "Portfolio" will be referred to as the "Pool" throughout the remainder of this document. The City Treasurer and staff will observe, review and react to changing conditions that affect the Pool.

Investments made on a pooled basis include investments of the City and its component units, including the City of Redondo Beach, the Successor Agency to the City Redevelopment Agency, the Parking Authority, the Public Financing Authority, and the

Housing Authority. The City's Comprehensive Annual Financial Report identifies the fund types incorporated under the City's investment pool as follows:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Fiduciary-Agency Funds
- Any new funds created by the City Council, unless specifically exempted

All debt issue proceeds will be invested in accordance with the associated trust indenture, and in such a manner that facilitates arbitrage rebate calculations.

In determining the investment of funds associated with bonded debt issues, debt proceeds will be invested in accordance with the most restrictive investment requirements contained within either the City's investment policy or the associated bond trust indenture.

Excluded from the scope of the City Treasurer's Investment responsibilities are investments related to funds dedicated for Retirement purposes and Deferred Compensation investment funds.

7. Objectives

A. Safety of Principal

Safety of Principal is the foremost objective of the City of Redondo Beach. Each investment transaction shall seek to ensure that capital losses are avoided whether from institution default or broker-dealer default. The City shall seek to preserve principal by mitigating the two types of risk, credit risk and market risk.

1. **Credit Risk** Credit risk, defined as the risk of loss due to failure of an issuer of a security, shall be mitigated by investing in only very safe institutions and by diversifying the Pool so that the failure of any one issuer would not unduly harm the City's cash flow.

2. **Market Risk** The risk of market value fluctuations due to overall changes in the general level of interest rates shall be mitigated by limiting the weighted average maturity of the City's Pool to no greater than 2.5 years in a diversified Pool.

B. Liquidity

Liquidity is the second most important objective of the City of Redondo Beach. It is important that an investment contain the feature of being easily sold at any time with a minimal risk of loss of some portion of principal or interest. The City may experience unexpected or unusual circumstances that result in some investments needing to be sold to meet a contingency. Therefore, the City maintains a high degree of liquidity in its pool. To the extent possible, investments will be made so that maturities are compatible with cash flow requirements. To ensure that

sufficient investment Pool liquidity is maintained at all times, a minimum of twenty-five percent (25%) of the overall investment Pool's investments will be maintained in liquid investments in (a) the State Local Agency Investment Fund (LAIF), (b) allowable mutual funds as set forth in Section 15, or (c) securities with a remaining maturity of one year or less, and (d) a combination. No single investment shall be purchased with a term to maturity at the date of purchase that exceeds 5 years, except as special circumstances dictate and with the expressed approval of the City Council.

C. Maturity Matrix

Maturities of investments will be selected based on liquidity requirements in order to minimize interest rate risk and maximize earnings. Current and expected yield curve analysis will be monitored, and the Pool will be invested accordingly. As a general investment guideline, the following percentages of the Pool should be utilized in the selection of investment maturity sectors:

Maturity Range	Suggested Percentage
Less than 1 year	Minimum of 25%
Less than 3 years	Minimum of 50%
3 years to 5 years	Maximum of 50%
Over 5 years	City Council Authorization Required

D. Diversification

The City's Pool will be diversified to avoid incurring unreasonable and avoidable risks. The investments will be diversified by security type and institution. Allowable limits for specific securities types and institutions are delineated in paragraph VI of this Investment Policy. The aggregate single institution limit of commercial paper, medium term corporate notes, certificates of deposits over the FDIC limit, and banker's acceptances, shall not be greater than five percent (5%) of the Pool. In accordance with Section 7.F, maturities shall be laddered to reduce interest rate risk. In a diversified portfolio, occasional measured losses must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

E. Performance Standard/Benchmark

Investment return becomes a consideration only after the basic requirements of investment safety and liquidity have been met. The City's Pool shall be designed to attain a market-average rate of return through economic cycles. Because the Pool is designed to operate on a 'hold-to-maturity' premise (or passive investment style) and because of the safety, liquidity, and yield priorities, the basis that will be used by the City Treasurer in the periodic purchase of investment instruments to determine whether market yields are being achieved shall be the following book return performance standard and benchmark: The 30 month moving average of the 0-5 Year Treasury Index, using month end values.

F. Timing of Maturities and Maximum Maturities

Investment maturities shall be consistent with the cash flow requirements of the City. Investment maturities will also be timed so that a disproportionate number of investments will not mature simultaneously. In consideration of the timing of investment maturities, the City Treasurer shall select investment maturities utilizing a "laddering" maturity strategy, ensuring a sufficient, well balanced mix of investment maturities, on a regular basis, consistent with the operating cash flow requirement of the City. The maximum maturity of any security shall not exceed five years unless authorized by the City Council.

8. Primary Investment Philosophy

The primary investment philosophy of the City is to match investment maturities with expected cash outflows.

9. Standard of Prudence

Management of the City's investments is governed by the Prudent Investor Standard as set forth in the California Government Code section 53600.3:

> "Except as provided in subdivision (a) of Section 27000 .3, all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging , selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

10. Ethics and Conflicts of Interest

All parties involved in the City's investment process shall seek to act responsibly as custodians of the public trust. The City Treasurer, or if appropriate, the Deputy City Treasurer, shall avoid any transaction that might impair public confidence in the City's ability to govern and manage the investment of public funds in an effective manner, including but not limited to, personal business activity that would impair the City Treasurer or Deputy City Treasurer's ability to make an impartial investment decision. The City Treasurer, Deputy City Treasurer, or other official charged with the responsibility of making investment decisions shall have no vested interest in any investment being made involving public funds of the City, and shall gain no financial benefit from such investment decisions.

The City Treasurer and Deputy City Treasurer shall disclose to the City Council any material interests in the financial institutions that conduct business within their jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City of Redondo Beach.

11. Indemnification

To the fullest extent permitted by law, no investment officer exercising his or her assigned authority with due diligence and prudence, and that acts in accordance with the City's Investment Policy, shall be held personally liable for any individual investment losses or for total Pool losses.

Prior to investment, the City Treasurer or designee shall complete an investigation of the pool/fund.

12. Investment Procedures Manual

The City Treasurer will maintain an Investment Procedures Manual as attached in Exhibit C. The purpose of this manual is to provide both current operational details, and a central point of reference, with respect to Treasury Departmental operations associated with the placement, settlement and clearance of all City Investments. The Investment Procedures Manual serves as an operational complement to the City's Statement of Investment Policy, which will be reviewed on an annual basis by both the City Council and the Budget and Finance Commission as provided in Section 23 of this Investment Policy. The City's Independent Auditors will also be provided with a current copy of both the Statement of Investment Policy and the Investment Procedures Manual on an annual basis.

13. Investment Internal Controls

The City Treasurer will maintain a system of internal investment controls and segregation of responsibilities of investment functions in order to assure an adequate system of internal control over the investment function.

Internal controls over investment transactions include a separation of duties so no one person is selecting, executing, and monitoring investment transactions. Investment transactions are reviewed each year by the City's external auditor to ensure internal controls, including compliance with policies, procedures, and applicable laws.

14. Safekeeping And Custody of Securities

The Treasurer shall select one or more financial institutions to provide safekeeping and custodial services for the City, in accordance with the provisions of Section 53608 of the California Government Code. A Safekeeping agreement approved by the City shall be executed with each custodian bank prior to utilizing that bank’s related services. To protect against fraud, embezzlement, or potential losses caused by collapse of individual securities dealers, all securities owned by the City shall be held in safekeeping by a third party bank trust department, acting as agent for the City under the terms of a custody agreement or PSA agreement (repurchase agreement collateral). All trades executed by a dealer will settle delivery vs. payment (DVP) through the City's safekeeping agent.

Upon purchase, sale, or maturity of investment securities, standing settlement instructions are provided to the servicing banks and broker dealers involved in the transactions. Adherence to these standing settlement instructions ensures accurate and timely settlement of investment security transactions. Standing settlement instructions are restricted in nature, ensuring investment settlements are with established institutions.

15. Authorized Investments

The City shall not enter into any investment transaction that might impair public confidence in the Redondo Beach City government. The City is governed by the California Government Code, Sections 53600 et seq. Except as otherwise provided herein, the maximum maturity period for any of these authorized investments is five years from the date of the original purchase of the investment. Within the context of these limitations, the following investments are authorized, as further limited herein. The percentage limitations of authorized investment component categories within this investment policy represent percentages following the provision of sufficient Pool liquidity achieved by maintaining at all times a minimum of twenty-five percent (25%) of the overall Pool's investments in (a) the State Local Agency Investment Fund (LAIF), (b) allowable mutual funds as set forth in Section 15, (c) securities with a remaining maturity of one year or less, and (d) a combination.

A. United States Treasury Obligations — No Limit

United States Treasury Bills, Notes and Bonds, certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for payment of principal and interest. This investment is both safe and liquid. There is no percentage limitation of the Pool that can be invested in this category, although a five-year maturity limitation is applicable.

B. United States Agency Obligations — No Limit

Government National Mortgage Association (GNMA), the Federal Farm Credit Bank System (FFCB), the Federal Home Loan Bank Board (FHLB), the Federal Home Loan Mortgage Corporation (FHLMC), and the Federal National Mortgage Association (FNMA) and those insured by the Federal Housing Administration (FHA). The "prudent investor" rule shall apply for a single agency name, as U.S. Government backing is implied rather than guaranteed. There is no percentage limitation of the Pool that can be invested in this category; although, no greater than forty percent (40%) of the Pool shall be invested with any one issuer.

C. Banker's Acceptances — Maximum of 40%

Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as banker's acceptances. Banker's acceptances purchased may not exceed 180 days to maturity or forty percent of the Pool. No more than five percent of the Pool may be invested in banker's acceptances issued by any one commercial bank. Only those banker's acceptances eligible for purchase by the Federal Reserve System meet eligibility requirements for investment by the pool. Investments in Banker's Acceptances shall be placed in instruments ranked within the top two rating categories by two of the three largest rating services. No more than five percent (5%) of the Pool may be invested in banker's acceptances issued by any one entity.

D. Time Deposits No Limit

Time Deposits are issued by depository institutions against funds deposited for a specific length of time. Time Deposits include instruments such as deposit notes. They are distinct from Certificates of Deposit (CDs) in that interest payments on time deposits are calculated in a manner similar to that of corporate bonds whereas interest payments on CDs are calculated similar to that of money market instruments.

The City may invest in non-negotiable time deposits collateralized in accordance with the California Government Code, in those banks and savings and loan associations that meet the requirements for investment in non-negotiable time deposits. Despite the fact that time deposits are not liquid, there is no restriction by the California Government Code on the percentage of bank/time deposits in the Pool. As such, one hundred percent of the Pool may be invested in this category. All investments in time deposits must be issued by a financial institution whose performance has been reliable, and whose safety rating meets the standards established by the City Treasurer. All investments in time deposits must be properly collateralized in accordance with Section 53652 of the California Government Code. The City Treasurer will periodically monitor, on a discretionary yet diligent basis, the operating performance of all financial institutions holding City time deposits, to ensure compliance to collateralization requirements.

E. Negotiable Certificates of Deposit Maximum of 30%

Negotiable certificates of deposit issued by a nationally or State-Chartered Bank or a State or Federal Savings and Loan Association. Purchases of FDIC insured negotiable certificates of deposits will be insured up to the FDIC limit, which is currently $250,000. No more than $250,000 of the Pool may be invested in negotiable certificates of deposit in any one bank or savings and loan association. Negotiable Certificates of Deposits maximum thirty percent (30%) limit is in aggregate with Certificate of Deposit Placement Service investments.

F. Commercial Paper Maximum of 25%

Commercial Paper ranked "P1" by Moody's Investor Services or "A1" or higher by Standard and Poor's, and issued by a domestic corporation having assets in excess of $500,000,000 and having an "A" or better rating on its long term debentures as provided by Moody's or Standard and Poor's. Purchases of eligible commercial paper may not exceed twenty-five percent (25%) of the Pool or have a term to maturity which exceeds 270 days. No more than five percent of the Pool may be invested in commercial paper issued by any one corporation.

G. Local Agency Investment Fund Maximum of $75 million per account

The City may invest in the Local Agency Investment Fund (LAIF) established by the State Treasurer for the benefit of local agencies up to the $75 million maximum permitted by State law.

H. Medium-Term Notes Maximum of 30%

Medium-Term Notes are all corporate and depository institution debt securities, with a maximum remaining maturity of five years issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. The minimum quality credit rating requirements of Medium Term Notes by California Government Code is "A". City investment policy requires that at time of purchase, Medium Term Notes eligible for investment shall be rated in a rating category of "A" by S&P or Fitch, or "A2" by Moody's Investors Services or its equivalent or better by a nationally recognized rating service. In the event that prior to maturity any Medium Term Note investment experiences a credit rating downgrade to a level below the City's required credit rating, the City Treasurer will initiate a thorough review of the credit quality of the downgraded Medium Term Note to determine the prudency of selling the note prior to its maturity.

No more than thirty percent (30%) of the Pool may be invested in medium term notes. No more than five percent (5%) of the Pool may be invested in notes issued by one corporation or depository institution. In the event that the percentage of Medium Term Note investments within the Pool temporally exceeds the percentage limitation of this investment policy as dictated by California Government Code, the City Treasurer will take prudent action within 30 days to bring the percentage of the Pool invested in Medium Term Notes into compliance with the percentage limitation of this investment policy.

I. Money Market Mutual Funds Maximum of 20%

Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.

1. Prior to selection of investments in any authorized money market mutual funds, the City Treasurer will exercise due diligence in ensuring that all investments in money market mutual funds meet the investment qualification requirements of the California Government Code.

2. No more than twenty percent (20%) of the Pool may be invested in money market mutual funds. . No more than twenty percent (20%) of the Pool may be invested in any individual money market mutual fund.

J. Certificate of Deposit Placement Service Maximum of 30%

AB 2011 added California Government Code Sections 53601.8 and 53635.8, which expanded Local Agencies' permissible investments to include the use of private Certificate of Deposit placement services. AB 2011 provided Local Agencies with an investment tool that minimizes monitoring and administration of their surplus cash investments while allowing smaller local banks to accept deposits that they currently are unable to because of collateralization requirements. Rather than dealing potentially with multiple banks to ensure full

FDIC insurance coverage for deposits, AB 2011 provided Local Agencies with a means to work with one bank for non-negotiable Certificate of Deposit investments. The statute limits total Pool investment in Certificates of Deposit to thirty percent (30%) of combined negotiable Certificates of Deposit as authorized under California Government Code Section 53601 (h).

K. Supranationals Maximum of 15%

United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AA" or better by at least one of the three large rating agencies, Moody's, Standard & Poor's, or Fitch, and shall not exceed fifteen percent of the Pool. No greater than five percent (5%) of the Pool shall be invested in any one issuer.

L. Authorized yet Currently Unutilized Investments

In managing the Pool, the City Treasurer does not currently utilize the following types of investments that are authorized by California Government Code: Local Agency Bonds; State Obligations of California and other States; California Local Agency Obligations; Repurchase Agreements; Reverse Repurchase Agreements; Mortgage Pass through Securities; and County Pooled Investment Funds. It is the policy of the City of Redondo Beach not to use the above listed types of investments.

M. Collateralized Bank Deposits No Limit

Deposits that are at all times secured by a valid first priority security interest in securities of all types listed by Section 53651 as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by Section 53652 for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted.

N. Joint Powers Authority Maximum of 20%

Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions of the California Code 53601 (a) to (r), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(1) The adviser is registered or exempt from registration with the United States Securities and Exchange Commission.

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.

(3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

No more than 20 percent of the City's funds may be invested in JPAs.

O. Summary of Maximum Percentage Limitations of Investments, by Investment Type

Recognizing maintenance of the minimum investment liquidity requirements as addressed within section 7.B of this Investment Policy, the following summary of maximum percentage limitations by investment instrument is established for the City's Pool. The percentage limitations of authorized investment component categories within this investment policy represent percentages following the provision of sufficient Pool liquidity.

Investment Type	Maximum Percentage	Maximum Issuer %	Maximum Maturity	CA Government Code Section
U.S. Treasury Obligations	No limit	No limit	5 years	Cal. Gov't Code § § 53601 (b), 53651 (a)
U.S. Agency Obligations	No limit	40%	5 years	Cal. Gov't Code § 53601 (f)
Bankers Acceptances	40%	5%	180 days	Cal. Gov't Code § 53601 (g)
Time Deposits	No limit	No limit	5 years	Cal. Gov't Code § § 53601, 53638
Negotiable Certificates of Deposit	30% (combined with CD Placement Service)	$250,000	5 years	Cal. Gov't Code § 53601 (i)
Commercial Paper	25%	5%	270 days	Cal. Gov't Code § 53601 (h)
Local Agency Investment Fund	Per State Limit - $75 million per Account	Per State Limit - $75 million per Account	N/A	Cal. Gov't Code § 16429.1
Medium Term Corporate	30%	5%	5 years	Cal. Gov't Code § 53601 (k)
Money Market Mutual Funds	20%	20%	N/A	Cal. Gov't Code § 53601 (l)
Certificate of Deposit Placement Service	30% (combined with CDs)	30%	5 years	Cal. Gov't Code § § 53601.8 53635.8
Supranationals	15%	5%	5 years	Cal. Gov't Code § 53601 (q)
Collateralized Bank Deposits	No Limit	No Limit	N/A	Cal. Gov't Code § § 53651 and 53652 (a)
Joint Powers Authority	20%	20%	NA	Cal. Gov't Code § 53601 (p)

In the event, the percentage of investments within any of the authorized types of investments within the Pool temporally exceeds the percentage limitation of this investment policy as dictated by the California Government Code, the City

Treasurer will take prudent action within 30 days to bring the percentage of the type of investment that temporally exceeds the percentage limitation into compliance with the percentage limitation of this investment policy.

P. Legislative Changes

Any State of California legislative action, that further restricts allowable maturities, investment type or percentage allocations, will be incorporated into the Investment Policy and supersede any and all previous applicable language.

16. Unauthorized Investments

Ineligible Investments are those that are described herein, including but not limited to common stocks, long term (over five years to maturity) notes and bonds, derivative based instruments, inverse floaters, futures and options, interest-only strips that are derived from a pool of mortgages, securities with high price volatility or limited marketability, and any maturity that could result in zero interest accrual if held to maturity, are prohibited from use in the Pool.

17. Portfolio Management Activity

The investment program shall seek to augment returns consistent with the intent of this policy, identified risk limitations and prudent investment principals. These objectives will be achieved by use of the following strategies:

A. **Active Portfolio Management--**Through active fund and cash flow management taking advantage of current economic and interest rate trends, the pool yield may be enhanced with limited and measurable increases in risk by extending the weighted maturity of the total pool.

B. **Portfolio Maturity Management--**When structuring the maturity composition of the pool, the City shall evaluate current and expected interest rate yields and necessary cash flow requirements. It is recognized that in normal market conditions longer maturities produce higher yields. However, the securities with longer maturities also experience greater price fluctuations when the level of interest rates change.

C. **Security Swaps--**The City may take advantage of security swap opportunities to improve the overall pool yield. A swap which improves the pool yield may be selected even if the transactions result in an accounting loss. Documentation for swaps will be included in the City's permanent investment file documents.

D. **Competitive Bidding--** To ensure that the purchase of City investments is obtained in the most cost effective and efficient manner, the City Treasurer will encourage competitive bidding for City investment transactions. On an annual basis, the City Treasurer will accept applications from qualified members of the investment broker-dealer community interested in bidding on City investment instruments. The City Treasurer shall establish, on an annual basis, a limited array of qualified broker-dealers to serve the City's investment opportunities. Selection criteria for inclusion on the City's annual list of broker-dealers will be based upon merit, expertise, and performance.

Competitive bidding on individual investment transactions is required on all transactions except those pertaining to "new issue" securities. A new issue security denotes a security that is originally brought to market. Investments in "non-new issue" securities, and the sale of all securities, will require the competitive bid of at least two bidders from the approved list of broker dealers.

Competitive bidding for security swaps is also suggested, however, it is understood that certain time constraints and broker inventory limitations exist which would not accommodate the competitive bidding process. If a time or inventory constraining condition exists, the pricing of the swap should be verified to current market conditions and documented for auditing purposes.

Details of investment transactions involving competitive bidding will be included in the City Treasurer's quarterly report provided to the City Council and the Budget and Finance Commission.

To ensure the accurate and timely processing, clearance, and settlement of all City Investments, the City Treasurer shall maintain an Investment Procedures Manual. This manual provides current details with respect to operational procedures associated with the placement and clearance of all City Investments. To ensure the accuracy and timeliness of this Investment Procedures Manual, the manual will be reviewed on an annual basis by the City's Independent Auditors.

If the City utilizes an Investment Advisor, the Investment Advisor shall act on a non-discretionary basis as set forth below.

Upon written approval from the City Treasurer, the Investment Advisor shall execute trades on behalf of the City by obtaining at least three bids or offers. However, multiple offers may not be available if the security is a new issue or offered by fewer than three broker/dealers. In that event, the Investment Advisor shall document the bids and offers received, and provide yield information to the City Treasurer for comparable securities.

All investment transactions executed by the Investment Advisor shall comply with Sections 7 (Objectives) and 15 (Authorized Investments) of this Policy. The Investment Advisor shall also comply with applicable laws, rules, regulations, and guidelines, including but not limited to, the Securities and Exchange Commission, and guidelines stipulated in its Securities and Exchange Commission Form ADV and ADV Part 2A Brochures, which shall be provided to the City annually.

18. Collateralization

Investments in time certificates of deposits shall be fully insured up to $250,000 by the Federal Deposit Insurance Corporation or the Federal Savings & Loan Insurance Corporation, as appropriate. Investments in time certificates of deposit in excess of $250,000 shall be properly collateralized. Section 53652 of the California Government Code requires that the depository pledge securities with a market value of at least ten percent (10%) in excess of the City's deposit as collateral in government securities, and fifty percent (50%) in excess of the deposit as collateral in mortgage pools. Section 53649

of the California Government Code specifies that the City Treasurer is responsible for entering into deposit contracts with each depository. Investments held with Third Parties holding collateral for the investment shall be properly collateralized in accordance with collateralization requirements of the California Government Code.

19. Registered Investment Advisor Service

Federal and State Regulation: Investment Advisors with assets under management of $25 million to $100 million or more are registered by the Securities and Exchange Commission (SEC), under the Investment Advisers Act of 1940 (Act). The Act requires investment advisors to file an initial application, known as the "Uniform Application for Investment Advisor Registration" or "Form ADV," with the SEC. They also must file an annual updating amendment, as well as an amendment any time a significant change has occurred at the firm. The

SEC requires investment advisors to maintain extensive records, and has the authority to sanction advisors who break the law or rules established under the Act. The SEC generally conducts routine inspections of advisors' records about once every five years, and may initiate an inspection on the basis of an investor complaint. Advisors registered with the SEC also must submit a simplified filing with securities authorities in the states in which they do business. The City shall only deal with SEC registered investment advisors with $1 billion or more of funds under management.

Investment advisors with assets under management of less than $25 million are regulated by the states in which they do business. In California, such investment advisors register with the California Department of Corporations. It is important to note that the regulatory authorities do not review the credentials or qualifications of advisors, nor do they "approve" or endorse any advisory firm or individual. The role of the regulatory authorities is to enforce the securities laws and not to judge the qualifications of individual advisors.

CDIAC advises that in 1996, the California Attorney General published Opinion 95-807 which addresses utilization of outside investment managers. The opinion states that a City Treasurer can have a contract with an external investment manager. Since there is no specific reference to a section of the California Government Code regarding these services, reference to Opinion 95-807 is sufficient.

20. Authorized Financial Dealers And Institutions

The City shall transact business only with nationally or state chartered banks, federal or state savings and loan institutions, and registered primary investment securities dealers. The purchase by the City of any investment other than those purchased directly from the issuer, shall be purchased either from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the California Corporations Code, who is a member of the Financial Industry Regulatory Authority (FINRA), or a member of a Federally regulated securities exchange, a National or State-Chartered Bank, a Federal or State Association (as defined by Section 5102 of the California Financial Code), or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank.

To continue to maintain broker/dealers with quality services, expertise, and credit worthiness, the City Treasurer may, on a selective basis, expand the approved list of primary dealers to include "qualified regional" dealers.

A "qualified regional" dealer must demonstrate the following requirements:

- The "qualified regional" firm must be able to demonstrate their services and/or expertise is not currently being provided by a primary broker/dealer and will specifically and immediately benefit the City.

- In addition to qualifying under the Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule), the regional dealer shall not self-clear securities. The clearinghouse through which all transactions are cleared and settled has a minimum investment grade rating of A or better by S&P or Moody.

- The representatives chosen to work with the City Treasurer are institutional brokers familiar with and experienced in the specific needs of California public funds. "Familiar" implies an institutional broker who spends the majority of their time and effort working with public funds.

All institutions which the City Treasurer wishes to do business shall be investigated to determine if they are adequately capitalized, have pending legal action against the firm or the individual broker, are registered with FINRA, make markets in the securities appropriate to the City's needs, and agree to abide by the conditions set forth in the City of Redondo Beach's Investment Policy.

The City Treasurer shall annually send a copy of the current Investment Policy to all broker/dealers approved to do business with the City. Confirmation is required of broker dealers of receipt of this policy and shall be considered evidence that the dealer understands the City's investment policies and intends to sell the City only appropriate investments authorized by this investment policy.

To further ensure that investments are purchased only through well established, financially sound institutions, the City Treasurer shall maintain a list of financial institutions and brokers approved for the conduct of investment transactions. All financing institutions and brokers who desire to become qualified bidders for investment transactions will be given a copy of the City's Investment Policy, and in turn must supply the City Treasurer with the following:

- Current audited financial statements (within 120 days of Fiscal Year End).

- Depository contracts, as appropriate.

- A copy of the latest FDIC call report or the latest FHLB report, as appropriate

- Proof that commercial banks, savings banks, or savings and loan associations are state or federally chartered.

- Proof that brokerage firms are members in good standing on a national securities exchange.

- Proof of State registration.

- Trading resolution.

- Completed Broker/Dealer Questionnaire.

- Certification of having read the City's investment policy and depository contracts.

Commercial banks, savings banks, and savings and loan associations must maintain a minimum net worth to asset ratio of three percent (3%) (total regulatory net worth divided by total assets), and must have had positive net earnings for the last reporting period.

A list of qualified brokers from which the City may purchase investments will be submitted annually by the City Treasurer for approval by the City Council as part of the annual review of investment strategy.

See EXHIBIT A regarding broker/dealers utilized by the investment advisor.

21. Monthly and Quarterly Reporting

The City Treasurer shall render a monthly report to the City Council showing the type of investment, issuing institution, date of maturity, amount of deposit, current market value for all securities, rate of interest, percentage of the Pool representing each investment category, transactions for the period, the ability of the City to meet the expenditure requirements for the next six months or provide and explanation why requirements may not be met, comments with respect to the current fixed income marketplace and current economic conditions impacting the value of fixed income investments, and such data as may be required by the City Council. The City Treasurer shall make quarterly presentations to the Budget and Finance Commission and to the City Council analyzing the Pool and investment market trends.

The securities held by the City must be in compliance with Section 15 Authorized Investments at the time of purchase. Because some securities may not comply with Section 15 Authorized Investments subsequent to the date of purchase, the Treasurer shall at least quarterly review the portfolio to identify those securities that do not comply. The Treasurer shall report to the Budget and Finance Commission, should one exist, major and critical incidences of noncompliance identified through the review of the Pool.

22. Ongoing Training and Education

The City strives for professionalism and accountability in the investment of its funds. In order to assure the highest possible professional standards, the City may provide opportunities and funding for the personnel involved in the investment function to complete continuing education programs or other training in cash and investment management sufficient to maintain their skills and remain up-to-date on best practices and new regulations.

23. Annual Policy Review and Adoption

This Investment Policy shall be reviewed annually by both the Budget and Finance Commission and the City Council to ensure its consistency with the overall objectives of preservation of Principal, Liquidity, and Yield, its relevance to current financial and economic trends, and ability to meet the cash flow operational needs of the City. As part of the City Council's annual review of the City's Statement of Investment Policy, and in

accordance with the requirements of the California Government Code, the City Council will adopt the City's Statement of Investment Policy, inclusive of amendments, on an annual basis. To ensure that the Statement of Investment Policy meets continued high standards of legal compliance and reporting excellence, the City Treasurer will submit the Statement of Investment Policy to the California Municipal Treasurer's Association or the Association of Public Treasurers of the United States and Canada for review and recertification no sooner than every three years, nor later than every five years.

EXHIBIT A

REGISTERED INVESTMENT ADVISOR AND QUALIFIED BROKERS FROM WHICH THE CITY MAY PURCHASE INVESTMENTS

Registered Investment Advisor: Rick Phillips, Meeder Public Funds, Inc.

Qualified Brokers: Meeder Public Funds, Inc. maintains an approved list of qualified Broker Dealers, which will be used in transacting business with the City of Redondo Beach.

City Investment Policy Annual Review: August 19, 2025

Budget and Finance Commission Review: August 14, 2025

City Investment Policy Annual Adoption: August 19, 2025

EXHIBIT B

GLOSSARY OF TERMS

The following is a glossary of key terms which appear in the Government Investment Officers Association's Model Investment Policy. (Note: The entity's Policy should include relevant terms, not all terms may need to be included)

144A: A Section of the Securities and Exchange Commission (SEC) which restricts trades of privately placed securities so that these investments can be traded among qualified institutional buyers.

Accretion: The increase in the value of a discounted instrument as time passes and as the maturity date gets closer. The value of the instrument will accrete (grow) at the interest rate implied by the discounted issuance price, the value at maturity, and the term to maturity.

Accrued Interest: The interest that has accumulated but has not yet been paid from the most recent interest payment date or issue date to a certain date.

Agency: A debt security issued by an agency or instrumentality of the United States. Agencies are backed by each particular agency or instrumentality of the United States with a market perception that there is an implicit government guarantee.

Amortized Cost: The original cost of the principal adjusted for the periodic reduction of any discount or
premium from the purchase date until a specific date (also called "Book Value").

Amortization: The systematic reduction of the amount owed on a debt issue through periodic payments of principal. The decrease in the value of a premium instrument as time passes and as the maturity date gets closer. The value of the instrument will amortize (decrease) at the interest rate implied by the discounted issuance price, the value at maturity, and the term to maturity.

Asset-Backed Security: A security backed by notes or receivables against assets other than real estate. Examples are autos, credit cards, and equipment.

Ask/Offer: The price at which securities are offered.

Bankers' Acceptances: A short-term credit instrument created by a non-financial firm and guaranteed by a bank as to payment. Acceptances are traded at discounts from face value in the secondary market on the basis of the credit quality of the guaranteeing banks.

Basis Point: A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield. As an example, the difference between a security yielding 2.00% and 2.25% is 25 basis points.

Benchmark: A comparative base for measuring the performance or risk tolerance of an investment portfolio. A benchmark should represent the persistent and prominent characteristics of a portfolio, taking into account metrics such as duration, investment type, and asset allocation.

Bid: The indicated price at which a buyer is willing to purchase a security or commodity.

Bond: A long-term debt instrument of a government or corporation promising payment of the original
investment plus interest by a specified future date.

Book or Effective Return: The sum of all investment income plus realized gains and losses.

Book Value: The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

Broker: A broker facilitates security trades on behalf of investors (see Dealer).

Bullet: A colloquial term for a bond that cannot be redeemed, or called, prior to maturity.

Callable Bond: A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

Call Price: The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

Call Risk: The risk to a bondholder that a bond may be redeemed prior to maturity.

Cash Sale/Purchase: A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

Certificate of Deposit: A debt instrument issued by financial institutions that will pay interest, periodically or at maturity, and principal when it reaches maturity. Maturities range from a few weeks to several years.

Collateralization: A process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

Collateralization: Process by which a borrower pledges securities, property or other deposits for the
purpose of securing the repayment of a loan and/or security.

Collateralized (Guaranteed) Investment Contracts (CIC): A CIC is a fixed rate, fixed maturity contract similar to a bond that is typically collateralized by an insurance company. However, unlike a bond, a CIC is always carried or valued at par. CICs are primarily utilized for the investment of bond proceeds.

Commercial Paper: An unsecured short-term promissory note issued by corporations, with maturities typically ranging from 1 to 270 days, and usually transacts at a discount with no coupon payments.

Comprehensive Annual Financial Report (CAFR): The CAFR is the entity's official annual financial report. It consists of three major sections: introductory, financial, and statistical. The introductory section furnishes general information on the entity's structure, services, and environment. The financial section contains all basic financial statements and required supplementary information, as well as information on all individual funds and discretely presented

component units not reported separately in the basic financial statements. The reported information is in conformity with accounting principles generally accepted in the United States of America (GAAP). The financial section may also include supplementary information not required by GAAP. The statistical section provides trend data and nonfinancial data useful in interpreting the basic financial statements and is especially important for evaluating economic condition.

Convexity: A measure of how much a fixed-income instrument's duration changes when interest rates change. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Security: A debt obligation issued by a corporation.

Coupon or Coupon Rate: The stated interest rate on a debt security that an issuer promises to pay. The origin of the term "coupon" is that bonds were historically issued in the form of bearer certificates. Physical possession of the certificate was proof of ownership. Several coupons, one for each scheduled interest payment, were printed on the certificate.

Credit Quality: The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

Credit Risk: The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Current Yield (Current Return): A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

CUSIP: A unique identifier for a security developed by the Committee on Uniform Security Identification
Procedures (CUSIP). The identifier is a nine-digit alphanumeric character. The first six characters identify the issuer, the following two identify the issue, and the final character is a check digit. CUSIPs are correlated to an alphabetical listing of the issuer's name.

Day Count Convention: A day-count convention is the system used to calculate the amount of accrued interest or the present value when the next coupon payment is less than a full coupon period away. Each bond market and financial instrument has its own day-count convention, which varies depending on the type of instrument, whether the interest rate is fixed or floating, and the country of issuance. Among the most common conventions are 30/360 or 365, actual/360 or 365, and actual/actual.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for their own account. (see Broker).

Debenture: A bond secured only by the general credit of the issuer and not by physical assets or collateral of the company.

Delivery (Settlement): There are typically four types of delivery or settlement of securities: cash, which is the same day as the transaction occurred; regular, which trade day plus one; corporate,

which is trade day plus two; and forward, which typically occurs three to thirty days after the trade date.

Delivery Versus Payment (DVP): A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

Derivative Security: Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Discount: The amount by which the par value of a security exceeds the price paid for the security.

Discount Rate: The interest rate member banks pay the Federal Reserve when the banks use securities as collateral.

Diversification: A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates. There are three primary types of duration: Macaulay Duration, Modified Duration, and Effective Duration.

> **Macaulay Duration** was developed in 1938 by Frederic Macaulay, this form of duration measures the number of years required to recover the true cost of a bond, considering the present value of all coupon and principal payments received in the future. Thus, it is the only type of duration quoted in "years." Interest rates are assumed to be continuously compounded.
>
> **Modified Duration** expands or modifies Macaulay duration to measure the responsiveness of a bond's price to interest rate changes. It is defined as the percentage change in price for a 100 basis point change in interest rates. The formula assumes that the cash flows of the bond do not change as interest rates change (which is not the case for most callable bonds).
>
> **Effective Duration** (sometimes called option-adjusted duration) further refines the modified duration calculation and is particularly useful when a portfolio contains callable securities. Effective duration requires the use of a complex model for pricing bonds that adjusts the price of the bond to reflect changes in the value of the bond's "embedded options" (e.g., call options or a sinking fund schedule) based on the probability that the option will be exercised. Effective duration incorporates a bond's yield, coupon, final maturity and call features into one number that indicates how price-sensitive a bond or portfolio is to changes in interest rates.

Earnings Apportionment: The distribution of investment income to investment pool participants.

Environmental, Social, and Governance (ESG): (ESG) criteria are a set of standards for a company's operations that socially conscious investors use to screen potential investments. Environmental criteria consider how a company performs as a steward of nature. Social criteria examine how it manages relationships with employees, suppliers, customers, and the

communities where it operates. Governance deals with a company's leadership, executive pay, audits, internal controls, and shareholder rights.

Fair Value: The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Agricultural Mortgage Corporation (FAMC/Farmer Mac): Farmer Mac is a stockholder-owned, federally chartered corporation with the mission of providing a secondary market for a variety of loans made to borrowers in rural America. Farmer Mac was established under federal legislation in 1988. Farmer Mac is an instrumentality of the United States and government-sponsored enterprise ("GSE") by virtue of the status conferred by its charter. s. Farmer Mac is part of the Farm Credit System but is separate from the Federal Farm Credit Banks and Funding Corporation. It is based primarily in Washington, D.C, and also has offices in Iowa, Idaho, and California.

Federal Deposit Insurance Corporation (FDIC): The FDIC preserves and promotes public confidence in the U.S. financial system by insuring deposits in banks and thrift institutions for at least $250,000; by identifying, monitoring and addressing risks to the deposit insurance funds; and by limiting the effect on the economy and the financial system when a bank or thrift institution fails. An independent agency of the federal government, the FDIC was created in 1933 in response to the thousands of bank failures that occurred in the 1920s and early 1930s. Since the start of FDIC insurance on January 1, 1934, no depositor has lost a single cent of insured funds as a result of a failure. The FDIC receives no Congressional appropriations - it is funded by premiums that banks and thrift institutions pay for deposit insurance coverage and from earnings on investments in U.S. Treasury securities. The FDIC insures trillions of dollars of deposits in U.S. banks and thrifts - deposits in virtually every bank and thrift in the country.

Federal Funds (Fed Funds): Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered to be immediately available funds.

Federal Funds Rate: Interest rate charged by one institution lending federal funds to the other.

Federal Farm Credit Bank (FFCB/Farm Credit): The Federal Farm Credit Banks Funding Corporation is responsible for issuing and marketing debt securities on behalf of the four Banks of the Farm Credit System: AgFirst FCB, Agribank FCB, FCB of Texas. And CoBank, ACB. These four Banks (located in South Carolina, Minnesota, Texas, and Colorado) are a leading provider of loans, leases and services to rural communities and U.S. agriculture. The Farm Credit System is a government-sponsored enterprise, created in 1916 and dedicated to assuring a steady source of financing to qualified borrowers. The Federal Farm Credit Banks Funding Corporation is based in Jersey City, New Jersey.

Federal Home Loan Banks (FHLB/Home Loan): The Federal Home Loan Banks are 11 U.S. government-sponsored banks that provide reliable liquidity to member financial institutions to support housing finance and community investment. With their members, the FHLB represents the largest collective source of home mortgage and community credit in the United States. FHLB was created by Congress in 1932 by the Federal Home Loan Bank Act and is located in Reston, Virginia.

Federal Home Loan Mortgage Corporation (FHLMC/Freddie Mac): Freddie Mac was created by Congress in 1970 to expand the secondary market for mortgages in the US. Along with the Federal National Mortgage Association, buys mortgages on the secondary market, pools them, and sells them as a mortgage-backed security to investors on the open market. This secondary mortgage market increases the supply of money available for mortgage lending and increases the money available for new home purchases. Freddie Mac, is headquartered in McLean, Virginia.

Federal National Mortgage Association (FNMA/Fannie Mae): Fannie Mae was created Congress in 1938 to provide supplemental liquidity to the mortgage market, similar to the FHLMC. Fannie Mae, is headquartered in Washington, D.C.

Federal Open Market Committee (FOMC): The FOMC is the branch of the Federal Reserve Board that determines the direction of monetary policy. The FOMC meets several times a year to discuss whether to maintain or change current policy.

Federal Reserve Board (FRB): The governing body of the Federal Reserve System (12 regional Federal banks monitoring the commercial and savings banks in their regions). The board establishes policies on such key matters as reserve requirements and other regulations, sets the discount rate, and tightens or loosens the availability of credit in the economy.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 6,000 commercial banks that are members of the system. These member banks hold stock in the Federal Reserve Banks and earn dividends.

Financial Industry Regulatory Authority (FINRA): FINRA is a private corporation, authorized by Congress, that acts as a self-regulatory organization. FINRA is the successor to the National Association of Securities Dealers, Inc. and the member regulation, enforcement, and arbitration operations of the New York Stock Exchange. FINRA also provides BrokerCheck, which is a service to obtain information regarding brokers, brokerage firms, and investment advisors.

Fitch: A credit rating agency that as one of its services, analyzes and rates securities. Fitch Ratings is one of the “Big Three” credit rating agencies, along with Moody’s and S&P.

Floating Rate Securities: A bond whose interest rate is adjusted according to the interest rates of other financial instruments. These instruments provide protection against rising interest rates, but pay lower yields than fixed rate notes.

Futures: Futures are derivative financial contracts that obligate the parties to transact an asset at a predetermined future date and price. Here, the buyer must purchase or the seller must sell the underlying asset at the set price, regardless of the current market price at the expiration date.

Generally Accepted Accounting Principles (GAAP): GAAP refer to a common set of accepted accounting principles, standards, and procedures that companies and their accountants must follow when they compile their financial statements. GAAP is a combination of authoritative standards (set by policy boards) and the commonly accepted ways of recording and reporting accounting information. GAAP improves the clarity of the communication of financial information.

Governmental Account Standards Board (GASB): GASB is a non-profit entity that was organized in 1984 by the Financial Accounting Foundation (FAF) to establish standards of financial accounting and reporting for state and local governmental entities. Its standards guide the preparation of external financial reports of those entities.

Government National Mortgage Association (GNMA/Ginnie Mae): Ginnie Mae is a U.S. government corporation that guarantees the timely payment of principal and interest on mortgage-backed securities issued by approved GNMA lenders. That assurance allows the mortgage lenders to obtain a better price for these offerings in the capital markets. Those improved proceeds, in turn, allow the lenders to make additional mortgage loans, and at lower costs to finance. GNMA was created by Congress in 1968 and is headquartered in Washington D.C.

Government Securities: An obligation backed by the full faith and credit of the U.S. government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

Government Sponsored Enterprises (GSEs): Federally-chartered agency or instrumentality of the United States Government

IDC Ranking: IDC Financial Publishing, Inc. compiles financial data on all banks, thrifts, and credit unions reporting to the federal government, and publishes a ranking based on 24 key indicators.

Interest Rate: See "Coupon Rate."

Interest Rate Risk: The risk associated with declines or rises in interest rates, which cause an investment in a fixed-income security to increase or decrease in value. Duration is a measure of interest rate risk.

Interest Rate Swap: An interest rate swap is a forward contract in which one stream of future interest payments is exchanged for another based on a specified principal amount. Interest rate swaps usually involve the exchange of a fixed interest rate for a floating rate, or vice versa, to reduce or increase exposure to fluctuations in interest rates or to obtain a marginally lower interest rate than would have been possible without the swap.

Inter-American Development Bank (IADB): An international financial institution that supports Latin American and Caribbean economic development, social development and regional integration by lending to governments and government agencies, including State corporations. The IADB is headquartered in Washington, D.C. IADB is a supranational organization and was established in 1959.

International Bank for Reconstruction and Development (IBRD): An international financial institution that offers loans to middle-income developing countries. The IBRD is the first of five member institutions that compose the World Bank Group, and is headquartered in Washington, D.C. IBRD is a supranational organization and was established in 1944.

International Finance Corporation (IFC): An international financial institution that offers investment, advisory, and asset-management services to encourage private-sector development in less developed countries. The IFC is a member of the World Bank Group and is headquartered in Washington, D.C. IFC is a supranational organization and was established in 1956.

Inverse Floater: An inverse floater is a bond or other type of debt whose coupon rate has an inverse relationship to a benchmark rate. An inverse floater adjusts its coupon payment as the interest rate changes.

Inverted Yield Curve: A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of (or anticipation of) high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

Investment Company Act of 1940: Federal legislation, which sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.
Investment Policy: A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

Investment-Grade Obligations: Obligations that are rated BBB or higher by a rating agency

Joint Powers Authority: A Joint Powers Authority (JPA) is a legal entity formed by two or more public agencies to work together on a specific project or purpose.

Leverage: The use of financial leverage to control a greater amount of assets (by borrowing money) will cause the returns on the owner's cash investment to be amplified.

Liquidity: The amount of a portfolio or an asset that can be converted easily and quickly into cash.

Local Government Investment Pool (LGIP): An investment by local governments in which their money is pooled as a method for managing local funds.

Make Whole Call: A make whole call provision is a type of call provision on a bond allowing the issuer to pay off remaining debt early. The issuer typically has to make a lump sum payment to the investor derived from a formula based on the net present value (NPV) of future coupon payments that will not be paid incrementally because of the call combined with the principal payment the investor would have received at maturity.

Mark-to-Market: The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Risk: The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value: Current market price of a security.

Master Repurchase Agreement (MRA): A written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower. SIFMA's MRA is the industry standard agreement.

Maturity: The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity".

Medium Term Notes: Debt obligations of banks, corporations, and insurance companies. They are issued at a specific rate of return for a specific period of time.

Monetary Policy: The way in which the money supply is managed by the Federal Reserve Board. The FRB manipulates the money supply either through open market transactions, member bank reserve requirements, or through changing the Fed Funds Rate or the Discount Rate.

Money Market: Typically refers to short-term debt instruments (bills, commercial paper, discount notes, etc.).

Money Market Fund: Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos, and federal funds).

Moody's Investors Service: A company that as one of its services, analyzes and rates securities (similar to Fitch and Standard and Poor's).

Mortgage-Backed Security: A security that is backed by a pool of mortgages. Generally, the security is issued or guaranteed by the United States or its agencies or instrumentalities, but also may be issued by financial institutions such as banks.

Municipal Bond: A municipal bond is a debt security issued by a local government, such as county, state, city, special improvement district, to finance its capital expenditures, including the construction of highways, bridges or schools. Municipal bonds can issue taxable or tax-exempt from federal, state, and local taxes.

Mutual Fund: A mutual fund is a professionally managed investment fund that pools money from many investors to purchase securities. These investors may be retail or institutional in nature. Mutual funds have advantages and disadvantages compared to direct investing in individual securities.

Nationally Recognized Statistical Rating Organization (NRSRO): A credit rating agency that issues credit ratings that the U.S. Securities and Exchange Commission (SEC) permits other financial firms to use for certain regulatory purposes. The most recognized NRSROs are Fitch, Moody's, and Standard and Poor's.

National Association of Securities Dealers (NASD): A self-regulatory organization of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Nominal Yield: The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon," "coupon rate," or "interest rate."

Offer: An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "Ask price."

Open Market Operations: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Option Adjusted Spread (OAS): Option-adjusted spread is the yield spread which has to be added to a benchmark yield curve to discount a security's payments to match its market price, using a dynamic pricing model that accounts for embedded options. OAS is hence model-dependent.

Overnight Indexed Swap (OIS): OIS is an interest rate swap where the periodic floating payment is generally based on a return calculated from a daily compound interest investment. ... The LIBOR–OIS spread is the difference between LIBOR and the OIS rates.

Par: Face value or principal value of a bond, typically $1,000 per bond.

Pass-Thorough Securities: A debt instrument that reflects an interest in a mortgage pool, consumer
receivables pool and equipment lease-backed pool that serves as collateral for a bond.

Portfolio: Collection of securities held by an investor.

Positive (Normal) Yield Curve - A chart formation that illustrates short-term securities having lower yields than long-term securities.

Premium: The amount by which the price paid for a security exceeds the security's par value.

Primary Dealer: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers and banks.

Prime Rate - A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

Principal - The face value or par value of a debt instrument. Also, may refer to the amount of capital invested in a given security.

Private Placements: Securities that do not have to be registered with the Securities and Exchange Commission because they are offered to a limited number of sophisticated investors.

Prospectus - A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements.

Range Notes: Notes which pay interest only if the underlying index upon which it is benchmarked, falls
within a certain range.

Real Adjustment: When a specific metric or economic indicator is adjusted for inflation.

Regional Dealer: Non-Primary broker-dealers and banks, which transact in the fixed-income markets.

Regular Settlement: Securities settlement that calls for delivery and payment on the next business day following the trade day for government securities and the second business day following the trade date for corporate and municipal securities. Money market funds and money market instruments are settled on a same day basis.

Reinvestment Risk: The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

Repurchase Agreement (Repo or RP): An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.
Reverse Repurchase Agreement (Reverse Repo): An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Rule 2a-7 of the Investment Company Act: Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13- month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar ($1.00).

Safekeeping: The holding of assets (e.g., securities) by a financial institution.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities and Exchange Commission (SEC): The government agency that regulates and supervises the securities industry. The commission administers federal law, formulates and enforces rules to protect against malpractice, and seeks to ensure that companies provide the fullest possible disclosure to investors. All of the national exchanges and virtually all institutions in the securities industry fall under its jurisdiction.

SEC RULE I5(C))3-1: See Uniform Net Capital Rule.

Securities Lending: Securities lending is when entities transfer or “loan” their securities to broker-dealers in return for cash collateral and simultaneously agree to return the collateral in exchange for the same securities in the future. Entities then invest the cash received as collateral in allowable investments, such as commercial paper, at a rate that exceeds the “rebate” or loan rate paid to the broker-dealer for the cash collateral. These transactions are structured to result in earning an incremental income on a portion of the investment portfolio. The amount of securities loaned from the portfolio and the income generated is dependent upon market conditions.

Security Swap: Selling one asset and buying another.

Securities Industry and Financial Markets Association (SIFMA): SIFMA is the leading trade association for broker-dealers, investment banks and asset managers operating in the U.S. and global capital markets.
SIFMA was formed in 2006, from the merger of the Bond Market Association and the Securities Industry Association. SIFMA also provides a recommended holiday schedule for the U.S. financial markets.

Standard and Poor's (S&P): A company that as one of its services, analyzes and rates securities (similar to Moody's Investors Service).

Standard of Prudence: An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices. Generally, the Prudent Person and Prudent Investor are used, with the Prudent Investor being more relevant to state and local governments.

Stated Final Maturity: The date when the final principal amount of a note, draft, or other debt instrument becomes due and is repaid to the investor.

Straight Line Amortization: A common method of calculating accretion or amortization of a discount or premium security to par or 100 from the purchase date to the maturity date. It is calculated by dividing the discount/premium amount by the number of days to maturity, without regard to a security's day count convention.

Structured Notes: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, etc.) and corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

Structured Overnight Financing Rate (SOFR): SOFR is a broad measure of the cost of borrowing cash overnight collateralized by Treasury securities. The SOFR includes all trades in the Broad General Collateral Rate plus bilateral Treasury repurchase agreement (repo) transactions cleared through the Delivery-versus-Payment (DVP) service offered by the Fixed Income Clearing Corporation (FICC), which is filtered to remove a portion of transactions considered "specials".
The SOFR is calculated as a volume-weighted median of transaction-level tri-party repo data collected from the Bank of New York Mellon as well as GCF Repo transaction data and data on bilateral Treasury repo transactions cleared through FICC's DVP service, which are obtained from DTCC Solutions LLC, an affiliate of the Depository Trust & Clearing Corporation. Each business day, the New York Fed publishes the SOFR on the New York Fed website at approximately 8:00 a.m.

Supranational: A supranational entity is formed by two or more central governments with the purpose of promoting economic development for the member countries. Supranational institutions finance their activities by issuing debt, such as supranational bonds. The three U.S. based supranationals are International Bank for Reconstruction and Development, the International Finance Corporation, and the Inter-American Development Bank.

Total Return: The sum of all investment income plus realized and unrealized gain and losses.

Trade Reporting and Compliance Engine (TRACE): TRACE is the FINRA-developed vehicle that facilitates the mandatory reporting of over-the-counter secondary market transactions in

eligible fixed income securities. All broker-dealers who are FINRA member firms have an obligation to report transactions in corporate bonds to TRACE under an SEC-approved set of rules.

Treasury Bills: Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Notes: Intermediate U.S. government debt securities with maturities of one to 10 years and issued in denominations ranging from $1,000 to $1 million or more.

Treasury Bonds: Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of $1,000. Currently, the longest outstanding maturity for such securities is 30 years.

Uniform Net Capital Rule: SEC Rule 15C3-1 outlining capital requirements for broker/dealers who must maintain a maximum ratio of indebtedness to liquid capital of 15 to 1. Indebtedness covers all money owed to a firm, including margin loans, and commitments to purchase securities (one reason new issues are spread among members of underwriting syndicates). Liquid capital includes cash and assets easily converted to cash.

Volatility: A degree of fluctuation in the price and valuation of securities.

Volatility Risk Rating: A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds. The ratings for bond funds range from those that have extremely low sensitivity to changing market conditions and offer the greatest stability of the returns to those that are highly sensitive with currently identifiable market volatility risk.

Warrant: In finance, a warrant is a security that entitles the holder to buy the underlying stock of the issuing company at a fixed price called exercise price until the expiry date. Warrants and options are similar in that the two contractual financial instruments allow the holder special rights to buy securities. In accounting, a warrant sometimes similar to a check or an instrument to present for payment.

Weighted Average Life (WAL): The average number of years that each dollar of unpaid principal due on loan, asset-backed security, or mortgage-backed security remains outstanding. WAL delineates how many years it will take to pay half of the outstanding principal.

Weighted Average Maturity (WAM): The average maturity of all the securities that comprise a portfolio, weighted by the individual securities.

When Issued: A transaction that is made conditionally because a security has been authorized but not yet issued. Treasury securities, stock splits, and new issues of stocks and bonds are traded on a when-issued basis.

World Bank: The World Bank is an international financial institution that provides loans and grants to the governments of poorer countries for the purpose of pursuing capital projects. It comprises two institutions: the International Bank for Reconstruction and Development, and the International Development Association.

Yield: The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Yield-to-Call (YTC): The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.
Yield Curve: A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

Yield-to-Maturity (YTM): The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Yield-to-Worst (YTW): The YTW is the lowest potential yield that can be received on a bond without the issuer actually defaulting. The YTW is calculated by making worst-case scenario assumptions on the issue by calculating the return that would be received if the issuer uses provisions, including prepayments or calls.

Zero-Coupon Securities: Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

EXHIBIT C

INVESTMENT PROCEDURES MANUAL

The Investment Procedures Manual is attached.

INVESTMENT PROCEDURES MANUAL

In accordance with Section 12 of the City's Statement of Investment Policy, the City Treasurer will maintain an Investment Procedures Manual. The Investment Procedures Manual lists operations associated with the placement, settlement, and clearance of all City investments.

The City Treasurer in conjunction with the City's contracted financial advisor ("Financial Advisor"), will plan, execute and report investment activity in compliance with the City's Statement of Investment Policy. The investment procedures are as follows:

1. The City Treasurer will periodically discuss cash inflows and outflows with the City management to identify dates of when maturities are needed to provide liquid funds and meet the City's Statement of Investment Policy's parameters.
2. On behalf of the Treasurer, the Financial Advisor will perform the following duties.
    a. Seek securities which meet cash flow needs.
    b. After cash flow needs are met, seek securities which provide additional relative value to the portfolio's yield and duration.
    c. Obtain offers to purchase, or bids if selling, securities which meet the above mentioned criteria.
3. On behalf of the Treasurer, the Financial Advisor will perform the following duties.
    a. Contact the City Treasurer to review and either approve or disapprove the transaction.
    b. If City Treasurer directs that a security be sold, place the security out for bid with at least three broker/dealers in compliance with the competitive bid requirement.
    c. Execute the trade at the most advantageous price.
    d. Send trade ticket to the City Treasurer for signature.
    e. Send signed trade ticket to the custodian and the City's Financial Services Department for settlement.
    f. Send signed trade packet to the City Treasurer
4. City Treasurer will review wire transfers by the City's Financial Services Department to the custodian for settlement.
5. On behalf of the Treasurer, the Financial Advisor will perform the following duties.
    a. Monitor and verify the settlement of the transaction.
    b. Input trading activity into the investment accounting system.
    c. Send Monthly Investment Reports to the City Treasurer
    d. Include all detailed investment reporting on all Quarterly reports.
    e. Monitor credit ratings of the securities in the investment pool for compliance with the City's Statement of Investment Policy.
    f. Analyze the entity, if a security's credit rate drops below allowable ratings..
6. In the event the Financial Advisor determines that a security should be sold due to expected value deterioration, then the Financial Advisor shall seek direction from the City Treasurer.
7. The City Treasurer will send monthly investment reports to the Mayor and City Council, City Manager, City Clerk, and Director of Financial Services.
8. The City Treasurer will present quarterly investment reports to the City Budget and Finance Commission, and to the Mayor and City Council.
9. Annually, the City Treasurer will present this Investment Procedures Manual and the City's Statement of Investment Policy to the City Budget and Finance Commission and to the Mayor and City Council for review and adoption.

Administrative Report

H.20., **File #** 25-1196 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: JOY A. FORD, CITY ATTORNEY
STEPHANIE JOHNSON, QUALITY OF LIFE PROSECUTOR

TITLE

APPROVE THIRD AMENDMENT TO CLEAR MEMORANDUM OF UNDERSTANDING FOR SERVICES RENDERED FROM JULY 1, 2024 to JUNE 30, 2025 AND TO EXTEND THE TERM TO JUNE 30, 2026 AT A RATE OF $110,000 ANNUALLY, NOT TO EXCEED $220,000

EXECUTIVE SUMMARY

On September 1, 2020, the Mayor and City Council approved a Memorandum of Understanding with Clear Inc. whereby Clear Inc. agreed to donate up to $5,000 of professional clinical services per month to fund a substance abuse and mental health treatment program to assist people experiencing homelessness, with the option for the City to pay for additional services not to exceed $50,000. On December 7, 2021, the Mayor and City Council approved the First Amendment, which amended the services donated to up to $3,875 per month and the term to extend the agreement to June 30, 2023. On June 20, 2023, the Mayor and City Council approved the Second Amendment, which extended the MOU for another year to June 30, 2024 at different rates. This third amendment, which seeks to retroactively cover Clear's services from July 1, 2024 to June 30, 2025, and extend services through June 30, 2026, is presented for City Council's consideration and possible approval.

BACKGROUND

Clear Inc., operating as Clear Behavioral Services, is a South Bay based mental health and substance abuse treatment provider that provides a full continuum of care. Their treatment is individualized, evidence-based and age-specific in order to give their clients the best possible chance at long term recovery. They pride themselves on their expert clinical team who is highly skilled in the latest in evidence-based treatments and therapies.

Since the first outdoor Homeless Court on September 9, 2020, Clear Inc. has provided participants with substance abuse counseling and mental health therapy. At the recommendation of assigned housing navigators and the prosecutors with the agreement of defense attorneys, the Judge will order certain participants to meet with either the substance abuse counselor and/or the mental health therapist for clinical services. In addition, Clear provides weekly follow up sessions with individuals assigned to them based on new orders from the Judge.

Those services include one-on-one and group therapy by Ron White, who provides therapy for individualized client-centered needs and goals as well as individual care management for like skill training. Ron White has built relationships that have saved many lives. Even after graduation, Ron

White continues to meet with certain participants to make sure they retain their housing and do not fall back into homelessness.

This amendment will cover services provided from July 1, 2024 to June 30, 2025 at an annual rate not to exceed $110,000 and extend to cover services provided from July 1, 2025 to June 30, 2026, not to exceed $220,000 for both years covered.

Clear has been instrumental to the treatment and stabilization of Homeless Court participants to assist them with temporary housing and inevitably permanent housing. Recommended is a third amendment to the Memorandum of Understanding to cover services from July 1, 2024 to June 30, 2025 up to $110,000 and to extend the MOU to June 30, 2026 for an additional amount of $110,000.

COORDINATION

The City Attorney's Office coordinated with Clear Recovery Center in connection with the preparation of this report.

FISCAL IMPACT

Funding is available from the $500,000 grant from Assemblymember Al Muratsuchi for Homeless Court.

Submitted by:

Joy A. Ford, City Attorney

ATTACHMENTS

- Third Amendment to Clear Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF REDONDO BEACH AND CLEAR INC.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Clear Inc., a California corporation ("CLEAR").

WHEREAS, CLEAR provides professional clinical services for a substance abuse and mental health counseling to assist individual experiencing homelessness in the City; and

WHEREAS, acceptance for program admission will be at the discretion of CLEAR clinical staff based on a clinical assessment and appropriateness of fit; and

WHEREAS, CLEAR desires to provide these services; and

WHEREAS, CITY will provide the space for services rendered at the City's Homeless Court and compensate CLEAR for services as outlined herein.

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

A. **SERVICES**. CLEAR shall provide:

1. One-on-one therapy by licensed therapists and therapist associates for individualized client-centered needs and goals.
2. Group therapy facilitated by credentialed therapists and case managers, by individuals with a certified drug and alcohol agency, using a variety of clinical modalities for psycho-education about mental illness and addiction and development of healthy coping skills
3. Individual case management for life skill training.

The City will provide the space for services rendered at the City's Homeless Court.

B. **TERM**. This MOU shall commence on July 1, 2024 and continue until June 30, 2026.

C. **COMPENSATION.** CLEAR shall be compensated at a rate of $110 per hour for group therapy, $85 per hour for individual therapy, and $25 per hour for case management. The total compensation paid under this MOU shall not exceed $220,000

D. **PROFESSIONAL ABILITY.** CLEAR acknowledges, represents and warrants that CLEAR 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 CLEAR as a material inducement to enter into this MOU. CLEAR shall perform in accordance with generally accepted professional practices and standards of its profession.

E. **BUSINESS LICENSE.** CLEAR shall obtain a Redondo Beach Business License before performing any services required under this MOU. The failure to so obtain such license shall be a material breach of this MOU 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 MOU to reflect such waiver.

F. **RECORDS.** CLEAR, 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". CLEAR, 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 CLEAR's completion of performance of this MOU. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

G. **INDEMNITY.** To the maximum extent permitted by law, CLEAR 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 CLEAR'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 MOU, 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. CLEAR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CLEAR or Indemnitees. This indemnification obligation shall survive this MOU and shall not be limited by any term of any insurance policy required under this MOU.

1. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against CLEAR because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this MOU.
2. Waiver of Right of Subrogation. CLEAR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

H. **INSURANCE.** CLEAR shall comply with the requirements set forth in Exhibit "A". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this MOU.

I. **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 MOU.

J. **COMPLIANCE WITH LAWS.** CLEAR 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 MOU, including without limitation all environmental laws, and employment laws.

K. **NON-DISCRIMINATION.** CLEAR 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. CLEAR 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. CLEAR shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. CLEAR shall include a similar non-discrimination provision in all subcontracts related to the performance of this MOU.

L. **LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT.** CLEAR acknowledges that the services which CLEAR shall provide under this MOU are unique, personal services which, except as otherwise provided herein, CLEAR 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 MOU or the retention of subcontractors by CLEAR, CLEAR shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by CLEAR and subcontractor. Any attempt by CLEAR to assign any or all of its rights under this MOU without first obtaining the City's prior written consent shall constitute a material default under this MOU.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in CLEAR or twenty-five percent (25%) or more the voting control of CLEAR (whether CLEAR is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this MOU. Further, the involvement of CLEAR 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 MOU or CLEAR's assets occurs, which reduces CLEAR's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this MOU.

M. **SUBCONTRACTORS.** CLEAR shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. CLEAR 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.

N. **TERMINATION.** Either party may terminate this MOU at any time upon providing thirty (30) days prior written notice to the other party.

O. **AMENDMENTS.** No modification, amendment, or addendum to this MOU shall be valid unless it is set forth in writing and is signed by the parties.

P. **CONFIDENTIALITY AND DATA PROTECTION.** CLEAR shall comply with all applicable federal and state privacy laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), the California Confidentiality of Medical Information Act (CMIA), and California's Data Breach Notification Law (Cal. Civ. Code § 1798.80 et seq.), in handling protected health information (PHI) and personally identifiable information (PII) (collectively, "Sensitive Data") related to services provided under this MOU. CLEAR is expressly prohibited from sharing any identifiable Sensitive Data with the City, except as required by law. All data provided to the City for reporting purposes shall be de-identified in accordance with HIPAA standards (45 CFR § 164.514(b). In the event CLEAR inadvertently shares identifiable Sensitive Data with the City, CLEAR shall promptly notify the City and, at its own expense, retrieve or destroy such data to ensure the City does not retain it. All client records generated under this MOU shall remain the property of CLEAR, subject to the City's

right to access de-identified data. CLEAR's obligations under this section shall survive the termination or expiration of this MOU.

Q. **ASSIGNMENT AND SUBCONTRACTING.** CLEAR shall not assign, transfer, or subcontract any portion of this MOU without the prior written consent of the City. Any approved subcontractors shall comply with all terms of this MOU, including insurance requirements.

R. **ENTIRE AGREEMENT.** This MOU, including Exhibit A, constitutes the entire agreement between the parties and supersedes any previous oral or written agreements with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this MOU in Redondo Beach, California, as of this 19th day of August, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

CLEAR INC.,
a California corporation

By: _____
Name: _____
Title: _____

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT "A"

INSURANCE REQUIREMENTS FOR CLEAR

Without limiting CLEAR's indemnification obligations under this MOU, CLEAR 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 CLEAR, 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

CLEAR 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 CLEAR 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 CLEAR. General liability coverage can be provided in the form of an endorsement to the CLEAR'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 CLEAR.

For any claims related to this project, the CLEAR'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 CLEAR'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 CLEAR'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

CLEAR 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

CLEAR 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

CLEAR 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

H.21., **File #** 25-1164 **Meeting Date:** 8/19/2025

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 10th, 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 second 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

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 second 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
- August 19, 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	***Staff appeared before the City Council during the July 8 and August 12 closed session agendas to discuss the strategies.***
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				
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				
7	September 1, 2025	WED	Complete consideration of the preliminary Marine Mammal Center/Waterfront Education Center Property Use and Fundraising Agreement		***X***		***City Staff have drafted an Option Agreement and on July 3, 2025 sent the draft to Marine Mammal Care Center for review and feedback.***
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 others.		***X***		
9	October 1, 2025	WED	Prepare a report to discuss the options and process to remove the former Gold's Gym site from the Harbor Tidelands				

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***			***The policy discussion was held by the City Council on August 5, 2025. The Council directed staff to prepare an ordinance allowing up to 1.5 FAR along Artesia/Aviation.***

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***			***On August 5, the City Council directed staff to prepare an ordinance that would eliminate commercial parking requirements along Artesia. The draft ordinance will be reviewed by the Planning Commission in September, and will return to City Council for consideration of adoption in late early October.***
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				***These topics were raised at the August 5th City Council meeting, with an item returning in September to discuss rooftop dining, sign standards, and other development regulations on Artesia/Aviation.***
	Goal 1.3: Position Redondo Beach as a Destination for Businesses Investment						
#	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***		
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				
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***		***Marketing materials are expected to be finalized by mid-August and ready for distribution to prospective event hosts and partners at that time.***
	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)

#	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 City Council for consideration of approval	***X***			***An Agreement with Griffin Structures was approved by Council on July 15, 2025.***
18	March 1, 2026	FIN, ATCM, PW, IT, PD, FD, CT	Following 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***		***PRAG is standing by to advise the City as the funding needs and project schedule are developed in the Strategic Planning phase of Measure FP implementation.***
19	March 1, 2026	ATCM, CA	Prepare the selection guidelines and resolution to form a Citizens Oversight Committee to review bond-related expenditures				
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 targeted response to mental health-related incidents in the City				
22	August 1, 2025	CA, FD, PD	Explore partnership with Hermosa Beach that would pool resources to enhance the City's ability to respond to mental health issues				

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 Project plans and specifications are complete and will be presented to City Council for consideration of approval on August 19, 2025.***
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			The Housing Authority approved the program agreement with Department of Children and Family Services at the June 17, 2025 Council meeting.

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				

27	October 1, 2025	IT, PD	Investigate options to modernize the City video camera platform and consolidate existing systems		X		Vendor selection is complete and staff is currently negotiating an agreement to bring to Council for consideration 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 exploring software providers and costs.
30	December 1, 2025	PW, ATCM	Pursue grant funding for energy-related infrastructure improvements		X		Staff continues to explore opportunities to secure grant funding.
31	March 1, 2026	PW	Research and provide a report to 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		***Construction on the Lower Pond Repair project is scheduled to begin August 18, 2025. Four educational signs have been delivered and will be installed the week of August 18, 2025.***
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 meetings on June 9 and July 17, 2025. Playground amenities were discussed and selected. Staff has applied for, and has received, a National Parks and Recreation Society Grant that will cover 50% of the cost for the playground equipment. Designs for the playground equipment are underway and staff is in conversations with the LA Kings to understand where they can assist with ramps and other accessibility elements of the playground.***
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 Public Amenities Commission members regarding signage language used by the FDR Presidential Museum. Staff has reached out to the Museum for information, and the City has been granted permission to copy the historical content for signs.
35	December 31, 2025	CS	Enhance available programming in the City's Teen Center		X		Staff is procuring the amenities identified by the Youth Commission and teen survey. Teen Center opening is on target for September 2025, with programming developed based on 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				

37	January 1, 2026	ATCM	Research and provide 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 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		

Goal 3.3: Enhance Alternative Transportation Options

#	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		

Future 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

#	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 between IT and other Departments to determine scope are in progress.
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 implementation of the new Agenda Management System 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			The website went live with an AI Chat Bot/AI Search 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. A contract is currently being negotiated with Comcate and is expected to be brought to Council 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		Staff is in the process of developing an RFP and expects to advertise it for bids in late Summer 2025
50	February 1, 2026	ATCM, PW	Continue to advance efforts to install additional EV charging stations throughout the City		X		Staff continues to explore opportunities to secure grant funding.
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				
53	March 1, 2026	CD	Prepare a contract for completion of a Citywide Historical Resources Survey and present it to the City Council for consideration of approval				
54	October 1, 2025	CD	Review and present options to Council related to updating parking regulations in the Riviera Village as part of a larger discussion regarding preferred business uses in the Village				

Administrative Report

H.22., **File #** 25-1176 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

TITLE

AUTHORIZE THE MAYOR TO SIGN A LETTER OF SUPPORT FOR SENATE BILL 812, WHICH, IF APPROVED BY THE STATE, WOULD EXPAND COVERAGE FOR MENTAL HEALTH AND SUBSTANCE USE SERVICES OFFERED AT QUALIFIED YOUTH DROP-IN CENTERS

EXECUTIVE SUMMARY

Senate Bill (SB) 812 (Allen) proposes to expand coverage for mental health and substance use services offered at qualified youth drop-in centers. These centers provide youth with confidential, stigma-free access to mental health and wellness support. However, these centers currently face significant barriers to fee-for-service reimbursement. SB 812 would allow local education agencies, public institutions of higher education, and designated youth drop-in centers to be able to directly bill health insurers allowing for a new sustainable funding source for these centers that will significantly improve access to services.

BACKGROUND

As part of the Children and Youth Behavioral Health Initiative (CYBHI), the California Department of Health Care Services launched the CYBHI Fee Schedule Program, a first of its kind effort to reduce barriers for students and families seeking outpatient mental health and substance use disorder services. This program enables local educational agencies (LEA) and public institutions of higher education (IHE) to receive reimbursement from health plans and insurers for non-specialty services provided at school or school-linked sites.

Unlike previous cost-based reimbursement models limited to Medi-Cal-covered students, the CYBHI Fee Schedule establishes standardized rates for services provided to youth who are: (1) under the age of 26; (2) enrolled in public TK-12 schools or institutions of higher education; and (3) covered by Medi-Cal managed care, Medi-Cal Fee-for-Service, commercial health plans, or disability insurers.

Currently, only LEAs and IHEs are eligible to bill through the Fee Schedule. Community-based organizations (CBOs) must contract individually with LEAs to become school-linked providers, a process that is administratively complex and often intrusive for sensitive populations. This limits the ability of regional youth drop-in centers to serve broader communities, particularly those not directly affiliated with a school.

In Redondo Beach, the Beach Cities Health District operates the Allcove youth drop-in center, which is one of California's first integrated mental health centers designed specifically for youth ages 12 to

25. Funded through CYBHI and other state and local grants, the center provides confidential, stigma -free services including mental health care, substance use support, peer and family engagement, and linkage to education and employment resources. However, despite its critical role in serving vulnerable youth, the center currently lacks access to the CYBHI Fee Schedule and does not have a sustainable reimbursement pathway comparable to LEA and IHE-operated programs.

SB 812 would authorize youth drop-in centers designated by LEAs and IHEs, such as the Allcove center in Redondo Beach, to directly bill health insurers for services covered under the CYBHI Fee Schedule. This change would create a sustainable reimbursement pathway for youth drop-in centers, expand access to mental health and substance use services for vulnerable youth population, and reduce administrative barriers for community-based providers.

If approved, the attached support letter would be disseminated to locally elected Legislators and uploaded to the State's new electronic portal, which automatically distributes letters to offices of the appropriate elected officials and committee(s) of jurisdiction.

COORDINATION

The City Manager's Office coordinated the preparation of this item. The Beach Cities Health District requested that the City support SB 812.

FISCAL IMPACT

Preparation of reports regarding state legislation is part of the City Manager's Office's regular work plan. There is no fiscal impact to the City associated with SB 812.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Letter of Support for Senate Bill 812
- Senate Bill 812, amended as of July 17, 2025

REDONDO BEACH

Office of the Mayor
415 Diamond Street
Redondo Beach, CA 90277

Tel: 310.697.0630
Redondo.org

August 19, 2025

The Honorable Assemblymember Buffy Wicks
Chair, Assembly Appropriations Committee
1021 O Street, Room 8200
Sacramento, CA 95814

RE: **SB 812 (Allen) Qualified Youth Drop-In Center Health Care Coverage.**
Notice of SUPPORT (As Amended July 17, 2025)

Dear Assemblymember Wicks,

On behalf of the City of Redondo Beach, I am writing to express our support for Senate Bill 812 (Allen), which would expand access to the Children and Youth Behavioral Health Initiative (CYBHI) Fee Schedule Program for youth drop-in centers designated by Local Educational Agencies (LEAs) and public institutions of higher education.

In Redondo Beach, the Beach Cities Health District operates an allcove® youth drop-in center, one of California's first integrated mental health hubs designed specifically for youth ages 12 to 25. This center provides confidential, stigma-free services including mental health care, substance use support, peer and family engagement, and linkage to education and employment resources. It serves as a critical lifeline for young people navigating complex challenges many of whom are not directly affiliated with a school or college.

Despite its vital role in our community, the allcove® center is currently ineligible to bill health plans and insurers through the CYBHI Fee Schedule. This limitation creates an unsustainable funding gap and restricts access to care for vulnerable youth who fall outside the traditional school system. SB 812 would correct this by allowing youth drop-in centers designated by LEAs and IHEs to directly bill for services, ensuring that centers like allcove® can continue to serve our community with the quality and consistency our youth deserve.

We believe SB 812 is a thoughtful and necessary step toward building a more inclusive and responsive behavioral health infrastructure in our community and across the state. For these reasons, the City of Redondo Beach supports SB 812. If you have any questions, please do not hesitate to contact me at James.Light@redondo.org.

Sincerely,

James A. Light
Mayor, City of Redondo Beach

AMENDED IN ASSEMBLY JULY 17, 2025
AMENDED IN SENATE MAY 05, 2025
AMENDED IN SENATE APRIL 08, 2025

CALIFORNIA LEGISLATURE— 2025–2026 REGULAR SESSION

SENATE BILL **NO. 812**

Introduced by Senator Allen
(Principal coauthor: Assembly Member Muratsuchi)
(Coauthor: Senator Rubio)

February 21, 2025

An act to amend Section 1374.722 of the Health and Safety Code, to amend Section 10144.53 of the Insurance Code, and to amend Section 5961.4 of the Welfare and Institutions Code, relating to health care coverage.

LEGISLATIVE COUNSEL'S DIGEST

SB 812, as amended, Allen. Qualified youth drop-in center health care coverage.

Existing law, the Knox-Keene Health Care Service Plan Act of 1975, provides for the licensure and regulation of health care service plans by the Department of Managed Health Care and makes a willful violation of the act a crime. Existing law provides for the regulation of health insurers by the Department of Insurance. Existing law requires a health care service plan contract or health insurance policy issued, amended, renewed, or delivered on or after January 1, 2024, that provides coverage for medically necessary treatment of mental health and substance use disorders to cover the provision of those services to an individual 25 years of age or younger when delivered at a schoolsite.

This bill would *expand the definition of schoolsite to* additionally require a contract or policy that provides coverage for medically necessary treatment of mental health and substance use disorders to cover the provision of those services to an individual 25 years of age or younger when delivered at a qualified youth drop-in center. Because a violation of this requirement relative to health care service plans would be a crime, the bill would create a state-mandated local program.

Existing law provides for the Medi-Cal program, administered by the State Department of Health Care Services and under which qualified low-income individuals receive health care services. The Medi-Cal program is, in part, governed and funded by federal Medicaid program provisions. Existing law requires a Medi-Cal managed care plan or Medi-Cal behavioral health delivery system to reimburse providers of medically necessary outpatient mental health or substance use disorder treatment provided at a schoolsite to a student 25 years of age or younger who is an enrollee of the plan or delivery system, as specified.

~~This~~

Because of the expansion of the definition of schoolsite to include qualified youth drop-in centers, this bill would expand the above-described reimbursement requirement to those services when provided at a qualified youth drop-in center, as specified.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

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Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 1374.722 of the Health and Safety Code is amended to read:

1374.722. (a) (1) A health care service plan contract issued, amended, ~~renewed~~ *renewed,* or delivered on or after January 1, 2024, that is required to provide coverage for medically necessary treatment of mental health and substance use disorders pursuant to Sections 1374.72, 1374.721, and 1374.73 shall cover the provision of the services identified in the fee-for-service reimbursement schedule published by the State Department of Health Care Services, as described in subparagraph (B) of paragraph (5) of subdivision (c), when those services are delivered at schoolsites ~~or qualified youth drop-in centers~~ pursuant to this section, regardless of the network status of the local educational agency, institution of higher education, or health care provider.

(2) This section does not relieve a local educational agency or institution of higher education from requirements to accommodate or provide services to students with disabilities pursuant to any applicable state and federal law, including, but not limited to, the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.), Part 30 (commencing with Section 56000) of Division 4 of Title 2 of the Education Code, Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code, and Chapter 3 (commencing with Section 3000) of Division 1 of Title 5 of the California Code of Regulations.

(b) The following definitions apply for purposes of this section:

(1) "Health care provider" has the same meaning as defined in paragraph (4) of subdivision (a) of Section 1374.72 and paragraph (5) of subdivision (c) of Section 1374.73.

(2) "Institution of higher education" means the California Community Colleges, the California State University, or the University of California.

(3) "Local educational agency" means a school district, county office of education, charter school, the California Schools for the Deaf, and the California School for the Blind.

(4) "Medically necessary treatment of a mental health or substance use disorder" has the same meaning as defined in paragraph (3) of subdivision (a) of Section 1374.72.

(5) "Mental health and substance use disorder" has the same meaning as defined in paragraph (2) of subdivision (a) of Section 1374.72.

~~(6)"Qualified youth drop-in center" means a center providing behavioral or primary health and wellness services to youth 12 to 25 years of age, inclusive, with the capacity to provide services before and after school~~

~~hours that has been designated by or embedded with a local educational agency or institution of higher education for the purposes of this section.~~

(6) "Qualified youth drop-in center" means a center to which all of the following apply:

(A) The center provides behavioral health and wellness services to youth up to 25 years of age, inclusive, or to a subset of youth who are between 12 and 25 years of age, inclusive.

(B) The center provides at least one or more additional youth services, including, but not limited to, health services, services to support youth education and employment, and services to assist families to support youth.

(C) The center has the capacity to provide services before and after school hours.

(D) The center has been designated by or embedded with a local educational agency or institution of higher education for the purposes of this section.

(E) The center has a physical location and offers face-to-face services.

(F) The center is operated by a nonprofit entity, local government agency, or a federally recognized Indian tribe, tribal organization, urban Indian organization, or other tribal entity as designated by the department.

(7) "Schoolsite" means a facility or location used for public kindergarten, elementary, secondary, or postsecondary purposes. "Schoolsite" also includes a location not owned or operated by a public school, or public school district, if the school or school district provides or arranges for the provision of medically necessary treatment of a mental health or substance use disorder to its students at that location, including off-campus clinics, mobile counseling services, *qualified youth drop-in centers,* and similar locations.

(8) "Utilization review" has the same meaning as defined in paragraph (3) of subdivision (f) of Section 1374.721.

(c) If a local educational ~~agency,~~ *agency or* institution of higher ~~education, or qualified youth drop-in center~~ *education* provides or arranges for the provision of treatment of a mental health or substance use disorder services subject to this section by a health care provider for an individual 25 years of age or younger at a ~~schoolsite or qualified youth drop-in center,~~ *schoolsite,* the student's health care service plan shall reimburse the local educational ~~agency,~~ *agency or* institution of higher ~~education, or qualified youth drop-in center~~ *education* for those services. *If an affiliated provider is designated by a local education agency or institution of higher education to directly submit claims and receive reimbursement for fee schedule services, a student's health care service plan shall reimburse an affiliated provider directly.*

(1) A health care service plan shall not require prior authorization for services provided pursuant to this section.

(2) A health care service plan may conduct a postclaim review to determine appropriate payment of the claim. Payment for services subject to this section may be denied only if the health care service plan reasonably determines that the services were provided to a student not enrolled in the health plan, were never performed, or were not provided by a health care provider appropriately licensed or authorized to provide the services.

(3) Notwithstanding paragraph (1), a health plan may require prior authorization for services as authorized by the department pursuant to subdivision (d).

(4) A local educational agency, community college district, the California State University system, or the Regents of the University of California may consolidate claims for purposes of submitting the claims to a health care service plan.

(5) A health care service plan shall provide reimbursement for services provided to students pursuant to this section at the greater of either of the following amounts:

(A) The health plan's contracted rate with the local educational agency, institution of higher education, or health care provider, if any.

(B) The fee-for-service reimbursement rate published by the State Department of Health Care Services for the same or similar services provided in an outpatient setting, pursuant to Section 5961.4 of the Welfare and Institutions Code.

(6) A health care service plan shall provide reimbursement for services provided pursuant to this section in compliance with the requirements for timely payment of claims, as required by this chapter.

(7) Services provided pursuant to this section shall not be subject to copayment, coinsurance, deductible, or any other form of cost sharing.

(8) An individual or entity shall not bill the enrollee or subscriber, nor seek reimbursement from the enrollee or subscriber, for services provided pursuant to this section.

(d) No later than December 31, 2023, the director shall issue guidance to health care service plans regarding compliance with this section. This guidance shall not be subject to the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code). Any guidance issued pursuant to this subdivision shall be effective only until the director adopts regulations pursuant to the Administrative Procedure Act.

(e) This section does not apply to contracts entered into pursuant to Chapter 7 (commencing with Section 14000) or Chapter 8 (commencing with Section 14200) of Part 3 of Division 9 of the Welfare and Institutions Code, between the State Department of Health Care Services and a health care service plan for enrolled Medi-Cal beneficiaries.

SEC. 2. Section 10144.53 of the Insurance Code is amended to read:

10144.53. (a) (1) A disability insurance policy issued, amended, renewed, or delivered on or after January 1, 2024, that is required to provide coverage for medically necessary treatment of mental health and substance use disorders pursuant to Sections 10144.5, 10144.51, and 10144.52 shall cover the provision of the services identified in the fee-for-service reimbursement schedule published by the State Department of Health Care Services, as described in subparagraph (B) of paragraph (5) of subdivision (c), when those services are delivered at schoolsites ~~or qualified youth drop-in centers~~ pursuant to this section, regardless of the network status of the local educational agency, institution of higher education, or health care provider.

(2) This section does not relieve a local educational agency or institution of higher education from requirements to accommodate or provide services to students with disabilities pursuant to any applicable state and federal law, including, but not limited to, the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.), Part 30 (commencing with Section 56000) of Division 4 of Title 2 of the Education Code, Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code, and Chapter 3 (commencing with Section 3000) of Division 1 of Title 5 of the California Code of Regulations.

(b) The following definitions apply for purposes of this section:

(1) "Health care provider" has the same meaning as defined in paragraph (4) of subdivision (a) of Section 10144.5 and paragraph (5) of subdivision (c) of Section 10144.51.

(2) "Institution of higher education" means the California Community Colleges, the California State University, or the University of California.

(3) “Local educational agency” means a school district, county office of education, charter school, the California Schools for the Deaf, and the California School for the Blind.

(4) “Medically necessary treatment of a mental health or substance use disorder” has the same meaning as defined in paragraph (3) of subdivision (a) of Section 10144.5.

(5) “Mental health and substance use disorders” has the same meaning as defined in paragraph (2) of subdivision (a) of Section 10144.5.

~~(6)“Qualified youth drop-in center” means a center providing behavioral or primary health and wellness services to youth 12 to 25 years of age, inclusive, with the capacity to provide services before and after school hours that has been designated by or embedded with a local educational agency or institution of higher education for the purposes of this section.~~

(6) ”Qualified youth drop-in center” means a center to which all of the following apply:

(A) The center provides behavioral health and wellness services to youth up to 25 years of age, inclusive, or to a subset of youth who are between 12 and 25 years of age, inclusive.

(B) The center provides at least one or more additional youth services, including, but not limited to, health services, services to support youth education and employment, and services to assist families to support youth.

(C) The center has the capacity to provide services before and after school hours.

(D) The center has been designated by or embedded with a local educational agency or institution of higher education for the purposes of this section.

(E) The center has a physical location and offers face-to-face services.

(F) The center is operated by a nonprofit entity, local government agency, or a federally recognized Indian tribe, tribal organization, urban Indian organization, or other tribal entity as designated by the department.

(7) “Schoolsite” means a facility or location used for public kindergarten, elementary, secondary, or postsecondary purposes. “Schoolsite” also includes a location not owned or operated by a public school, or public school district if the school or school district provides or arranges for the provision of medically necessary treatment of a mental health or substance use disorder to its students at that location, including off-campus clinics, mobile counseling services, *qualified youth drop-in centers,* and similar locations.

(8) “Utilization review” has the same meaning as defined in paragraph (3) of subdivision (f) of Section 10144.52.

(c) If a local educational ~~agency,~~ *agency or* institution of higher ~~education, or qualified youth drop-in center~~ *education* provides or arranges for the provision of treatment of a mental health or substance use disorder services subject to this section by a health care provider at a schoolsite ~~or qualified youth drop-in center~~ for an individual 25 years of age or younger, the student’s disability insurer shall reimburse the local educational ~~agency,~~ *agency or* institution of higher ~~education, or qualified youth drop-in center~~ *education* for those services. *If an affiliated provider is designated by a local education agency or institution of higher education to directly submit claims and receive reimbursement for fee schedule services, a student’s disability insurer shall reimburse an affiliated provider directly.*

(1) A disability insurer shall not require prior authorization for services provided pursuant to this section.

(2) A disability insurer may conduct a postclaim review to determine appropriate payment of the claim. Payment for services subject to this section may be denied only if the disability insurer reasonably determines

that the services were provided to a student not covered by the insurer, were never performed, or were not provided by a health care provider appropriately licensed or authorized to provide the services.

(3) Notwithstanding paragraph (1), a disability insurer may require prior authorization for services as authorized by the commissioner, pursuant to subdivision (d).

(4) A local educational agency, community college district, the California State University system, or the Regents of the University of California may consolidate claims for purposes of submission to a disability insurer.

(5) A disability insurer shall provide reimbursement for services provided to students pursuant to this section at the greater of either of the following amounts:

(A) The disability insurer's contracted rate with the local educational agency, institution of higher education, or health care provider, if any.

(B) The fee-for-service reimbursement rate published by the State Department of Health Care Services for the same or similar services provided in an outpatient setting, pursuant to Section 5961.4 of the Welfare and Institutions Code.

(6) A disability insurer shall provide reimbursement for services provided pursuant to this section in compliance with the requirements for timely payment of claims as required by this chapter.

(7) Services provided pursuant to this section shall not be subject to copayment, coinsurance, deductible, or any other form of cost sharing.

(8) An individual or entity shall not bill the policyholder or insured, nor seek reimbursement from the policyholder or insured, for services provided pursuant to this section.

(d) The commissioner shall issue guidance to disability insurers regarding compliance with this section, as well as requirements necessary to comply with Section 5961.4 of the Welfare and Institutions Code. This guidance shall not be subject to the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code). Guidance issued pursuant to this subdivision shall be effective only until the commissioner adopts regulations pursuant to the Administrative Procedure Act.

SEC. 3. Section 5961.4 of the Welfare and Institutions Code is amended to read:

5961.4. (a) As a component of the initiative, the State Department of Health Care Services shall develop and maintain a school-linked statewide fee schedule for outpatient mental health or substance use disorder treatment provided to a student 25 years of age or younger at a schoolsite.

(b) The department shall develop and maintain a school-linked statewide provider network of schoolsite behavioral health counselors.

(c) (1) Subject to subdivision (h), each Medi-Cal managed care plan and Medi-Cal behavioral health delivery system, as applicable, shall reimburse providers of medically necessary outpatient mental health or substance use disorder treatment provided at a schoolsite ~~or qualified youth drop-in center~~ to a student 25 years of age or younger who is an enrollee of the plan or delivery system, in accordance with paragraph (2), but only to the extent the Medi-Cal managed care plan or Medi-Cal behavioral delivery system is financially responsible for those schoolsite ~~or qualified youth drop-in center~~ services under its approved managed care contract with the department.

(2) Providers of medically necessary schoolsite ~~or qualified youth drop-in center~~ services described in this section shall be reimbursed, at a minimum, at the fee schedule rate or rates developed pursuant to subdivision (a), regardless of network provider status.

(d) (1) The department may contract with an entity to administer the school-linked statewide behavioral health provider network in accordance with this subdivision.

(2) The entity that administers the school-linked statewide behavioral health provider network shall do all of the following:

(A) Create and administer a process for enrolling and credentialing all eligible practitioners and providers seeking to provide medically necessary schoolsite ~~or qualified youth drop-in center~~ services described in this section.

(B) Create and administer a process for the submission and reimbursement of claims eligible to be reimbursed pursuant to this section, which may include resolving disputes related to the school-linked statewide all-payer fee schedule and administering fee collection pursuant to subdivision (g).

(C) Create and administer a mechanism for the sharing of data between the entity contracted pursuant to this subdivision and a health care service plan, insurer, or Medi-Cal managed care plan that covers medically necessary schoolsite ~~or qualified youth drop-in center~~ services subject to the school-linked statewide all-payer fee schedule that is necessary to facilitate timely claims processing, payment, and reporting, avoid duplication of claims, allow for tracking of grievance remediation, and to facilitate coordination of care and continuity of care for enrollees.

(e) A provider or practitioner of medically necessary schoolsite ~~or qualified youth drop-in center~~ services participating in the school-linked statewide behavioral health provider network described in this section shall do all of the following:

(1) Comply with all administrative requirements necessary to be enrolled and credentialed, as applicable, by the entity that administers the school-linked statewide behavioral health provider network.

(2) Submit all claims for reimbursement for services billed under the school-linked statewide all-payer fee schedule through the entity that administers the school-linked statewide behavioral health provider network.

(3) If a provider or practitioner of medically necessary schoolsite ~~or qualified youth drop-in center~~ services has, or enters into, a direct agreement established with a health care service plan, insurer, or Medi-Cal managed care plan that covers medically necessary schoolsite ~~or qualified youth drop-in center~~ services outside of the school-linked statewide all-payer fee schedule, they shall be allowed to bill for services provided directly under the terms of the established agreement.

(f) (1) A health care service plan, insurer, or Medi-Cal managed care plan that covers medically necessary schoolsite ~~or qualified youth drop-in center~~ services subject to the school-linked statewide all-payer fee schedule, pursuant to Section 1374.722 of the Health and Safety Code, Section 10144.53 of the Insurance Code, and this section, shall comply with all administrative requirements necessary to cover and reimburse those services set forth by the entity that administers the school-linked statewide behavioral health provider network.

(2) If an agreement exists between a health care service plan, insurer, or Medi-Cal managed care plan and a provider or practitioner of medically necessary schoolsite ~~or qualified youth drop-in center~~ services outside of the school-linked statewide all-payer fee schedule, the health care service plan, insurer, or Medi-Cal managed care plan shall do all of the following:

(A) At minimum, reimburse the contracted provider or practitioner at the school-linked statewide all-payer fee schedule rates.

(B) Provide to the department data deemed necessary and appropriate for program reporting and compliance purposes.

(C) Comply with all administrative requirements necessary to cover and reimburse medically necessary schoolsite ~~or qualified youth drop-in center~~ services subject to the school-linked statewide all-payer fee schedule, as determined by the department.

(g) (1) The department shall establish and charge a fee to participating health care service plans, insurers, or Medi-Cal managed care plans to cover the reasonable cost of administering the school-linked statewide behavioral health provider network.

(2) The department shall set the fees in an amount that it projects is sufficient to cover all administrative costs incurred by the state associated with implementing this section and consider the assessed volume of claims and providers or practitioners of medically necessary schoolsite ~~or qualified youth drop-in center~~ services that are credentialed and enrolled by the entity contracted pursuant to subdivision (d).

(3) The department shall not assess the fee authorized by this subdivision until the time that the contract between the department and the entity contracted pursuant to subdivision (d) commences.

(4) (A) The department may periodically update the amount and structure of the fees, as necessary, to provide sufficient funding for the purpose specified in this subdivision.

(B) The fees authorized in this paragraph shall be evaluated annually and based on the state's projected costs for the forthcoming fiscal year.

(C) If the department proposes to increase the fees, it shall notify the Legislature of the proposed increase through the submission of the semiannual Medi-Cal estimate provided to the Legislature.

(5) (A) (i) The Behavioral Health Schoolsite Fee Schedule Administration Fund is hereby established in the State Treasury.

(ii) The department shall administer the Behavioral Health Schoolsite Fee Schedule Administration Fund consistent with this subdivision.

(B) All revenues, less refunds, derived from the fees authorized in this subdivision shall be deposited in the Behavioral Health Schoolsite Fee Schedule Administration Fund.

(C) The moneys in the Behavioral Health Schoolsite Fee Schedule Administration Fund shall be available upon appropriation by the Legislature and shall be used only for purposes of this subdivision.

(D) Notwithstanding Section 16305.7 of the Government Code, interest and dividends earned on moneys in the Behavioral Health Schoolsite Fee Schedule Administration Fund shall be retained in the fund and used solely for the purposes specified in this section.

(E) Notwithstanding any other provision of law, the Controller may use moneys in the Behavioral Health Schoolsite Fee Schedule Administration Fund for cashflow loans to the General Fund as provided in Sections 16310 and 16381 of the Government Code.

(F) Funds remaining in the Behavioral Health Schoolsite Fee Schedule Administration Fund at the end of a fiscal year shall be available for use in the following fiscal year and taken into consideration in establishment of fees for the subsequent fiscal year.

(h) This section shall be implemented only to the extent that the department obtains any necessary federal approvals, and federal financial participation under the Medi-Cal program is available and not otherwise jeopardized.

(i) This section does not relieve a local educational agency or institution of higher education from requirements to accommodate or provide services to students with disabilities pursuant to any applicable state and federal law, including, but not limited to, the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et

seq.), Part 30 (commencing with Section 56000) of Division 4 of Title 2 of the Education Code, Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code, and Chapter 3 (commencing with Section 3000) of Division 1 of Title 5 of the California Code of Regulations.

(j) For purposes of this section, the following definitions shall apply:

(1) "Comprehensive risk contract" has the same meaning as set forth in Section 438.2 of Title 42 of the Code of Federal Regulations.

(2) "Institution of higher education" means the California Community Colleges, the California State University, or the University of California.

(3) ~~Local~~ *"Local* educational agency" means a school district, county office of education, charter school, the California Schools for the Deaf, and the California School for the Blind.

(4) "Medi-Cal behavioral health delivery system" has the meaning described in subdivision (i) of Section 14184.101.

(5) "Medi-Cal managed care plan" means any individual, organization, or entity that enters into a comprehensive risk contract with the department to provide covered full-scope health care services to enrolled Medi-Cal beneficiaries pursuant to any provision of Chapter 7 (commencing with Section 14000) or Chapter 8 (commencing with Section 14200) of Part 3 of Division 9.

~~(6)"Qualified youth drop-in center" means a center providing behavioral or primary health and wellness services to youth 12 to 25 years of age, inclusive, with the capacity to provide services before and after school hours that has been designated by or embedded with a local educational agency or institution of higher education for the purposes of this section.~~

~~(7)~~

(6) "Schoolsite" has the meaning described in paragraph ~~(6)~~ *(7)* of subdivision (b) of Section 1374.722 of the Health and Safety Code.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

Administrative Report

J.1., **File #** 25-1160 **Meeting Date:** 8/19/2025

TITLE

For eComments and Emails Received from the Public

Administrative Report

N.1., **File #** 25-0808 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF THE CONCEPTUAL PLANS FOR THE REDONDO BEACH BOULEVARD ACTIVE TRANSPORTATION PROJECT AND THE NORTH REDONDO BEACH BIKEWAY EXTENSION TO GRANT AVENUE & MOBILITY HUB PROJECT

APPROVE FUNDING AGREEMENT #9200000000MATC1104 BETWEEN THE CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORATION AUTHORITY FOR THE REDONDO BEACH BOULEVARD ACTIVE TRANSPORTATION PROJECT

APPROVE AN AGREEMENT FOR CONSULTING SERVICES WITH CRASSOCIATES, INC. FOR AN AMOUNT NOT TO EXCEED $1,119,485 TO PREPARE FINAL PLANS AND SPECIFICATIONS FOR THE TWO PROPOSED PROJECTS

EXECUTIVE SUMMARY

After extensive community outreach, engineering analyses, coordination with partner agencies, and a recommendation by the Public Works & Sustainability Commission (PWSC), staff is bringing forward an item to discuss (and consider approving) the conceptual design for the Metro Active Transportation Grant Project (MAT Project) for the Redondo Beach Boulevard (RBB) Corridor. Staff is also seeking approval of the conceptual design for the North Redondo Beach Bikeway (NRBB) Extension to Grant Avenue and Native Planting Mobility Hub (Southeast corner of Inglewood/Grant) Project. The projects depend on each other to provide a seamless and improved walking and biking experience around the Inglewood/Grant intersection. Approval of the conceptual designs for both projects would allow staff to continue with the preparation of final plans and specifications. Attachment 2 provides a map for the projects.

Funding for the design and partial construction of these projects has been provided by the Los Angeles County Metropolitan Transportation Authority (Metro) Board which allocated $7,604,615.73 of Regional Measure M Funds to the City of Redondo Beach as the lead agency. Portions of this funding are allocated for the design and construction of the MAT Project in Lawndale, Los Angeles County, and Torrance. Approval of the Funding Agreement would ensure reimbursement of City expenditures to design and construct the proposed walking/biking corridor. As partner agencies, Lawndale and Los Angeles County would also need to approve the Funding Agreement. The City is seeking additional Regional Measure M monies to fully fund construction of both the MAT Project ($4,000,000) and the NRBB+Mobility Hub Project ($4,000,000). Both funding requests were

recommended by the SBCCOG and were sent to the Metro Board for approval.

Additionally, staff is recommending approval of an agreement with CRAssociates (CRA) to facilitate the completion of PS&E for the MAT Project. CRA was the prime consultant involved with the MAT Project when it was led by Metro. Since the project is transitioning from a Metro-led project to a City-led project, staff recommends retaining CRA to complete the design. CRA is also the prime consultant for the NRBB+Mobility Hub Project. This ensures engineering design continuity and consistency across both projects. The anticipated cost for this effort is $1,119,485, which is fully funded per the aforementioned Metro Funding Agreement.

The purpose of the projects is to provide a high quality, low stress walking and biking corridor connecting the coast and Dominguez Park to the South Bay Galleria, future K Line Station, Redondo Beach Transit Center, Alondra Park, and El Camino College. The Funding Agreement lists a project completion date of June 30, 2027.

BACKGROUND

This report is accompanied by the Administrative Report from the April 28, 2025 PWSC meeting where the MAT Project and the NRBB+Mobility Hub Project were discussed. To summarize, the project consultant for the MAT Project prepared extensive engineering and traffic analyses for the project corridor. It was found that the proposed improvements would improve overall safety for all roadway users and lower vehicle miles traveled. This project is categorically exempt from CEQA. Although a small number of parking spaces within the City would be removed, the project's analyses found that those spaces are not highly utilized and repurposing those spaces for more efficient mobility uses would be feasible.

Community surveys and outreach meetings showed strong support for the project and for as many protected bicycle lane miles as possible. In addition to bicycle lanes, the project would also construct a number of curb ramps along the corridor to improve accessibility. The final traffic report is included with the PWSC Administrative Report. Appendices for the traffic report and the 15% conceptual design for the MAT Project are available on the City's website:

<https://redondo.org/departments/public_works/engineering_services/traffic_engineering/traffic_projects.php>

Extensive community outreach was performed between 2022 and 2025, with 10 unique community events and survey opportunities being made available for stakeholders along the project corridor. Sentiments showed very high levels of support for low-stress protected bicycle facilities along the entire corridor (Redondo Beach, Torrance, Lawndale, LA County). The project proposes mostly Class IV protected bicycle lanes within Redondo Beach, with limited segments of Class II bicycle lanes. Class II bicycle lanes are proposed in Lawndale and Torrance, although the City of Torrance has formally opposed the project due to loss of parking within, and outside, their jurisdiction. The partner agencies will continue seeking alternative designs that eliminate parking loss within Torrance to construct bicycle lanes for the MAT Project in accordance with the South Bay Bicycle Master Plan. Protected Class IV bicycle facilities are proposed within Los Angeles County along RBB to connect to Alondra Park and El Camino College. An easement (or similar property use) agreement with the Redondo Beach Unified School District (RBUSD) would be required to construct the MAT Project along the Washington Elementary School frontage of Lilienthal Lane.

The PWSC Administrative Report provides information on the NRBB Extension+Mobility Hub and also provides discussion on the proposed plans for the bikeway extension and native planting mobility hub. The intent of this project is to tie the NRBB to the MAT Project at the Inglewood/Grant intersection. This would provide a low-stress hub for north-south and east-west biking around North Redondo Beach. A mobility hub with native planting features is proposed at the southeast corner of Inglewood/Grant. This would serve as a wayfinding and rest area for active transportation users, beautify of the area, and increase the amount of open space available in the City. Both projects were presented at a noticed District 4 community meeting and in front of the PWSC. Like the previous community outreach events, residents showed strong support for protected bicycle facilities that connect to existing bike paths and destinations. Residents also expressed support for native planting beautification at the proposed mobility hub. The PWSC recommended both projects for City Council approval.

Approval of the conceptual design plans for both projects will allow staff to proceed with final PS&E for construction. The eventual construction of both projects in tandem is crucial to providing a seamless walking and biking experience for the area. The NRBB+Mobility Hub Project's design is fully funded.

Approving the proposed Funding Agreement will enable the City to be reimbursed for MAT Project design and construction expenses.

Approving the Agreement with CRA will allow the City to proceed with the PS&E for the MAT Project.

Both projects are funded through design and partial construction. The City has requested additional Measure M funds to fully fund construction for both projects. The SBCCOG recommended the funding requests for Metro Board approval and City staff are optimistic the funding will be approved.

Further agreements may be necessary with partner and neighbor agencies where work is being performed (i.e. Lawndale, LA County, Torrance). In addition, an agreement with RBUSD would be required to construct a portion of the MAT Project along Lilienthal Lane.

COORDINATION

The Funding Agreement and proposed CRA Agreement have been approved as to form by the City Attorney's Office.

FISCAL IMPACT

The total allocation of Regional MAT Funds to the City of Redondo Beach and its partner agencies for the MAT Project is $7,604,616. The City has also requested an additional $4M in Measure M Funds for the MAT Project, which was approved by the SBCCOG and will be presented to the Metro Board in September/October of 2025 for consideration. In addition, the SBCCOG approved an additional $4M in Regional Measure M Funds for the NRBB+Mobility Hub Project construction. The funding does not require a local match. Funds are paid to the City on a cost reimbursement basis.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- PWSC Administrative Report with Attachments, April 28, 2025
  - Supplemental appendices and conceptual design can be found at: <https://redondo.
- Project Map - Redondo Beach Boulevard Active Transportation Project
- Agmt - Metro Funding Agreement #9200000000MATC1104 for the MAT Project
- Agmt - Agreement with CRAssociates for the MAT Project

Administrative Report

Date: April 28, 2025

To: **Public Works and Sustainability Commission**

From: **Public Works Department**

Subject: **DISCUSSION AND POSSIBLE ACTION REGARDING THE CONCEPTUAL DESIGN FOR THE METRO ACTIVE TRANSPORTATION GRANT PROJECT FOR THE REDONDO BEACH BL CORRIDOR & THE NRBB EXTENSION TO GRANT AVENUE AND MOBILITY HUB PROJECT**

SUMMARY:

After extensive community outreach, engineering analyses, and coordination with partner agencies, staff is bringing forward a discussion and possible recommendation of the conceptual design for the Metro Active Transportation Grant Project (MAT Project) for the Redondo Beach Boulevard (RBB) Corridor. Staff is seeking input on this matter from the public and from the Public Works & Sustainability Commission (PWSC). Specific noticing for this item was provided to the residents living within 700 feet of the Inglewood/Grant intersection. Related to the MAT Project, staff is bringing forward the conceptual design for the North Redondo Beach Bikeway (NRBB) extension project to Grant Avenue, and the proposed mobility hub at the southeast corner of Grant/Inglewood.

MAT Project:

Attachment 1 provides an overview of the project's goals and objectives from the previous discussion of the MAT Project at the June 26, 2023 PWSC meeting. The City is partnering with Lawndale and LA County on this project. During the project's outreach and conceptual design phases, the City of Torrance was willing to accommodate the project, which constitutes bicycle facilities along eastbound 190th Street and eastbound Redondo Beach Boulevard. City staff worked with Torrance city staff and provided regular updates as-needed. The Project conceptual design was also reviewed by Torrance staff, who indicated willingness to participate in the project. Torrance residents were also invited to the various outreach events like other residents in the other jurisdictions. However, at the time of drafting this administrative report, the City of Torrance is formally opposing the project and any changes within their City limits. **Attachment 2** is the finalized project alternatives report, which summarizes community outreach, alignment alternatives, and shows the recommended project. Appendices to the MAT Project report and the 15% conceptual design can be found on the City's website, link here: https://www.redondo.org/departments/public_works/engineering_services/traffic_engineering/traffic_projects.php

Note that the conceptual design represents the project when all agencies were participating in the project. Bicycle facilities can still be provided in Redondo Beach, Lawndale, and LA County with or without Torrance's participation.

Community Engagement

Since the PWSC recommended additional community outreach, staff and the project consultant held additional meetings and conducted surveys to arrive at the proposed alignment and 15% project conceptual design. To date, below is a list of all community engagement events:

- 2022 Phase 1 Priorities Survey – 300+ responses (40% Redondo)
- Alondra Park Halloween Event, October 2022
- South Bay Galleria Pop-Up, November 2022
- North RB Business Association Focus Group, April 2023
- BCHD Youth Advisory Group, April 2023
- Jefferson/Washington ES Open House, May 2023
- Phase 2 Alternatives Survey – 367 responses, District 3 social media, 3 CBOs
- Supplemental survey mailed to residents along Lilienthal and Ripley, RBUSD parents notified – 13 responses
- District 3 Community Meeting, February 2024
- District 4 Community Meeting, March 2025 [Presentation slides on City website]

Sentiments from all community engagement events and surveys showed very strong support for the project, a strong preference for protected walking/biking facilities, and a desire to build the project as quickly as possible.

Alignment

The project aims to connect existing active transportation infrastructure in the coast and inland areas with high quality walking and biking infrastructure, linking a bike trail and sidewalk on the southeast corner of Alondra Park and the City's bike facility at Beryl/Blossom and 190th Street. The proposed alignment will include intermediate destinations such as Dominguez Park, RBUSD schools, the South Bay Galleria/Social District, a future K Line rail station, commercial frontage along Redondo Beach Blvd., Alondra Park, and El Camino College.

Based on community feedback and engineering analyses, the MAT Project's preferred alignment from west to east starts along 190th Street at Beryl Street. Beryl Street has existing Class II bike lanes towards Dominguez Park, Redondo Union HS, and the coast. Proposed bicycle facilities along 190th Street include Class IV protected bike lanes on the Redondo side of 190th (westbound), with small sections of Class II bike lanes to accommodate some on-street parking, commercial loading, and a long commercial driveway. At the time of drafting the design, the City of Torrance was willing to accommodate Class II striped bike lanes. However, at this time, the City of Torrance is no longer willing to install bicycle lanes for this project, which includes eastbound bicycle lanes along 190th Street. The alignment turns northerly into Lilienthal Park at Anza Avenue

as an off-street path, then utilizes the eastern side of Lilienthal Lane as a bi-directional Class IV cycle track. After connecting with Washington ES, the project turns easterly onto Ripley and continues as a bi-directional Class IV cycle track on the south side to connect with Adams MS. Just west of Inglewood Avenue, the project alignment turns north by way of a raised crosswalk across Ripley, which is proposed to enhance safety and reduce vehicular speeds. The path continues on the west side parkway of Inglewood Avenue to connect with Grant Avenue. Class II bike lanes exist along Grant. The Project will upgrade these to Class IV east of Inglewood, which connects to the South Bay Galleria. As part of the South Bay Social District redevelopment, an off-street path will be constructed along the western frontage of the Galleria property along Kingsdale, and then along its northern frontage along Artesia, replacing the third eastbound through lane between the Kingsdale and Redondo Beach Blvd. (RBB) intersections. The portions of the project along the Galleria will be undertaken by the Galleria project's developer when the mall is renovated. The MAT Project picks back up by crossing Artesia at RBB and continuing as an off-street path on the south side of RBB. East of Hawthorne Boulevard and outside of Redondo Beach city limits, a mixture of Class II bike lanes and a Class IV bi-directional cycle track will be provided northeasterly along RBB. Since the City of Torrance is no longer willing to accommodate the project, only westbound bicycle facilities will be provided between Hawthorne and Ainsworth. A Class IV bi-directional cycle track will be provided east of Ainsworth. The project will terminate at Dominguez Channel. Overall, the MAT Project will provide greatly improved biking and walking facilities along the RBB corridor, with sections in Redondo Beach designed as protected facilities as much as feasible. Page 22 of the report in **Attachment 2** also shows the finalized alignment. The Project's conceptual (15%) design plans can be found here:
https://www.redondo.org/departments/public_works/engineering_services/traffic_engineering/traffic_projects.php

Next Steps
Staff recommends moving forward into the final design phase of this project based on the support heard from the various Districts and community members. At this time, the MAT Project has received $6.6 million in grant funds to construct the project. The current cost estimate, with appropriate contingencies, is approximately $11 million. City and Metro staff are seeking an increase in the grant award to the maximum $8 million. City staff also requested an additional $4 million in Measure M MSP funds to fully fund the project. Staff is optimistic that these funding requests will receive Metro Board approval, as the MAT Project is a multijurisdictional active transportation project that is expected to further the region's sustainability and mobility goals. If the PWSC recommends this project to move forward, staff will bring forward this item to the City Council for approval of the 15% design, Metro funding agreement, and final design services contract.

NRBB Grant Extension+Mobility Hub:
As a related but crucial companion project to the MAT Project, the City is embarking on an extension of the North Redondo Beach Bikeway (NRBB) to Grant Avenue. The NRBB is a

Class I shared-use walking/biking path along the Southern California Edison (SCE) right-of-way, connecting Robinson Street to Artesia Boulevard north-south, then east-west towards Felton Lane. The City recently awarded a construction contract to extend the NRBB from Felton to Inglewood Avenue. This newest NRBB extension project will extend the NRBB as a Class IV bi-directional cycle track southwards along the west side of Inglewood Avenue to connect with Grant Avenue and the MAT Project. This means that if both projects are approved, a continuous north-south Class I/IV walking and biking path will be provided between Robinson Street and 190th Street via the Grant Avenue / Inglewood Avenue intersection, which becomes the "hub" for multiple bike routes in the City. The Inglewood/Grant intersection will serve as a crucial connector for north-south and east-west mobility, and will be redesigned to accommodate the expected increase in bike/ped crossings. It will also address residents' safety and speeding concerns. In cooperation with the District 4 Councilmember, the City is also proposing a native landscaped rest and gathering area, or "mobility hub", at the southeast corner of Inglewood/Grant. The City used Metro grant funds to purchase surplus property at this area and will repurpose the land to screen off the adjacent cemetery, provide active transportation related amenities, situated in a purposed rest area beautified with native landscaping. The project will provide much-needed greenspace to the neighborhood, and is intended to serve active mobility travelers. No car parking will be provided. Amenities that City staff have requested include:

- At least 25% native habitat (a pollinator fountain is also being explored)
- Metal or fabric shade structure
- Boulders, bollards, bike racks, and fencing to protect open space from errant vehicles
- Driveway and pad for City maintenance, could double as a roving vendor space
- Bollard lighting and limited lighting structures to reduce light pollution
- Water bottle filling station
- Micromobility wayfinding and interpretative signage
- Bike fix-it station and air pump
- Emergency phone/blue light, security cameras
- Public Wi-Fi

Attachment 3 shows the conceptual design of the proposed project, plant species, and NRBB extension.

Next Steps

If the PWSC recommends moving forward with this project, staff will bring this item to the City Council for authorization to complete final design. The project is expected to cost approximately $4 million. Staff has requested the full construction funding amount from Measure M MSP. It is important to know that both the NRBB+Mobility Hub project and the MAT Project depend on each other to provide a seamless walking and biking experience at the Inglewood/Grant intersection.

COORDINATION:

Coordination of this report took place within the Public Works Department.

Prepared by:
Ryan Liu, Principal Transportation Engineer

Submitted by:
Andrew Winje, Public Works Director

ATTACHMENTS:
1 – PWSC Administrative Report, June 26, 2023
2 – MAT Project Final Report
Supplemental appendices and the Project's conceptual design can be found at:
https://www.redondo.org/departments/public_works/engineering_services/traffic_engineering/traffic_projects.php
3 – NRBB Extension and Native Planting Mobility Hub Project Concept

Administrative Report

J.2., **File #** PWC23-6269 **Meeting Date:** 6/26/2023

To: **PUBLIC WORKS AND SUSTAINABILITY COMMISSION**

From: **DEPARTMENT OF PUBLIC WORKS**

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING PROJECT ALTERNATIVES FOR THE METRO ACTIVE TRANSPORTATION GRANT PROJECT FOR THE REDONDO BEACH BLVD. CORRIDOR

RECOMMENDATION

1. Receive and file the project report on the subject project.
2. Provide input to staff regarding project lane configuration alternatives for the portion of the project in the City of Redondo Beach.

SUMMARY

The City of Redondo Beach has partnered with the City of Lawndale and the County of Los Angeles to secure a $6.6M grant from the Los Angeles County Metropolitan Transportation Authority ("METRO") to design and construct pedestrian and bicycle improvements (transportation modes known as "active transportation") along the Redondo Beach Blvd. between El Camino College and Dominguez Park in Redondo Beach. The corridor includes portions of Grant Ave and Ripley Ave. within the City. The goal is to create a continuous bike facility for the full length of the corridor, and to provide pedestrian improvements at major intersections and where sidewalks are absent along the corridor.

The agencies have hired, via METRO's on-call contract, a design firm (CR & Associates) to perform an alternatives analysis, conduct public outreach and develop a conceptual (15%) design that will function as the basis for the next phase of design development. The project has reached the stage to determine the preferred project elements. The consultant has developed several project element alternatives for which staff is seeking input from the Commission. Staff has invited representatives of CR & Associates to share project element alternatives developed to date along with results of the public outreach regarding those alternatives. The Commission's conversation about configuration preferences within the City of Redondo Beach will be very informative to completion of the conceptual design.

Once these preferences are determined, the design consultant will begin the conceptual engineering and cost estimates. CR & Associates anticipates finalizing their 15% design concept in Spring 2024 to complete their contract. After that, the agencies will engage a designer to develop the engineering design further and prepare contract documents that may be put out to bid for construction.

Prepared by:
Andy Winje, City Engineer

Submitted by:
Ted Semaan, Public Works Director

ATTACHMENTS

1. Presentation Slides



Redondo Beach Blvd Corridor

Metro Active Transportation (MAT) Program

June 26, 2023

C+R

SBBC+ SRK

Metro



Agenda

- Project Description
- Project Schedule
- Outreach Update / Survey Results
- Traffic Operations Analysis
- Q&A

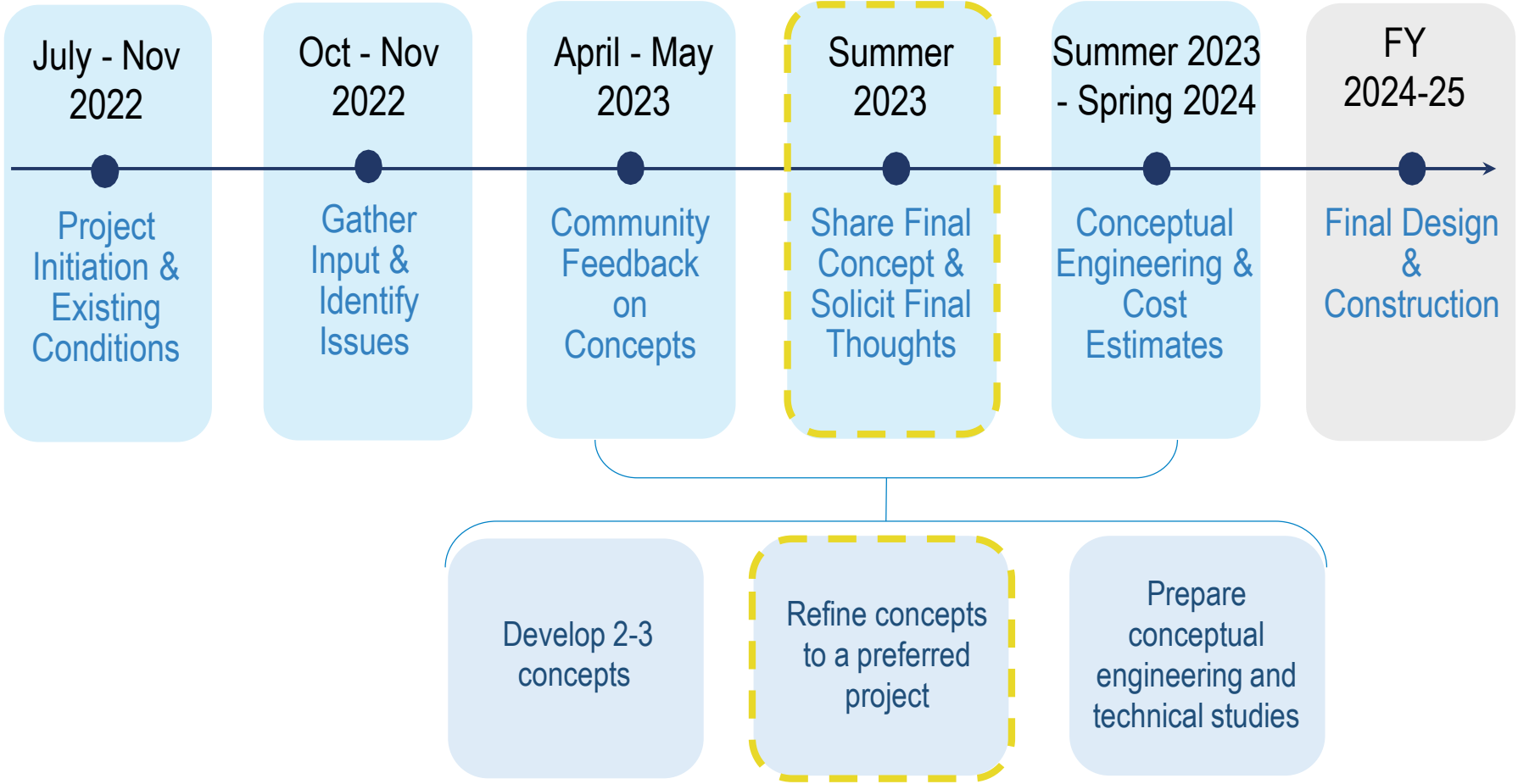
Project

- Redondo Beach Blvd/Ripley Ave from Flagler Ln to the Dominguez Channel Greenway for 3.3 miles
- Project Lead and Funding: LA Metro
- Metro Active Transport, Transit and First/Last Mile Program Cycle 1
- Agencies: Cities of Redondo Beach and Lawndale, LACDPW
- Project Goals:
  - Encourage walking and biking
  - Connect to transit facilities, educational facilities, parks, retail stores, job centers, and residential neighborhoods
  - Enhance safety
  - ADA improvement

Project Map


REDONDO BEACH BOULEVARD
ACTIVE TRANSPORTATION CORRIDOR
Bikeway & Pedestrian Improvement Corridor
Existing Dominguez Channel Greenway
Dominguez Channel Greenway Extension
Existing Class 1 Bike Path
Proposed Class 1 Bike Path
Existing Class 3 Bike Route
Green Line Station
Proposed Green Line Station
CityBoundary
REDONDO BEACH BLVD
RIPLEY AVE
3.31 miles
MANHATTAN BEACH
REDONDO BEACH
HERMOSA BEACH
LAWNDALE
COUNTY OF LA
GARDENA
TORRANCE
Los Angeles
Long Beach
Hermosa Beach
El Nido
Perry
La Fresa
Alondra Park
Southwest Village
Marine Ave
Manhattan Beach Blvd
W 154th St
W 156th St
W 160th St
W 162nd St
W 164th St
W 170th St
W 171st St
W 176th St
W 177th St
W 178th St
W 180th Pl
W 182nd St
W 187th St
W 190th St
Carnegie Ln
Grant Ave
Harriman Ln
Pullman Ln
Ralston Ln
Spreckels Ln
Mathews Ave
Voorhees Ave
Gates Ave
Plant Ave
Farrell Ave
Dufour Ave
19th St
8th St
5th St
2nd St
1st St
245 ft
South Bay Galleria
El Camino Community College
Dominguez Channel
N
0 0.25 0.5 Mi
0 0.5 1 Km
Coordinate System: NAD 1983 StatePlane California V FIPS 0405 Feet

Project Schedule



Outreach To Date

Project Timeline

We Are Here

- Fall 2022 — Existing Conditions
- Spring 2023 — Concept Development
- Summer 2023 — Preferred Project
- Summer 2023 - Spring 2024 — Conceptual Design

PHASE 1

Alondra Park Halloween Trick or Treat Village
Thurs, Oct 27, 2022

Galleria Pop Up
Sat, Nov 19, 2022

Outreach Plan

Redondo Beach Blvd

- 2 large scale events
- 4 small scale events
- 3 phases (existing conditions, concept alternatives, preferred project)

PHASE 2

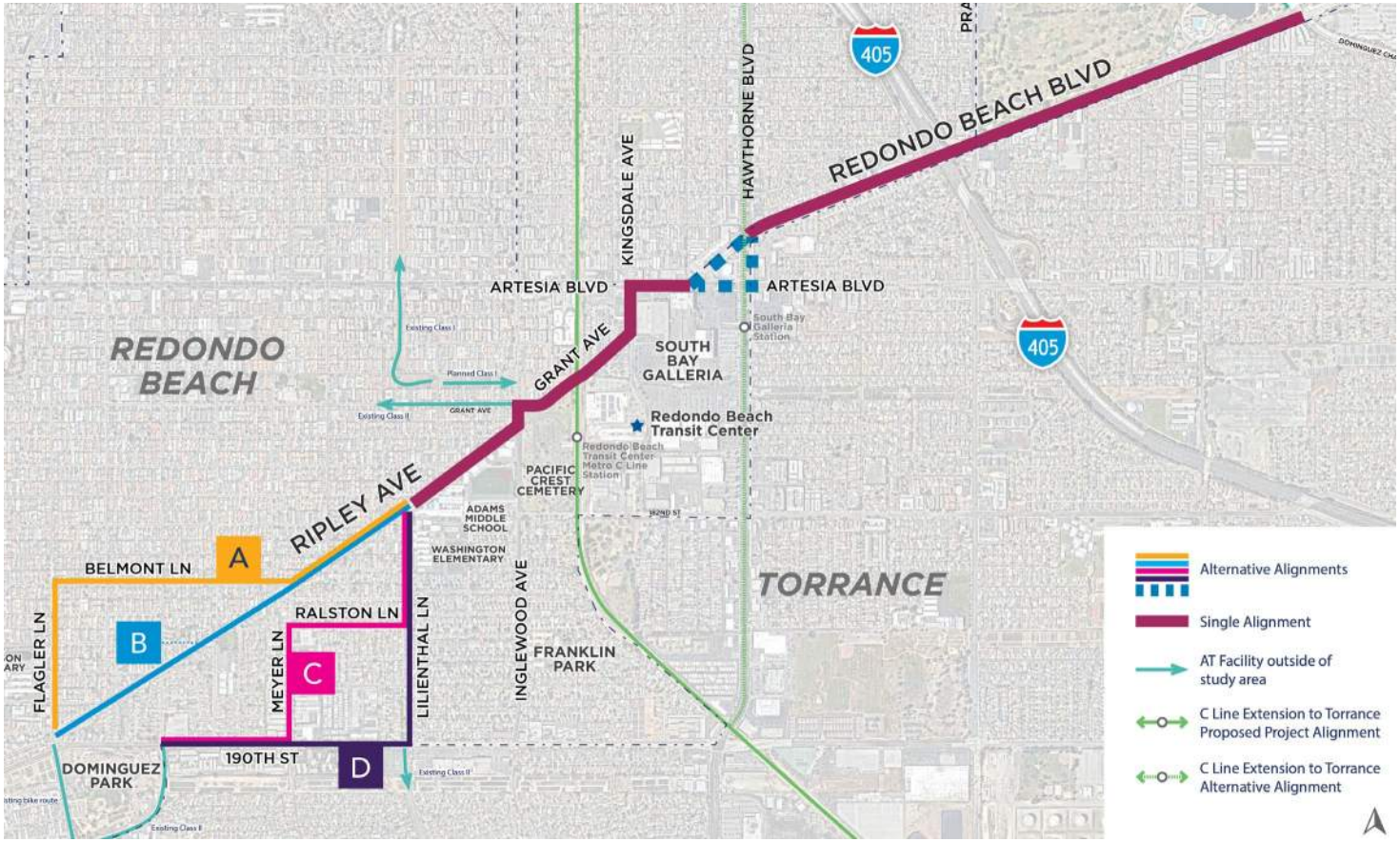
North Redondo Beach Blvd Business Association Meeting
Thurs, Apr 13, 2023

Beach Cities Health District Youth Advisory Meeting
Tues, Apr 18, 2023

Jefferson and Washington Elementary School Open Houses
Thurs, May 25, 2023

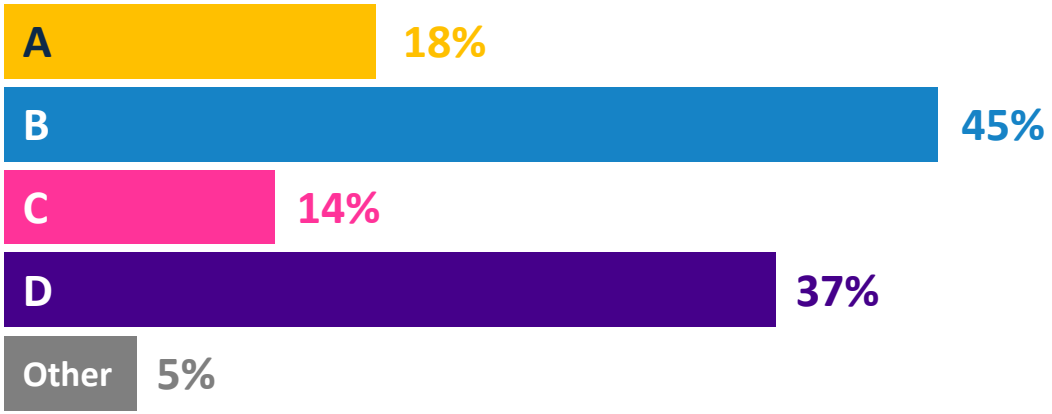
Phase 2 Survey Results

- Survey was open from April 7 to May 31
- 367 surveys collected
- 3 supporting CBOs (SBBC+, Street Racing Kills, League of Women Voters)
- Social Media Promotion through District 3 Council Member Paige Kaluderovic's Office

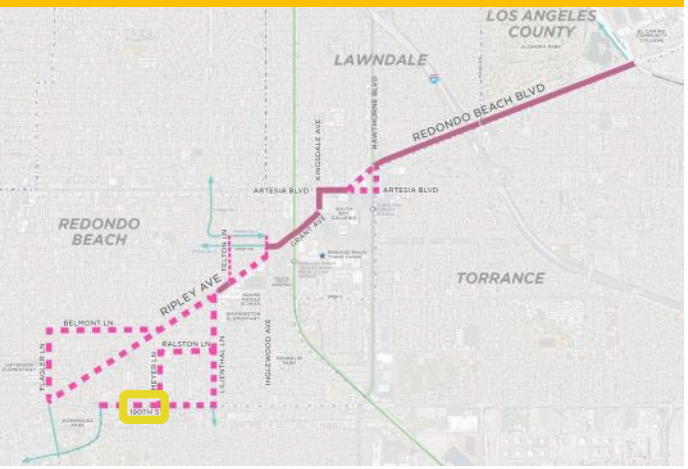


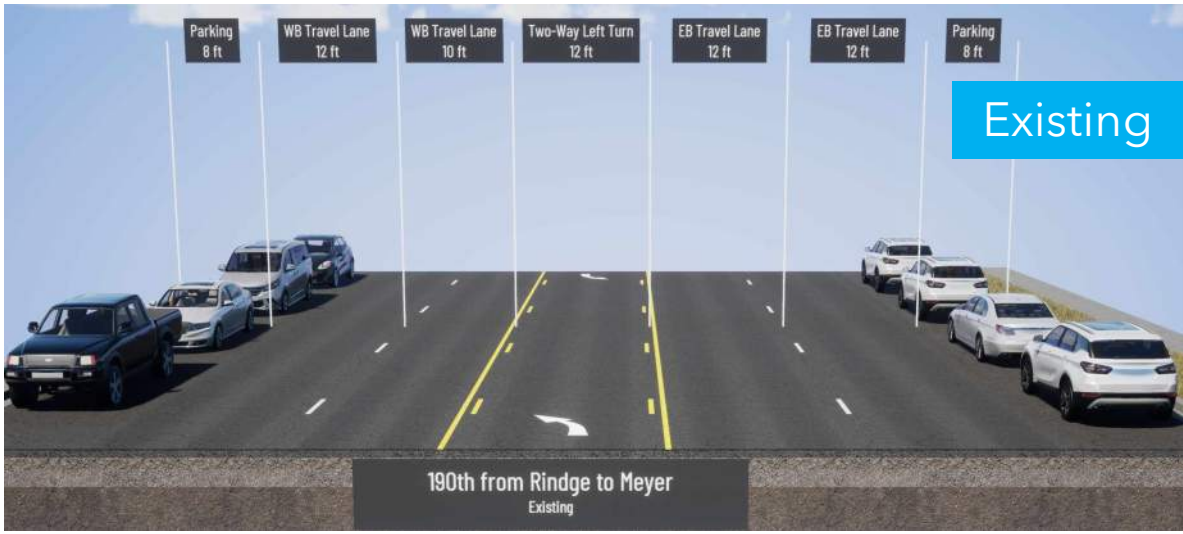
Which alignment(s) do you prefer?

(Participants were able to select multiple responses. Percentage may add up to over 100%)

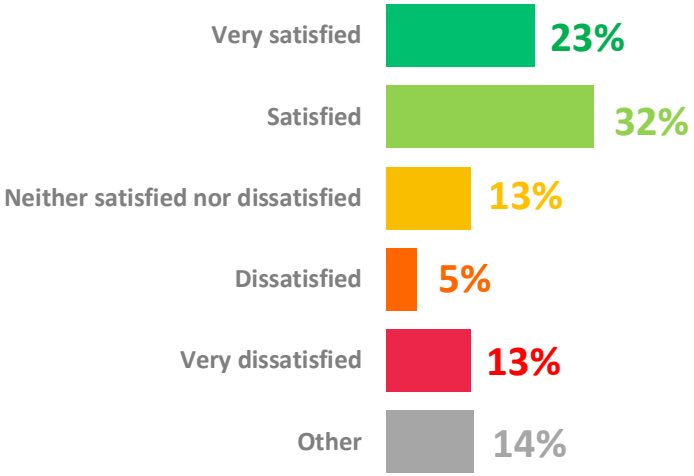


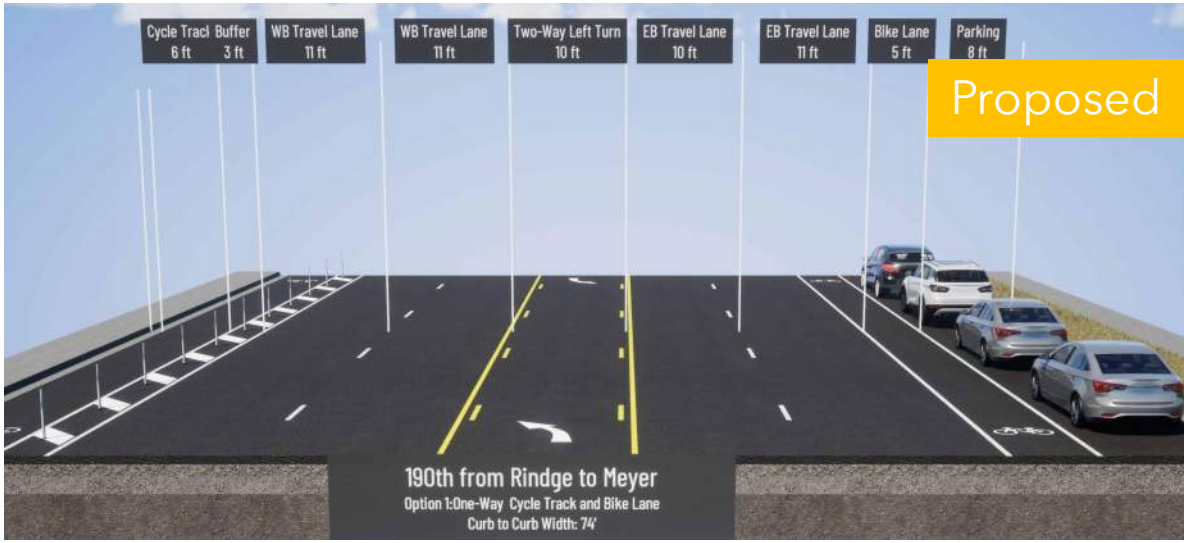
190th St:
Rindge to Meyer

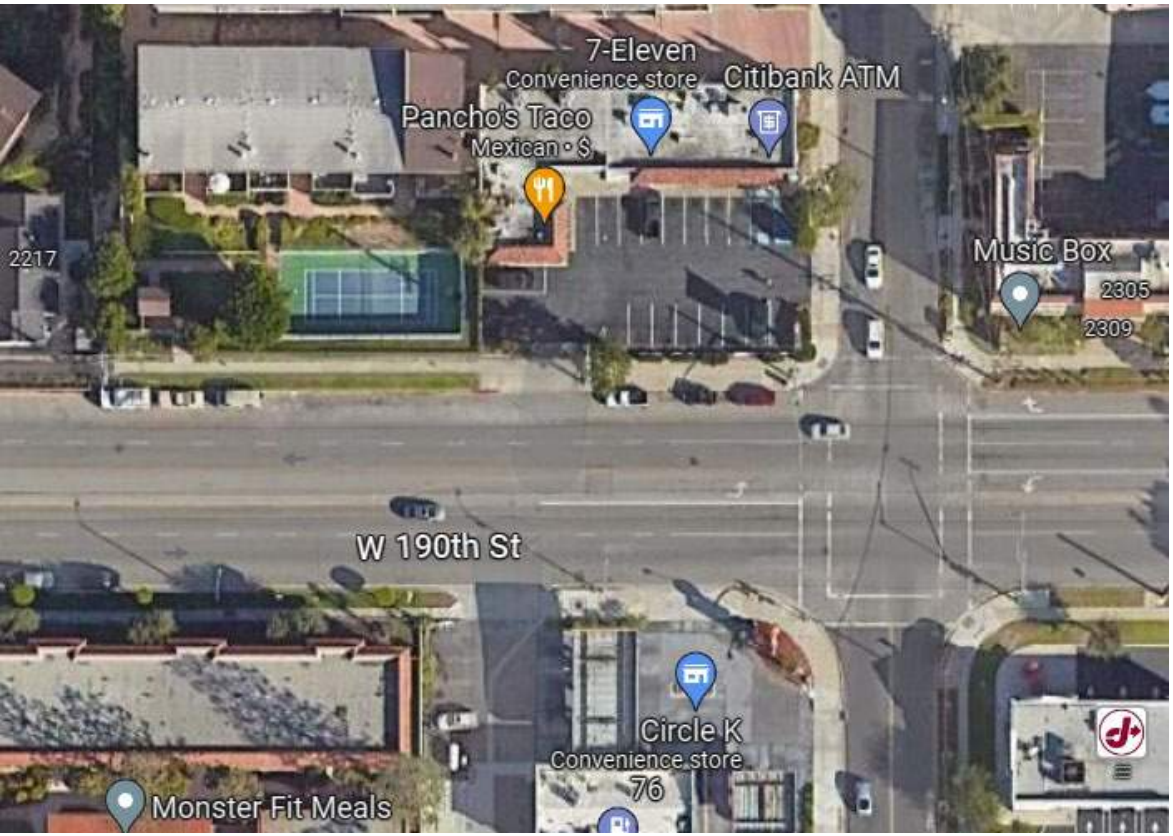




How satisfied are you?







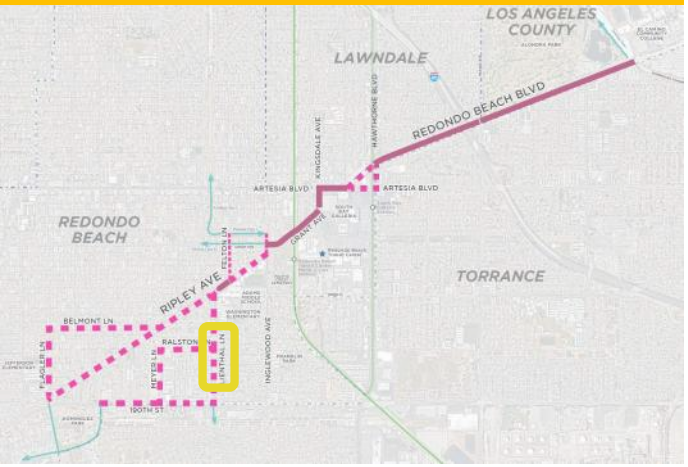
W 190th Street @ Meyer Lane

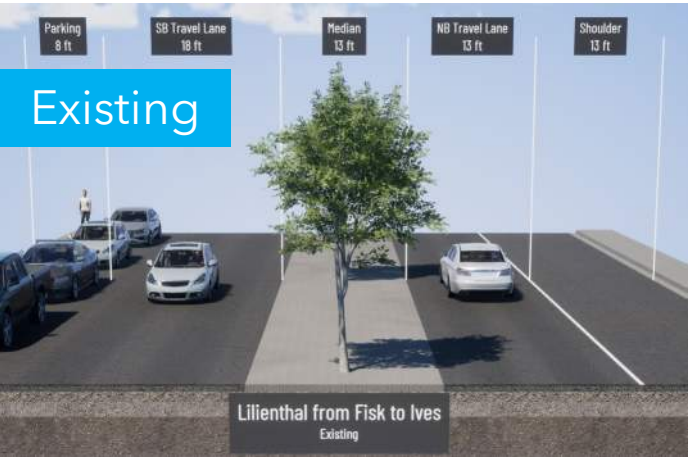


Looking west on W 190th Street @ Meyer Lane

Which option do you prefer?

Lilienthal Ln: Fisk to Ives









(Participants were able to select both options. Percentage may add up to over 100%)



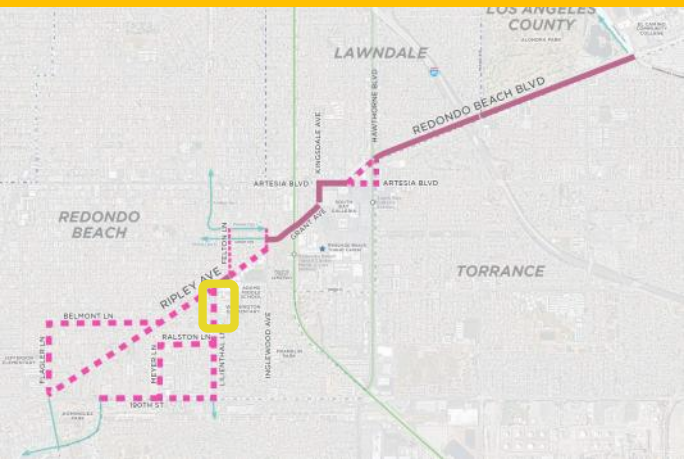
Lilienthal Lane:
Fisk Lane and Ives Lane

Looking north on
Lilienthal Lane



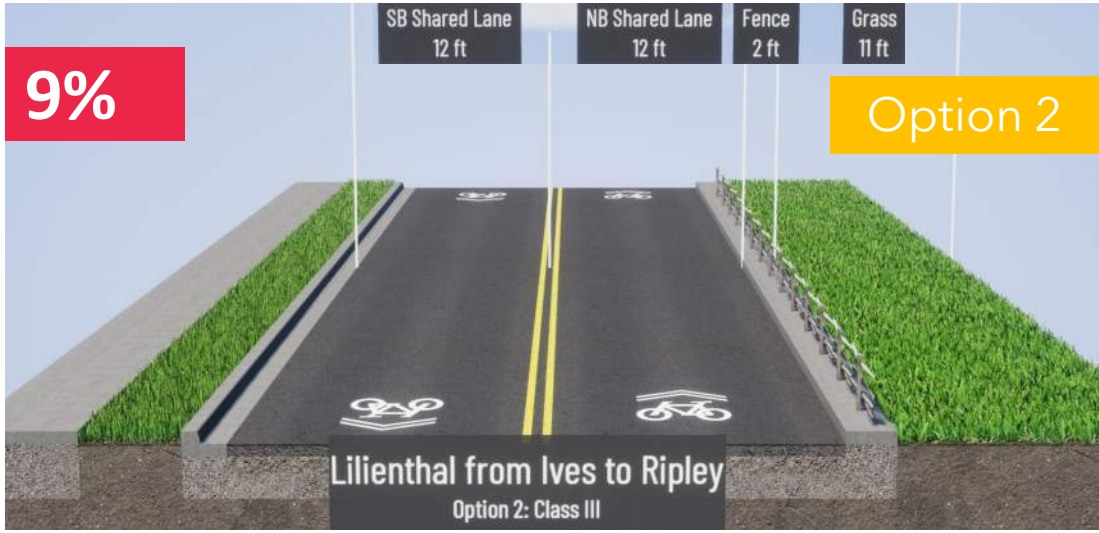
Which option do you prefer?

Lilienthal Ln:
Ives to Ripley









(Participants were able to select both options. Percentage may add up to over 100%)



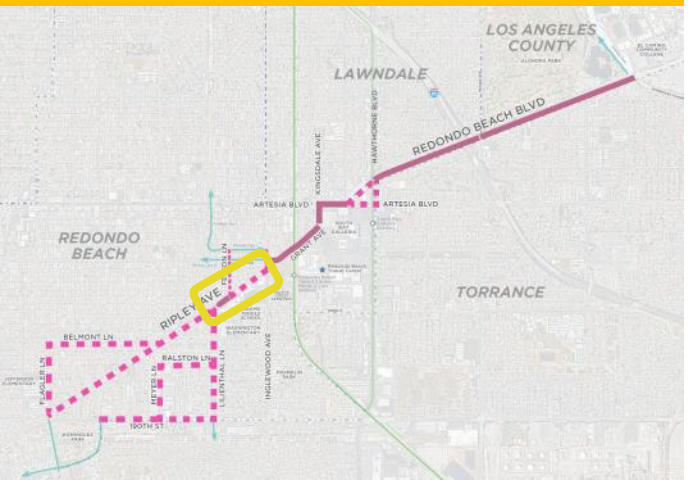
Lilienthal Lane:
Ives Lane and Ripley Avenue

Looking north on Lilienthal Lane
(Washington Elementary School and
Adams Middle School to the right)

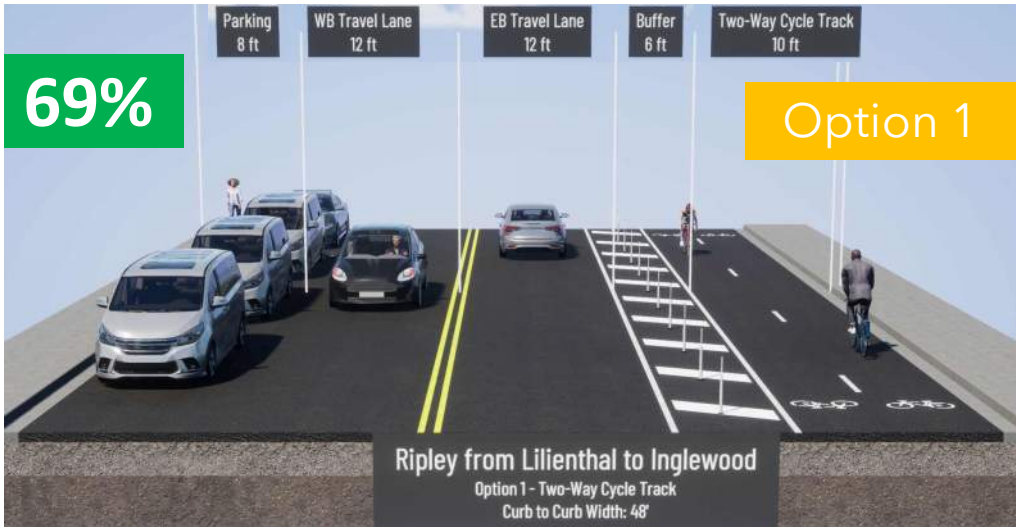


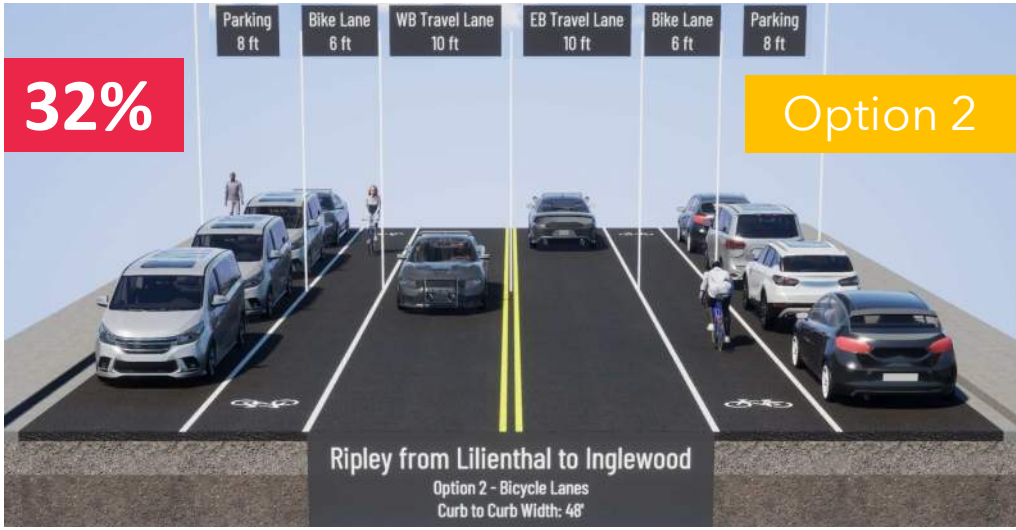
Which option do you prefer?

Ripley Ave: Lilienthal to Inglewood

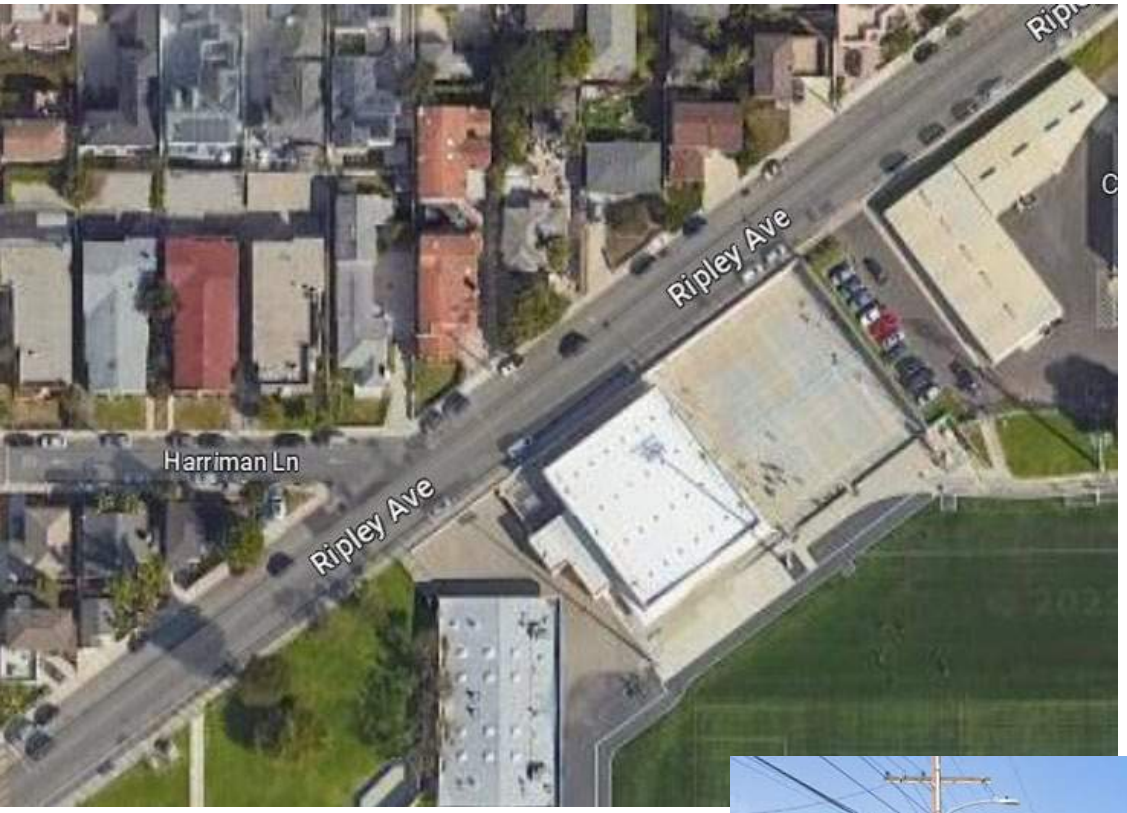








(Participants were able to select both options. Percentage may add up to over 100%)

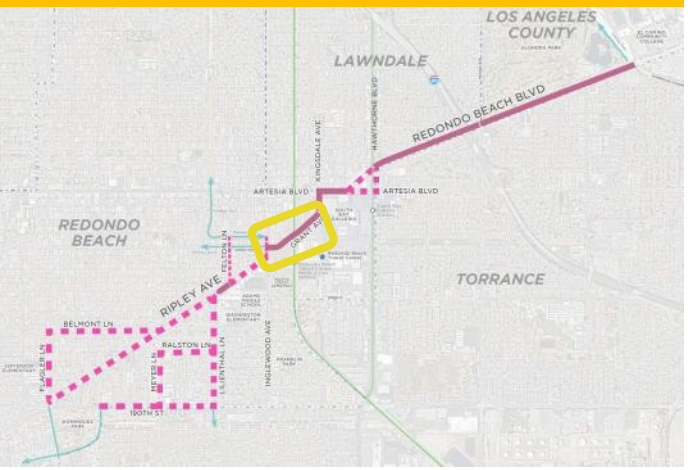


Ripley Avenue:
Lilienthal Lane and Inglewood Avenue



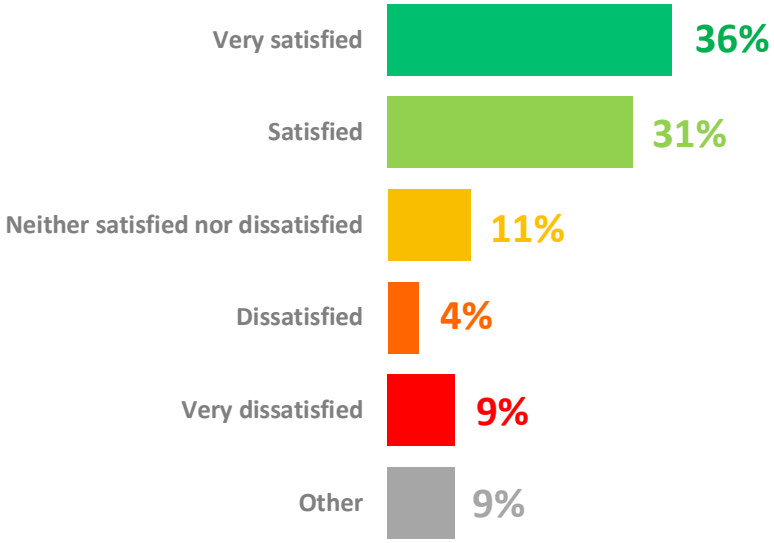
Looking east on Ripley Lane,
approaching Perkins Lane

Grant Ave: Inglewood to Kingsdale

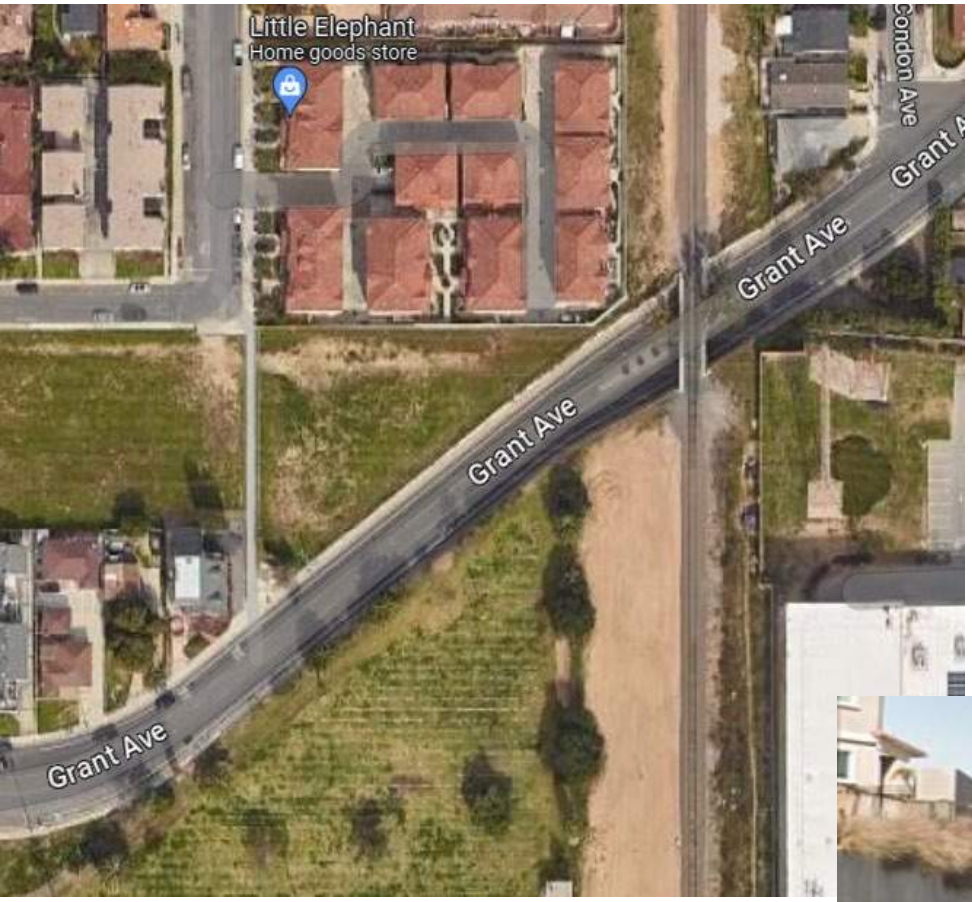




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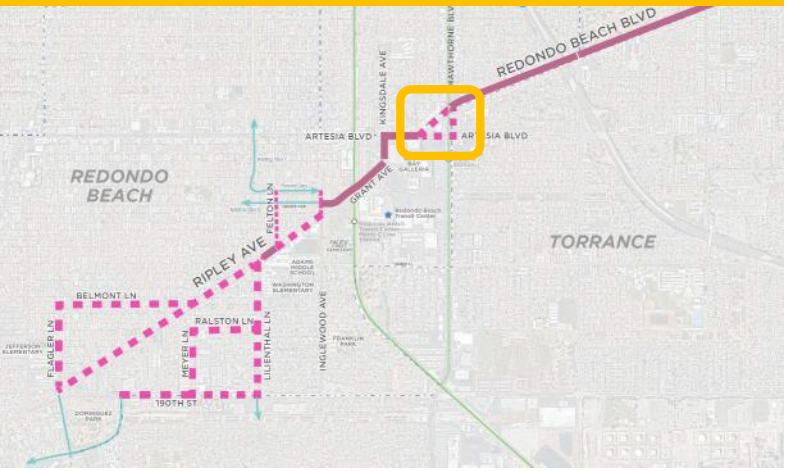
Grant Avenue:
Inglewood Avenue and Kingsdale Avenue



Looking east on Grant Avenue

Which option do you prefer?

Artesia Blvd: Kingsdale to Redondo Beach



Existing



18%

Option 1



84%

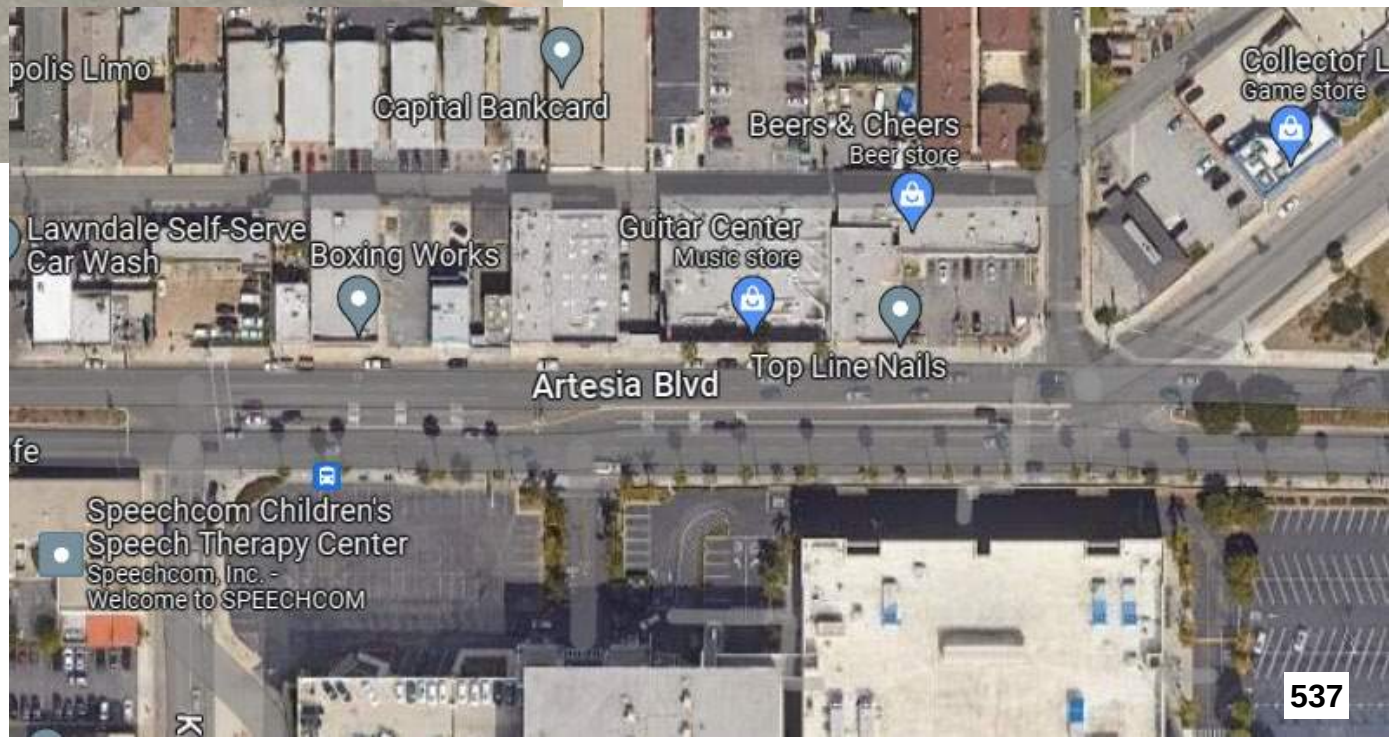
Option 2



(Participants were able to select both options. Percentage may add up to over 100%)



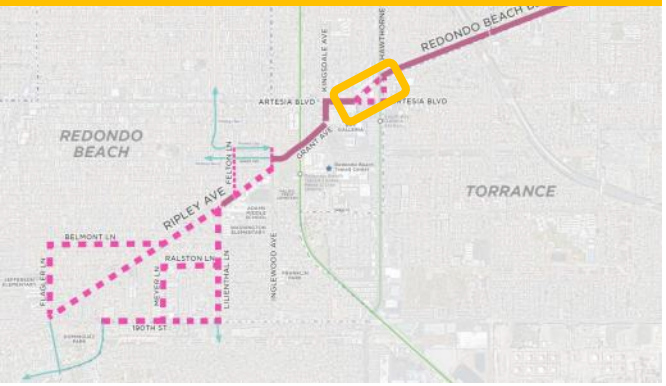
Looking east on Artesia Boulevard @ Kingsdale Avenue



Artesia Boulevard @ Redondo Beach Boulevard

Which option do you prefer?

Redondo Beach Blvd: Artesia to Hawthorne



Existing



48%

Option 1



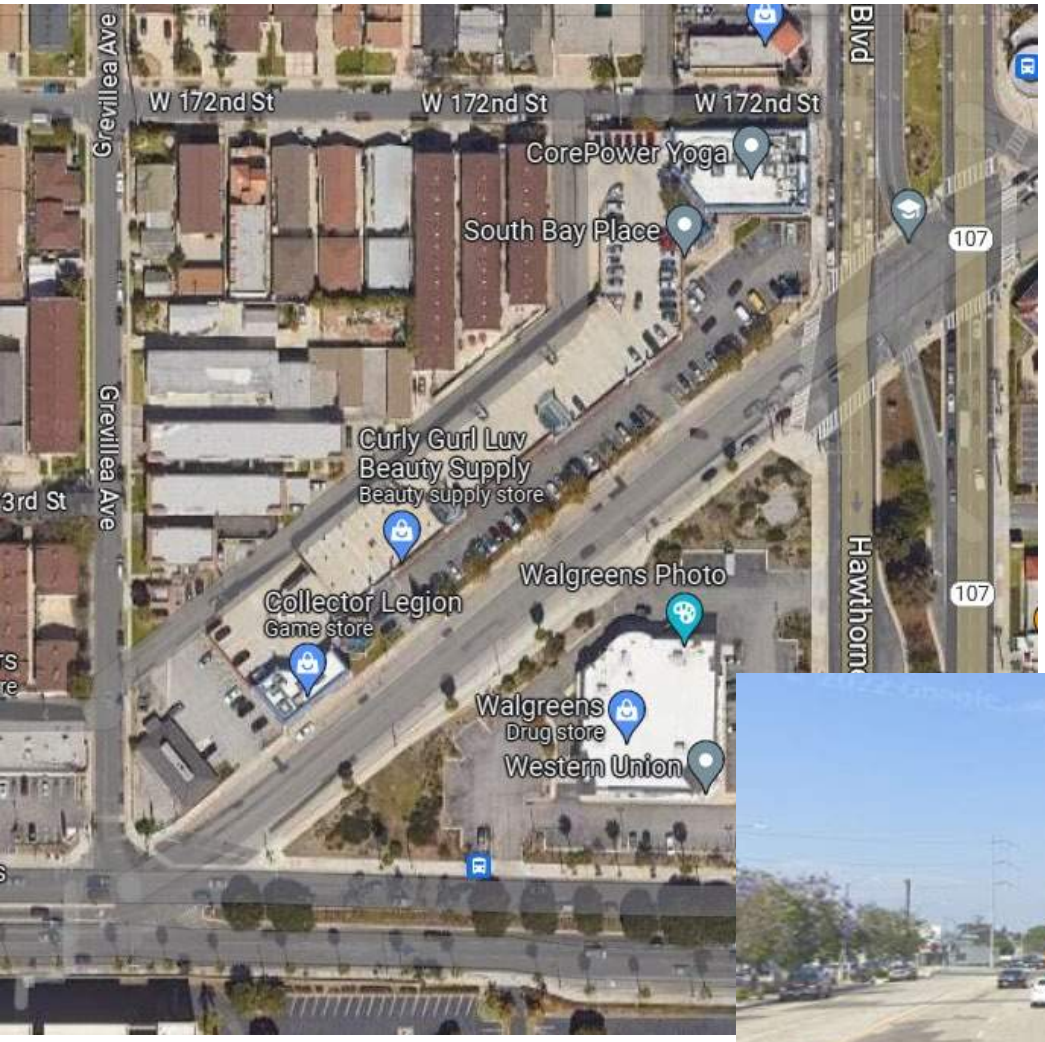
54%

Option 2



(Participants were able to select both options. Percentage may add up to over 100%)

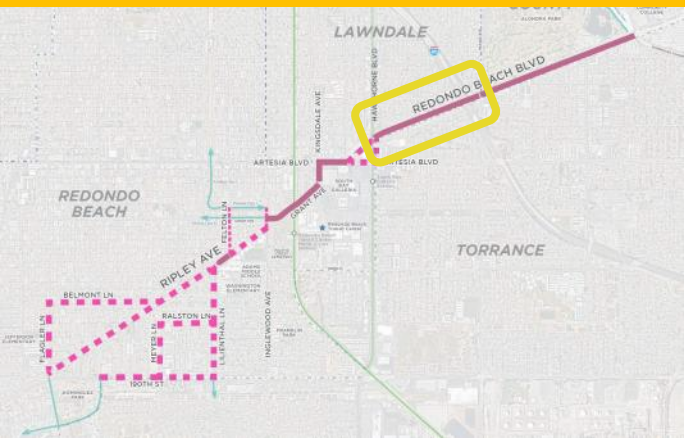
Redondo Beach Boulevard:
Artesia Blvd and Hawthorne Blvd

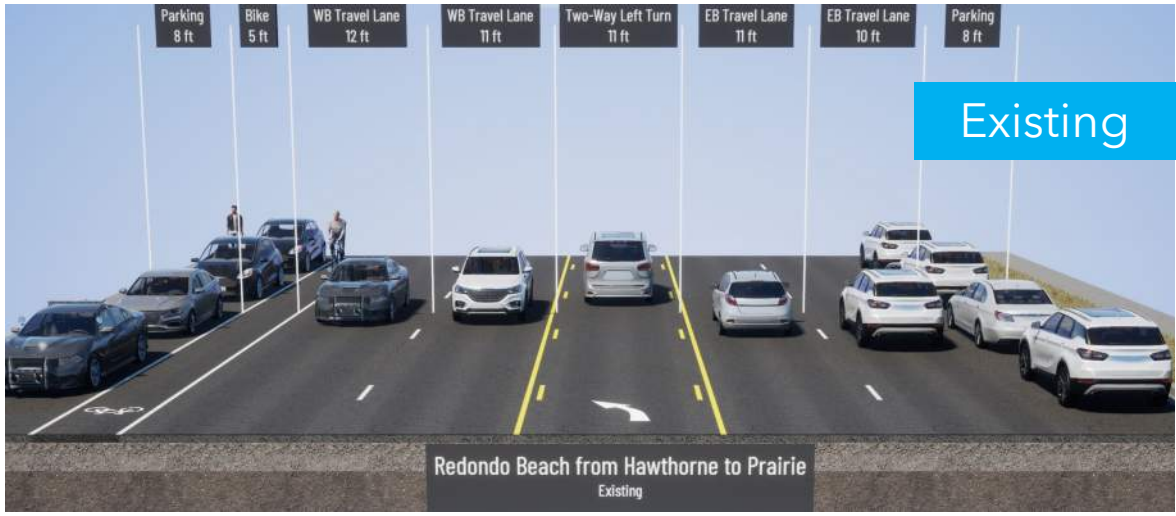


Looking east on Redondo Beach Blvd

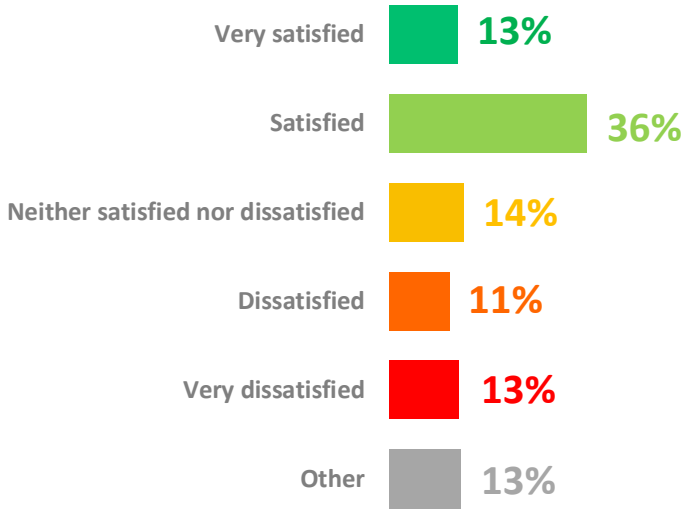


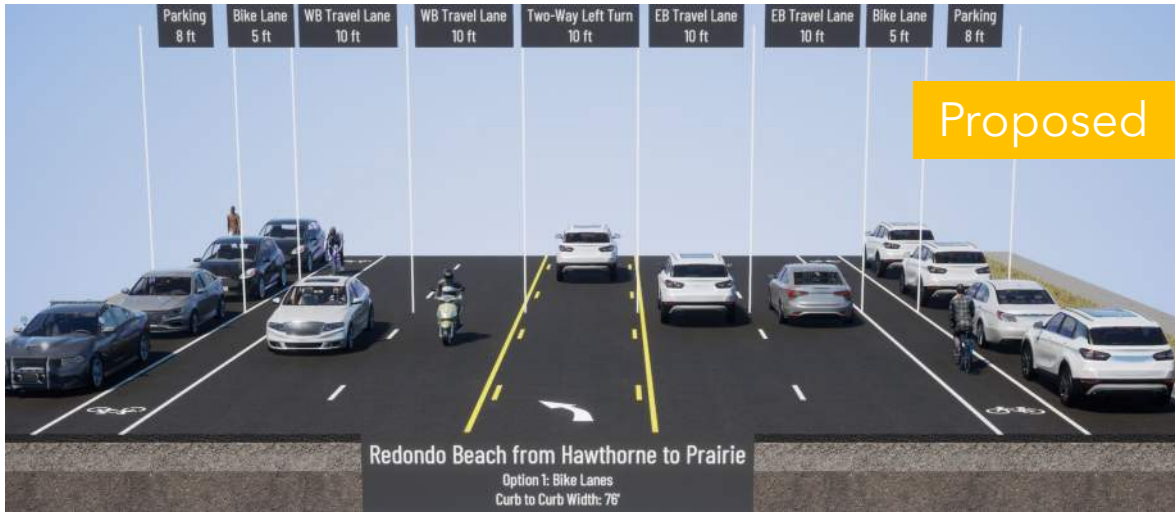
Redondo Beach Blvd: Hawthorne to Prairie





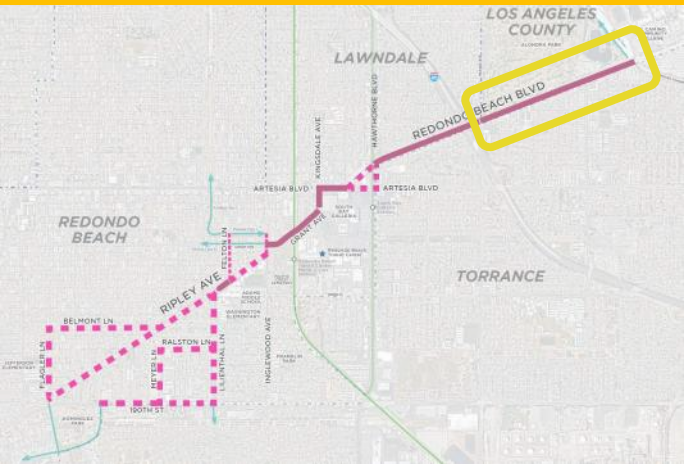
How satisfied are you?

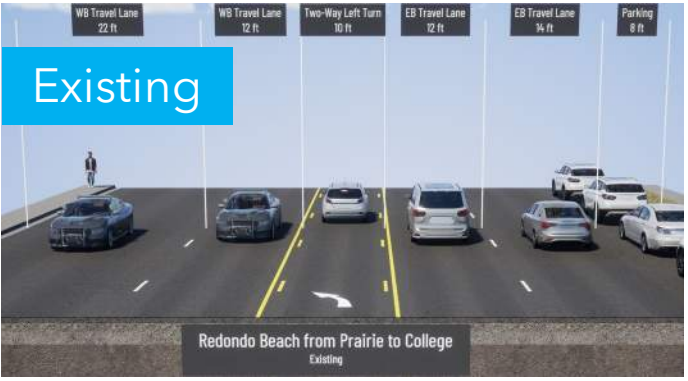


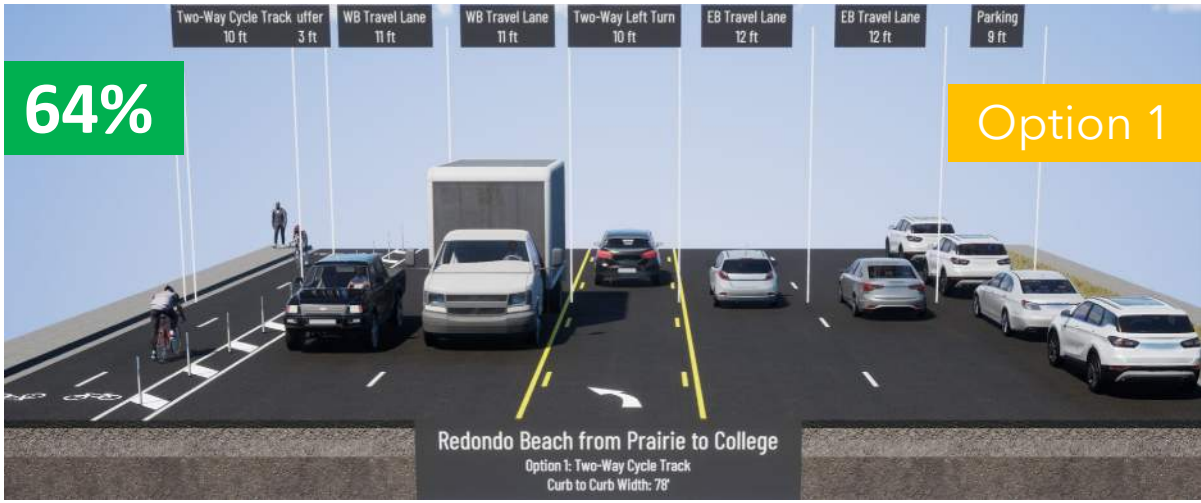


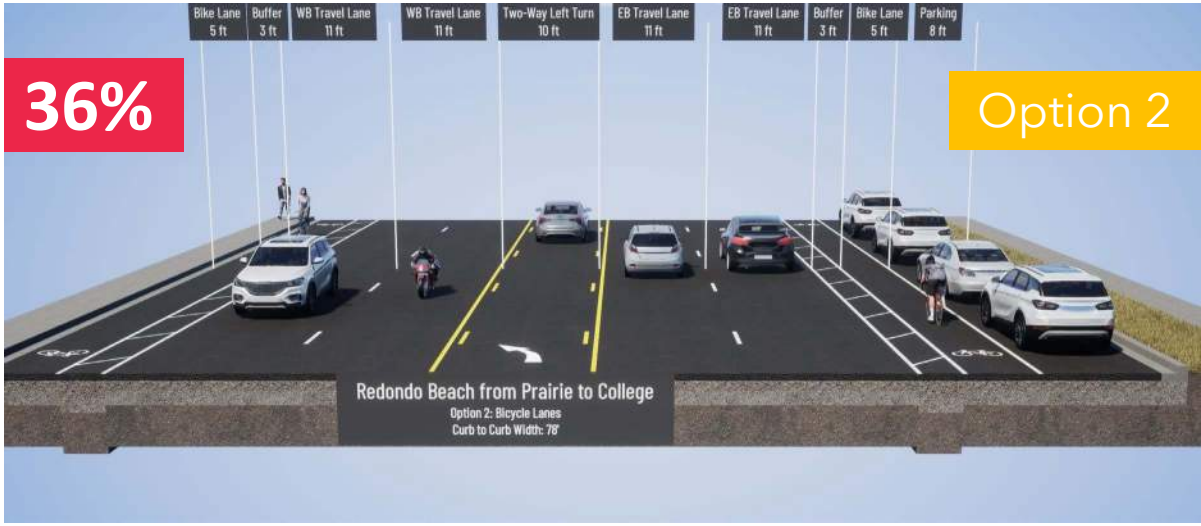
Which option do you prefer?

Redondo Beach Blvd: Prairie to College









(Participants were able to select both options. Percentage may add up to over 100%)

Traffic Operations

Intersection LOS Results – Near-Term Year 2025 (Project Opening Year)

#	Intersection	Control	No Project		w/ Project	
			Delay (sec.) (AM / PM)	LOS (AM / PM)	Delay (sec.) (AM / PM)	LOS (AM / PM)
1	Inglewood Ave & Ripley Ave[1]	SSSC (Existing) / Signal (Project)	16.0 / 15.8	C / C	19.8 / 27.1	B / C
2	Inglewood Ave & Grant Ave[1]	Signal	37.9 / 59.9	D / **E**	47.7 / 57.9	D / **E**
3	Kingsdale Ave & Grant Ave	Signal	25.0 / 26.5	C / C	28.0 / 32.3	C / C
4	Redondo Beach Blvd / Grevillea Ave & Artesia Blvd[2]	Signal	25.6 / 26.0	C / C	27.8 / 27.6	C / C
5	Hawthorne Blvd & Artesia Blvd	Signal	56.3 / 52.0	**E** / D	103.9 / 77.9	**F** / **E**
6	Hawthorne Blvd & Redondo Beach Blvd	Signal	58.6 / 49.0	**E** / D	76.1 / 76.2	**E** / **E**
7	Prairie Ave & Redondo Beach Blvd	Signal	73.6 / 81.0	**E** / **F**	86.4 / 92.7	**F** / **F**

Notes:
Bold indicates substandard LOS.
[1]Signalized Clustered Intersection, analyzed with HCM 2000.
[2]Due to unique geometry, analyzed with HCM 2000.

Questions

Monique Chen, PE
Principal / Project Manager
CR Associates

Aryo Rad, PE
Corridor Manager
CR Associates







METRO ACTIVE TRANSPORTATION (MAT) PROGRAM

Redondo Beach Boulevard Active Transportation Corridor

FINAL
Alternatives Analysis

APRIL 2024

Prepared For

Metro
1 Gateway Plaza
Los Angeles, CA 90012

Prepared By

CR Associates
714 W Olympic Blvd, Suite 609
Los Angeles, CA 90015

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1.0 Study Background & Purpose

1.1 Overview

The Redondo Beach Blvd Active Transportation Corridor Project will improve walking and biking opportunities in the cities of Redondo Beach and Lawndale and the unincorporated Los Angeles County community of El Camino Village. The project will improve safety and access for multiple transportation modes to travel around the community. The project corridor crosses several major streets, including Inglewood Ave, Grant Ave, Kingsdale Ave, and Artesia Blvd, connecting people walking and biking to neighborhoods, parks, schools, shopping centers, and existing and future transportation centers, including the planned C Line (Green) station, along Ripley Ave and Redondo Beach Boulevard.

The originally proposed alignment traversed 3.3 miles of Ripley Avenue and Redondo Beach Boulevard, connecting to schools on Ripley Avenue, the South Bay Galleria, the future C Line Extension to Torrance, Alondra Park, and concentrations of residential and commercial uses.

The study area (one-half mile from the originally proposed grant application alignment) and existing and planned bicycle facilities are shown in ***Figure 1*** below. Class II bicycle lanes exist on Grant Avenue between Kingsdale Avenue and Inglewood Avenue, and a short stretch of Class III facilities are on Ripley Avenue between Lilienthal Lane and Felton Lane.

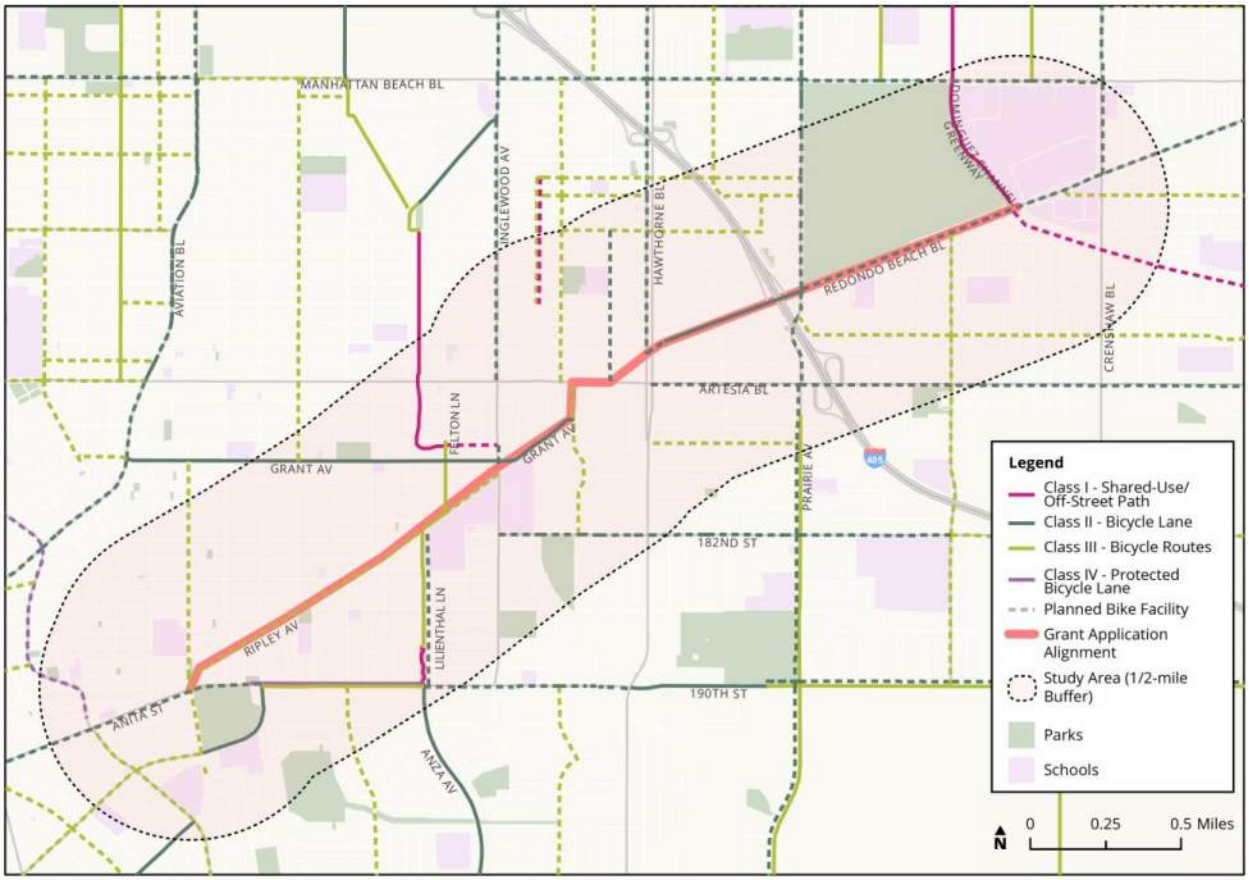


Figure 1 Study Area with Existing and Planned Bicycle Facilities

The Alternatives Analysis is one of the initial steps in the planning process. It serves to document the considered and preferred alternative alignments that will inform design development and engineering. Alignments were assessed based on community feedback, jurisdictional insight, right-of-way constraints, safety for all street users, connectivity, operations, and relative cost. This memo identifies recommended alignments to improve the travel environment and traffic safety for vulnerable groups, namely cyclists and pedestrians.

1.2 Planning Process

1.2.1 Multi-jurisdictional MAT Grant Application

The original multi-jurisdictional grant application for MAT Phase I funding was submitted by the City of Redondo Beach, the City of Lawndale, and the County of Los Angeles. The grant application identified Ripley Avenue and Redondo Beach Boulevard as the primary corridors. See ***Figure 2*** below.



Figure 2 MAT Grant Application Alignment Map

1.2.2 Existing Conditions

The corridor is anchored by three nodes that have the highest propensity for attracting pedestrian and bicycle trip activity, including:

- Near Dominguez Park, at the southwestern end of the project area, there is a mix of housing, services, and schools.
- The central part of the project area surrounding the intersection of Artesia Boulevard and Hawthorne Boulevard, where South Bay Galleria, other commercial areas, and higher-density housing (over 40 residents/acre) are located.
- Near El Camino College, where 18,000 students are enrolled, in the northeastern end of the project area.

These high-propensity areas are revealed in the analysis of land use and destinations (***Figure 3***).

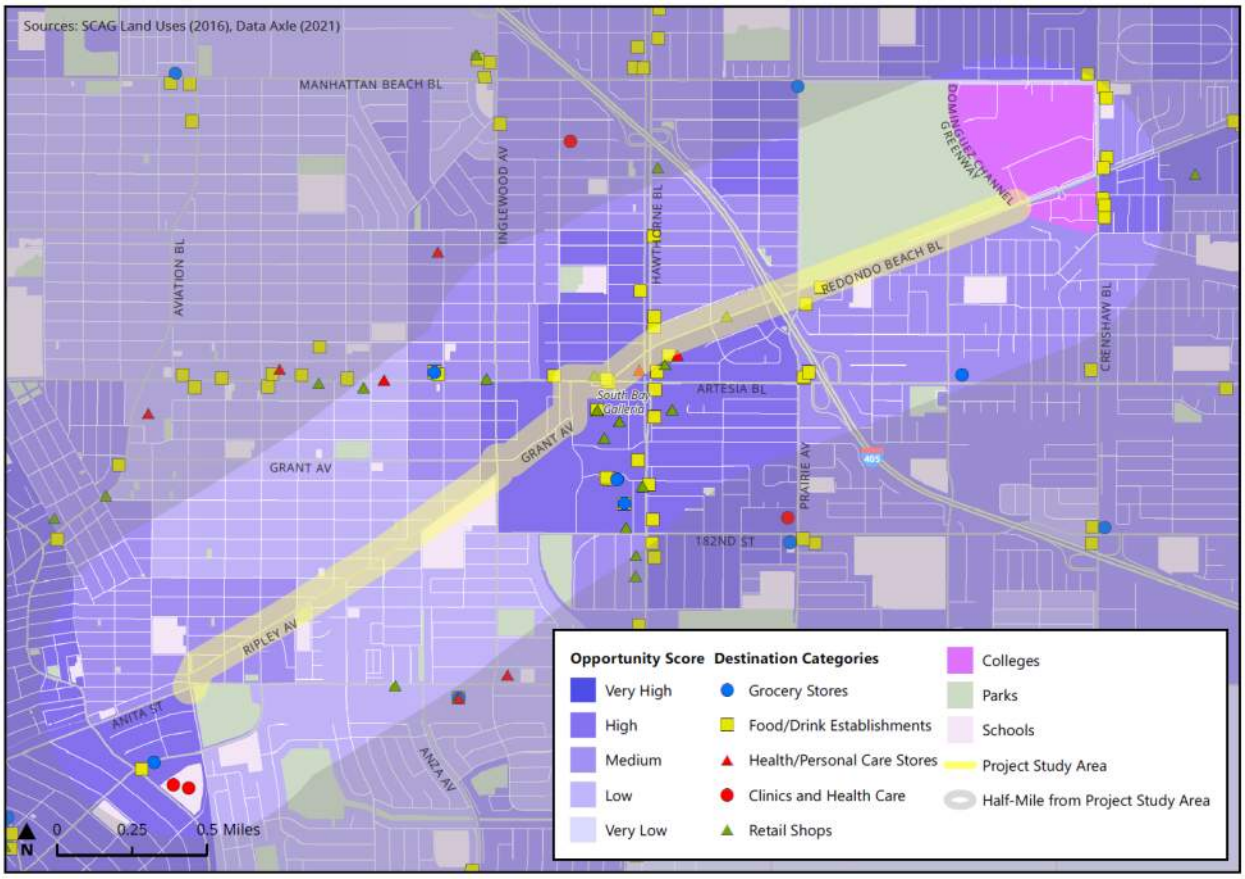


Figure 3 Land Uses and Destinations (Opportunity Score)

A safety assessment found that pedestrian and bicycle collisions, shown in ***Figure 4***, are more concentrated in the areas surrounding the three nodes; therefore, focusing pedestrian and bicycle improvements in these areas, as well as the routes that connect them, can enhance safety, comfort, and convenience for existing and future residents, employees, and visitors of the corridor.



Figure 4 Pedestrian and Bicycle Collisions (2015-2019)

Complex intersections, such as Artesia Blvd at Redondo Beach Blvd and Hawthorne Blvd at Redondo Beach Blvd, are identified as areas of concern. Intersection approaches that include high-visibility crosswalks, leading pedestrian intervals and/or protected signal phases for bicyclists, restricted right turn on red for vehicular movements, and traffic signals with protected left turn phases are critical considerations for improving bicycling and pedestrian safety.

Pedestrian and Bicycle Access to Transit

From the central hub of the study area, at the South Bay Galleria, to the northeastern terminus of the study area, the corridor is well served by local bus services operated by Metro, Torrance Transit, Lawndale Beat, Beach Cities Transit, and Gardena GTrans. ***Figure 5*** shows the existing transit in and around the project study area.

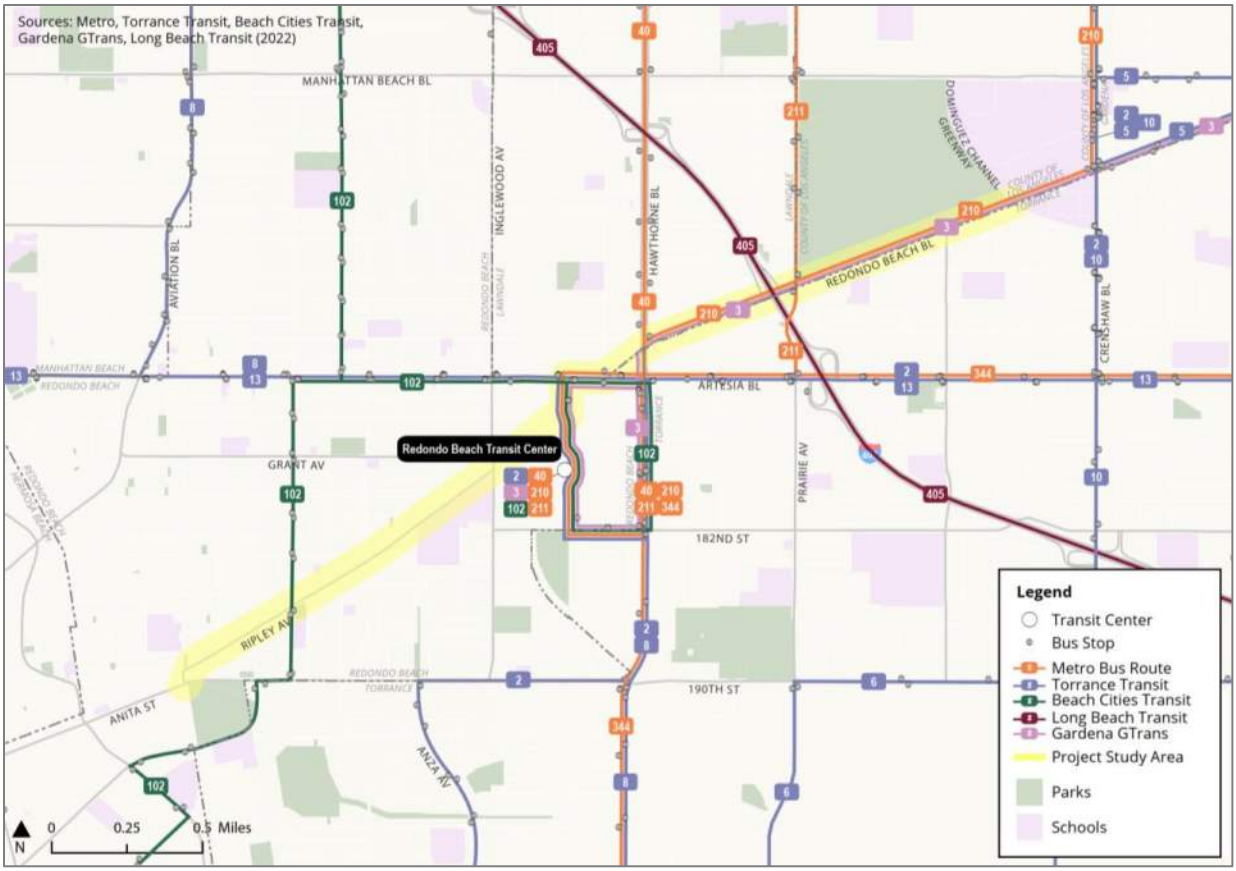


Figure 5 Existing Transit Services

Maintaining and enhancing the areas around existing bus stops can help improve access to the local destinations and connections to the regional transit network. Wider sidewalks can ensure sufficient space for bus shelters without inhibiting the ADA accessibility of the walkways.

The future C Line (Green) extension to Torrance is considering two alignment alternatives, both of which cross the project area either on the east or west side of the South Bay Galleria. The C Line will provide the project area with high-quality transit connectivity by enabling quicker journeys to local and regional destinations.

1.2.3 Community Engagement Overview

Phase 1

The first phase of community engagement collected comments from over 300 residents and identified equally high levels of walking, biking, and driving in the community. The community's most significant priorities within the study area are traffic and personal safety, addressing a lack of comfortable or separated bicycle facilities, improving connectivity to destinations and existing bike routes, and improving bicycle parking. The findings are summarized in the infographic below (***Figure 6***). The locations with the highest levels of challenges are Dominguez Park, the intersection of Inglewood Ave and Ripley Ave, and Redondo Beach Blvd between Hawthorne Blvd and Prairie Ave.

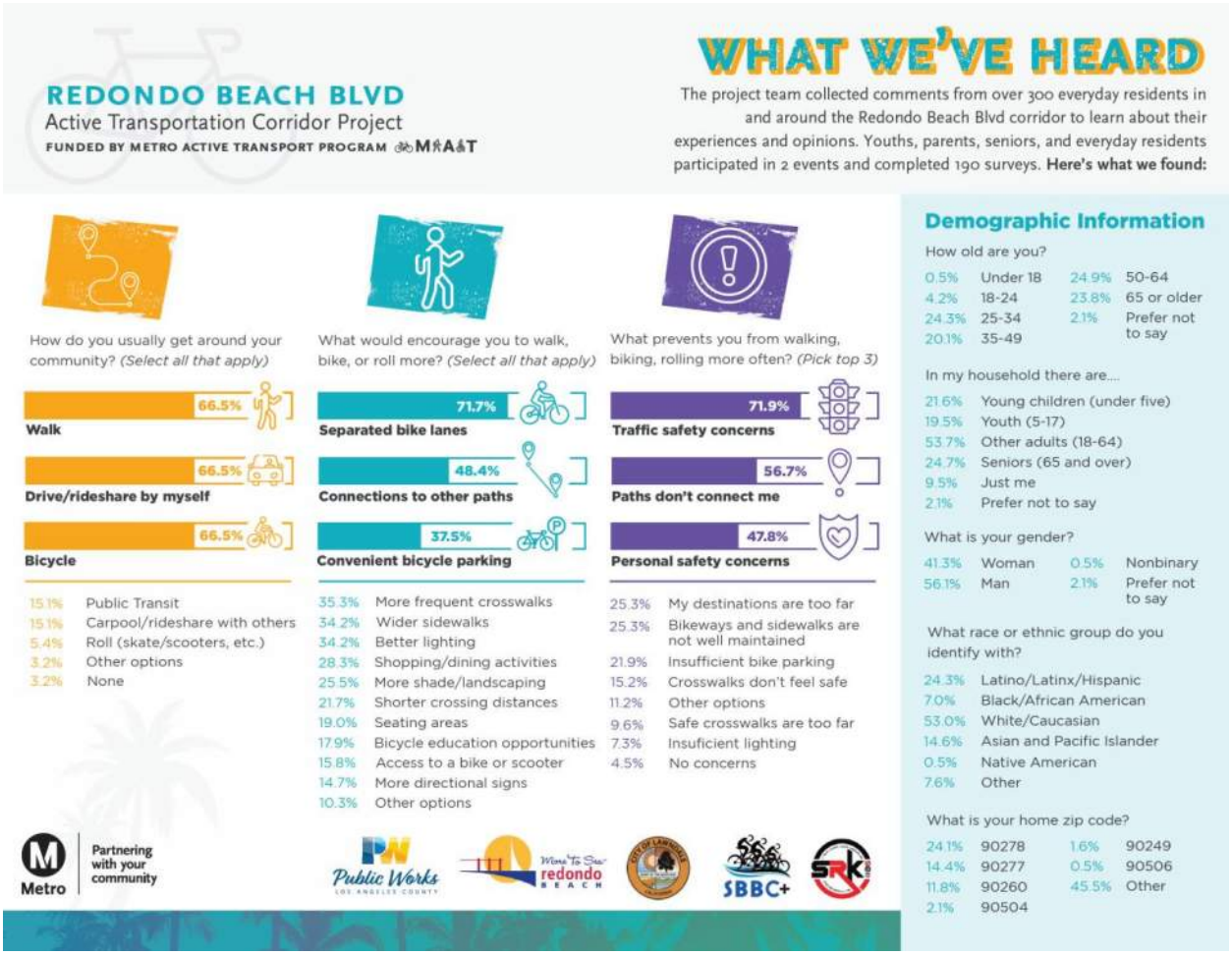


Figure 6 Phase 1 Community Outreach Summary

Community members also identified a number of alternative alignments that informed the routes assessed during the alternatives analysis. The community-identified routes, differentiated by the number of people who suggested the routes, are shown in ***Figure 7***.

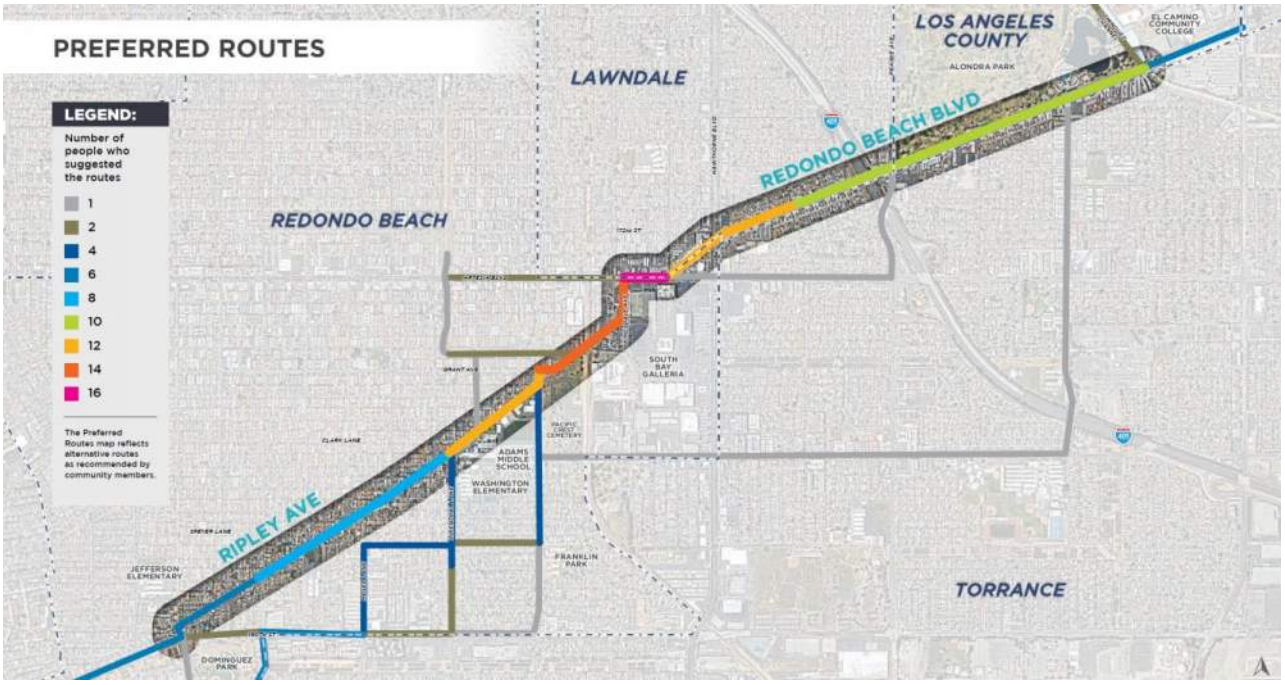


Figure 7 Community-Identified Preferred Routes

Phase 2

The second phase of community engagement collected comments from over 350 residents online and at in-person events that identified preferred alignments and bicycle facilities throughout the length of the corridor. Participants were provided with maps of alternative alignments, where considered, and sections illustrating proposed options for bicycle facilities.

The results from the survey informed the alignment and facility recommendations, such as the alignment on the westernmost segment between Dominguez Park and the Ripley Avenue/Lilienthal Lane intersection and the bicycle facilities on the easternmost segment. There was a general preference for protected facilities. Questions where there were more significant disparities in the level of safety – for instance, a protected, two-way cycle track versus unprotected Class II or Class III facilities – had the greatest difference in preferences. For the four survey questions that directly compared more protected against less protected facilities for specific segments, preferences ranged from 62% to 91% in favor of the more protected facilities.

In addition to the abovementioned engagement, the City of Redondo Beach and the Redondo Beach Unified School District contacted residents and school constituents around Lilienthal Lane and Ripley Avenue, where Washington Elementary School and Adams Middle School are located. The following general takeaways are based on survey responses and comments:

- Strong support for the project and wanting as much protection and safety as possible.
- Mixed opinions on signal/no signal at Inglewood/Ripley. Overall agreement is that careful design is needed at this location and that the left turns are already difficult.
- Concerns with path crossings at intersections and driveways. Who has the right-of-way, and will traffic be directed during busy times?

2.0 Alignment Assessments

Alternative alignments were studied within a half mile of the original grant application corridor based on the existing conditions along with community feedback, goals, and concerns. An overview of the studied alignments is exhibited in ***Figure 8***, which shows locations where single alignment and multiple alternative alignments were assessed.

The terrain and grade changes along Ripley Avenue west of Inglewood Avenue were identified as challenges to developing comfortable facilities for bicyclists of all abilities. Therefore, this portion of the study area had a higher number of alternative routes than any of the other segments of the study area east of Inglewood Ave.

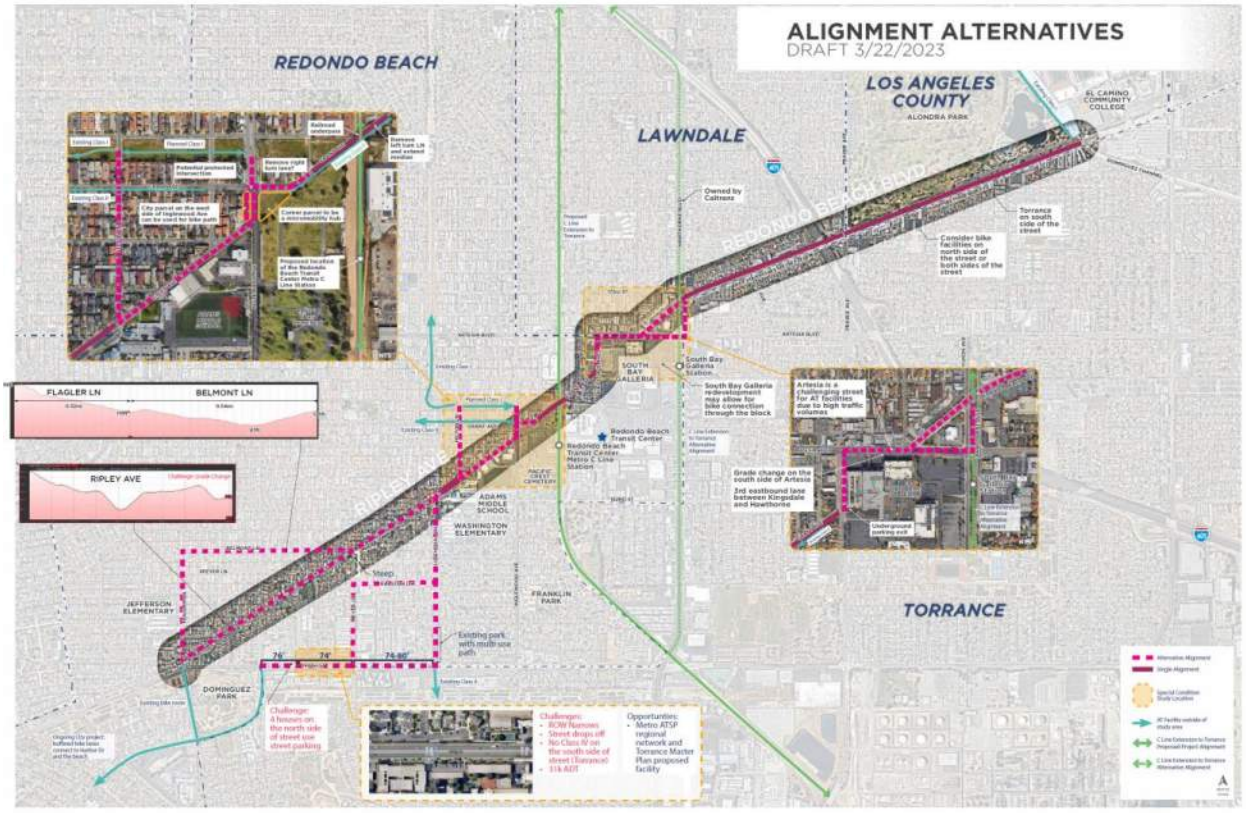


Figure 8 Alignment Assessments Overview

The alignment assessments are presented by segment from west to east (left to right) in the following sub-sections.

2.1 Dominguez Park to Ripley Avenue/Lilienthal Lane Intersection

The westernmost segment of the corridor connects Dominguez Park to the intersection of Ripley Avenue and Lilienthal Avenue, where Washington Avenue Elementary School and Adams Middle School are located. To create this connection, four alternative routes were assessed; these are labeled A through D from northwest to southeast, as illustrated in ***Figure 9***. Alternative B is the alignment initially proposed in the MAT application grant.

These alternative alignments were presented to the community for feedback. The community's response largely favored Alternatives B and D, as shown in ***Figure 10***.

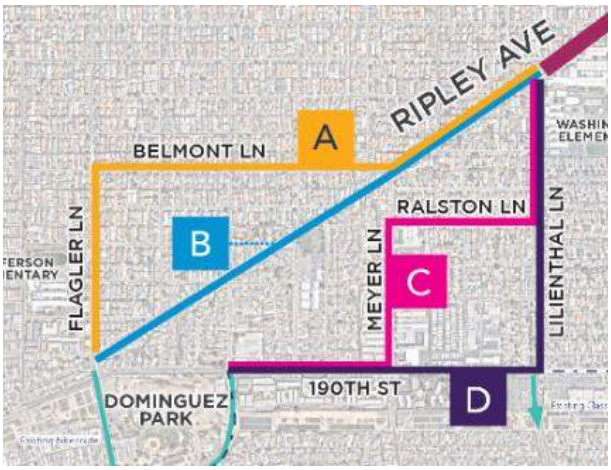


Figure 9 Alignment Options A through D for the route from Dominguez Park to the Ripley Avenue/Lilienthal Lane intersection as presented in the community survey

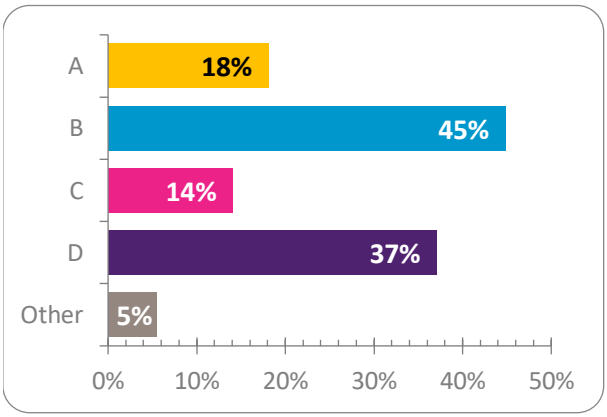


Figure 10 Community Survey Alignment Alternative Preferences

2.1.1 Alternative A: Flagler Lane and Belmont Ave

Alternative A, in yellow in Figure 9, traverses Flagler Lane from Ripley Avenue to Belmont Lane, Belmont Lane from Flagler Lane to Ripley Avenue, and Ripley Avenue from Belmont Lane to Lilienthal Lane. This route avoids the steep grades in the original route shown in the grant application, Alternative B. However, this alignment still faces challenging grades on the southern portion of Flagler, as shown in ***Figure 11***. Additionally, the community did not prefer this route. For these reasons, this alternative was not selected.

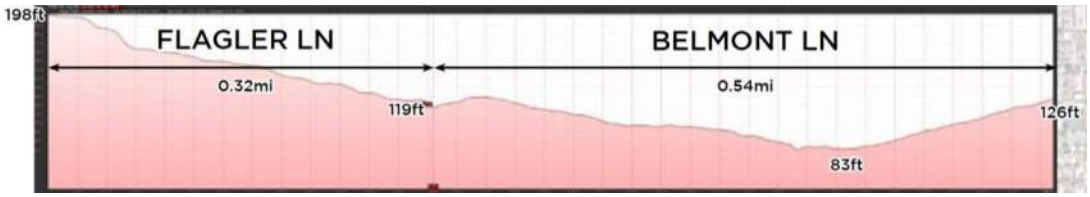


Figure 11 Elevations on Flagler Lane and Belmont Lane

2.1.2 Alternative B: Ripley Avenue

Alternative B, shown in blue in Figure 9, is the initial alignment pursued in the multi-jurisdictional grant application. This route is the most direct path between the two ends of this segment and was the top option preferred by the community (Figure 10). However, this alignment is challenged by extremely steep grades, especially around Rindge Lane with maximum slopes up to 23.8%, as shown in ***Figure 12***. These steep grades would prevent all but the most proficient bicyclists and those with e-bikes from being able to use any facilities constructed comfortably.



Figure 12 Elevations on Ripley Avenue from Dominguez Park to Lilienthal Lane

2.1.3 Alternative C: 190th, Meyer Lane, Ralston Lane, and Lilienthal Lane

Alternative C, shown in pink in Figure 9, traverses 190th Street, Meyer Lane, Ralston Lane, and Lilienthal Lane. This route avoids the steep grades of Alternatives A and B while connecting to several schools. However, while the community initially identified this route in Phase 1 of outreach, it was the least favored option for this segment when presented to the community in Phase 2.

There are additional challenges that face both Alternatives C and D. The first is that 190th Street has right-of-way limitations where portions are more narrow than others, which makes the design and implementation of safe bicycle facilities while maintaining space for moving or parked vehicles challenging. The limitations of the right-of-way are illustrated in ***Figure 13***. In order to overcome this challenge, the consultant team and the City of Redondo Beach, in consultation with targetted members of the community, developed a safe route that minimizes impacts to drivers, residents, and businesses.



Figure 13 Challenges on 190th Street

The second challenge is on Lilienthal Avenue, where coordination and approval by Washington Elementary will be required to implement protected bicycle lanes rather than Class III sharrows.

2.1.4 Alternative D: 190th St and Lilienthal Lane

Alternative D, shown in purple in Figure 9, is the southeasternmost alignment considered. The route goes east-west on 190th Street from the existing Class II facilities, which flank the east side of Dominguez Park, to the existing multi-use path within Lilienthal Park. The north-south route travels through the existing multi-use path in Lilienthal Park between 190th and Fisk Lane and on Lilienthal Lane between Fisk Lane and Ripley Avenue.

This route requires the same coordination efforts with the community and schools noted in Alternative C on 190th Street and Lilienthal Lane. The City of Redondo Beach has conducted extensive outreach with residents, the school districts, and students' parents to ensure that this portion of the project can be implemented successfully.

This was among the top two options widely preferred by the community, see Figure 10. Compared to the other top preference, Alternative B, the grading is navigable by bicyclists of all abilities and so is preferential. It has the further benefit of interfacing with Washington Elementary School.

Preferred Alignment for the Segment Between Dominquez Park and Ripley Avenue/Lilienthal Lane

The preferred alignment, Alternative D, follows 190th Street from Dominguez Park to Lilienthal Park and continues along Lilienthal Lane from Lilienthal Park/Fisk Lane to Ripley Avenue. The proposed cross-sections for this preferred alignment are presented later in *Section 3.0, Proposed Project*.

2.2 Ripley Avenue from Ripley Avenue/Lilienthal Lane Intersection to Grant Avenue/Inglewood Avenue Intersection

The next section of the corridor connects the intersection of Ripley Avenue and Lilienthal Avenue, where Washington Avenue Elementary School and Adams Middle School are located, to the intersection of Grant Avenue and Inglewood Avenue, shown in ***Figure 14***.



Figure 14 Ripley Avenue/Lilienthal Lane Intersection to Grant Avenue/Inglewood Avenue Intersection

The assessment for this section of the corridor primarily examined the options for Ripley Avenue as it provides the most direct route and was the alignment presented in the MAT Grant Application. This portion of Ripley Avenue does not face the grading challenges found in the westernmost section of the street. This friendly grading will allow a diverse range of cyclists with varying comfort levels and abilities to use the new bicycle facilities. Additionally, this route interfaces directly with Adams Middle School and can allow for movement between bicycle facilities on Lilienthal Lane and Ripley Avenue without crossing vehicle traffic.

Challenges facing this alignment are a constrained right-of-way on Ripley Avenue and crossing the intersection at Inglewood Avenue and Ripley Avenue, connecting to Grant Avenue. To address the constrained right-of-way, the team considered several design options and trade-offs, including Class II bicycle lanes that maintained parking and a protected two-way cycle track that removed parking. These options were presented to the community to help determine preference. The two-way cycle track was favored by a wide margin (69% of 359 respondents preferred the two-way cycle track). This tracks with the community's consistent preference for protected bicycling facilities.

Ripley Avenue terminates at the currently unsignalized intersection of Inglewood Avenue and Ripley Avenue, which carries high volumes of vehicular traffic. In order to improve safety conditions for cyclists and pedestrians crossing from the south side of Ripley Avenue towards Grant Avenue, it is recommended that left-turns in the northbound and eastbound directions be prohibted at all times and bollards installed along Inglewood Avenue at the intersection. Redondo Beach staff and residents noted that these left-turns are already challenging to perform due to sight distance issues. These left-turns are already prohibited during weekday peak periods, and alternative routes with easier turns are available. Left-turn volumes at this intersection were found to be relatively low. Additionally, a raised crossing (speed table) will be constructed on the west leg of Inglewood Avenue at Ripley Avenue intersection. An example of a speed raised crosswalk is shown on the image to the right in ***Figure 15***. This would slow down turns and increase the profile of the crossing.



Source: CRA

Figure 15 Raised Crosswalk in Solana Beach, CA

The City of Redondo Beach owns the vacant parcels on the western side of Inglewood Avenue between Ripley Avenue and Grant Avenue. The availability of this space will permit the development of off-street bicycle facilities on the western side of Inglewood Avenue, thus enhancing the connection with additional bike and pedestrian supporting amenities along Ripley Avenue between the intersection at Inglewood Avenue and Grant Avenue.

The proposed cross-sections are presented later in *Section 3.0, Proposed Project*.

In addition to Ripley Avenue, a Felton Lane connection to existing bicycle facilities on Grant Avenue was examined. Based on agency partner feedback, this alternative was not selected for deeper assessment. In the future, design features should be considered to slow down traffic, improve safety and comfort, and provide additional network connections.

Considerations for this segment of the corridor between Felton Lane and Grant Avenue are shown in ***Figure 16***.

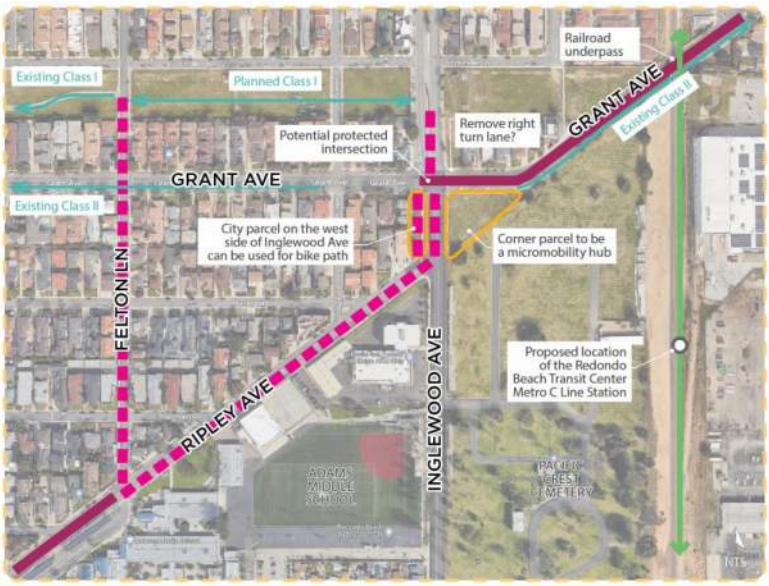


Figure 16 Considerations between the Ripley Avenue/Felton Lane Intersection and Grant Avenue/Inglewood Avenue Intersection

2.3 Grant Avenue, from Inglewood Avenue to Kingsdale Avenue

The section of the corridor on Grant Avenue from Inglewood Avenue to Kingsdale Avenue connects the Ripley Avenue corridor to the South Bay Galleria. This portion of the corridor is shown in orange in ***Figure 17***.



Figure 17 Grant Avenue from Inglewood Avenue to Kingsdale Avenue

This section has existing Class II bicycle facilities; however, this project recommends improving protection and safety for cyclists along the corridor with Class IV facilities, as well as improved intersections at Inglewood Avenue/Grant Avenue and at Grant Avenue/Kingsdale Avenue. The design is intended to incorporate the City of Redondo Beach's plans to improve bicycle facilities on Inglewood Avenue, connecting to the existing and proposed Class I facilities along the utilities easement. Grant Avenue east of Inglewood Avenue is also on the South Bay Cities Council of Governments' (SBCCOG) Local Travel Network (LTN), a network of lower speed streets available for slower speed vehicles such as neighborhood electric vehicles and bicycles. The design for upgraded Class IV facilities on this portion of the corridor would be compliant with the LTN.

The proposed Class IV facilities were supported by the community – 68% of 358 respondents stated that they were either "satisfied" or "very satisfied" with the proposal. The proposed cross-section is presented later in *Section 3.0, Proposed Project*.

2.4 South Bay Galleria Connection: Grant Avenue/Kingsdale Avenue Intersection to Artesia Boulevard/Redondo Beach Boulevard Intersection

The South Bay Galleria connection extends from the Grant Avenue/Kingsdale Avenue Intersection to the Artesia Boulevard and traverses the South Bay Galleria property. The project team met with the developers of the South Bay Galleria redevelopment project, also known as the South Bay Social District. The developers are planning to create an off-street connection from the Grant Avenue/Kingsdale Avenue intersection to Hawthorne Avenue through the property. The specifics of this plan are still being developed, along with Metro's plans for the C Line Extension. An approximated alignment is shown as a dashed orange line in ***Figure 18***.



Figure 18 South Bay Galleria Connection

The project team assessed options to develop accompanying on-street facilities on Artesia Boulevard. However, the high traffic volumes on Artesia Boulevard and limited right-of-way widths impeded the development of safe bicycle facilities. Since this section will be served by safe, off-street bicycle connections in the future, it was determined that this was the preferred alternative. The design will need to account for vehicles exiting and entering the South Bay Galleria, South Bay Galleria redevelopment plans and coordination, high traffic volumes on Artesia Boulevard, and bus traffic on Kingsdale.

2.5 Artesia Boulevard/Redondo Beach Boulevard Intersection to Redondo Beach Boulevard/Hawthorne Boulevard Intersection

A key link in the overall route is how to connect Artesia Boulevard and the South Bay Galleria to the Redondo Beach Boulevard corridor east of Hawthorne Boulevard. From Artesia Boulevard at Redondo Beach Boulevard and the intersection of Hawthorne Boulevard and Redondo Beach Boulevard, there are two alternatives: (1) Redondo Beach Boulevard and (2) an east-west route on Artesia Boulevard connecting to a north-south route on Hawthorne Boulevard. These two alternatives are shown in orange (Alternative 1) and blue (Alternative 2) in *Figure 19*.



Figure 19 Artesia Boulevard/Redondo Beach Boulevard Intersection to Redondo Beach Boulevard/Hawthorne Boulevard Intersection Alternative Alignments

2.5.1 Alternative 1: Redondo Beach Boulevard

Alternative 1, which is consistent with the original grant alignment, was identified as the preferred route by the community in Phase 1 of outreach. This alternative allows for the development of a protected path as there is available right-of-way. A challenge with this alternative is that the intersection of Artesia Boulevard, Grevillea Avenue, and Redondo Beach Boulevard is operationally and geometrically challenging due to the complexity of the intersection and the angles at which the streets meet.

2.5.2 Alternative 2: Artesia Boulevard and Hawthorne Boulevard

Alternative 2 avoids crossing Artesia Boulevard at Redondo Beach Boulevard and is closer to the alternative station location for the C Line Extension to Torrance than Alternative 1. However, this alternative faces numerous challenges as both Hawthorne Boulevard and Artesia Boulevard have high traffic volumes. Furthermore, Hawthorne Boulevard is owned by Caltrans, and is a considered route for the C Line Extension to Torrance, so it will likely be constrained with competing priorities. Further complications are the operational challenges faced at the intersection of Artesia Boulevard and Hawthorne Boulevard.

2.5.3 Preferred Alignment

Due to the numerous challenges facing Alternative 2 and the opportunity to create a safe and protected bicycle facility on Redondo Beach Boulevard, the preferred alignment is Alternative 1: Redondo Beach Boulevard from Artesia Boulevard to Hawthorne Boulevard.

The proposed cross-section for this preferred alignment is presented in later in *Section 3.0, Proposed Project*.

2.6 Redondo Beach Boulevard, from Hawthorne Boulevard to Prairie Avenue

For this segment of the active transportation corridor, Redondo Beach Boulevard from Hawthorne Boulevard to Prairie Avenue, a single route was considered, shown in orange in ***Figure 20***. This section of Redondo Beach Boulevard is predominantly within the City of Lawndale, with the southern sidewalk within the City of Torrance.



Figure 20 Redondo Beach Boulevard, from Hawthorne Boulevard to Prairie Avenue

The City of Lawndale recently restriped the street to include Class II facilities and raised medians on the north side (westbound). Due to the volume of vehicles on Redondo Beach Boulevard, the need to maintain as much on-street parking as possible for residents and businesses, and construction budget constraints, the study recommends maintaining the overall vision of Lawndale's recent street design as lane removal was not feasible to allow for protected bicycle facilities in most locations. An additional challenge of this corridor is the ramps on I-405, which can be intimidating for cyclists and pedestrians, and confusing for drivers entering or exiting the freeway.

Additional alignments that extended bicycle facilities on Artesia Boulevard and connected to Redondo Beach Boulevard via more easterly north-south routes were examined but were ultimately not moved forward due to political challenges.

The proposed project recommends refinements to the existing street configuration, including the installation of buffered facilities adjacent to the I-405 Freeway ramps and striping improvements at strategic intersections. The proposed cross-section is presented later in *Section 3.0, Proposed Project*.

2.7 Redondo Beach Boulevard, from Prairie Avenue to Dominguez Channel

The easternmost segment of the active transportation corridor, adjacent to Alondra Park, is shown in orange in ***Figure 21***. This alignment is on Redondo Beach Boulevard from Prairie Avenue, connecting to El Camino Community College and existing Class I facilities along Dominguez Channel.



Figure 21 Redondo Beach Boulevard, from Prairie Avenue to Dominguez Channel

This segment requires multi-jurisdictional coordination as the northwestern corner of the Redondo Beach Boulevard/Prairie Avenue intersection is within the City of Lawndale, the southern portion of the street, which includes parking and the sidewalk, is within the City of Torrance, and the remainder (northern portion of the street east of Prairie Avenue, including most of the travel lanes) is within the County of Los Angeles. Extensive and ongoing coordination with project partners has been conducted over the lifetime of the project to help resolve this complication.

This segment provides opportunities to create protected bicycle facilities that connect to existing Class I facilities (Dominguez Channel Bikeway), serve regional users of Alondra Park, and students and staff at El Camino Community College. Because of the configuration of the Alondra Park parking lot and access points, there are few driveways on the north side of the street; This allows for the development of uninterrupted bicycle facilities on the north side of the street, which can include a protected two-way cycle track. However, a challenge with installing the two-way cycle track is the transition from the Class II bike lanes to the west. The intersection of Redondo Beach Boulevard and Prairie Avenue carries high traffic volumes, and the westbound, channelized, right-turn lane is needed to maintain traffic operations. Therefore, the study examined alternative locations to cross; this examination determined that Ainsworth Avenue was an appropriate low-stress, signalized intersection where crossing between one-way Class II on the south side of the street and two-way Class IV on the north side of the street would be comfortable for bicyclists.

The assessment recommends that the project include two-way protected cycle tracks on the north side of Redondo Beach Boulevard, adjacent to Alondra Park, east of Ainsworth Avenue; Bicyclists will be able to avoid the numerous driveway intersections on the south side of the street and connect to the existing Class I facilities along Dominguez Channel and El Camino Community College. This was supported by the majority of public respondents (64% of 348 people) who preferred the configuration with two-way cycle tracks in comparison to buffered one-way Class II facilities (36%). To provide multiple bicycle facility options, depending on destination, and accommodate a request from the City of Torrance, it is recommended that Class II facilities be continued on the south side of the street between Ainsworth Avenue and the planned Dominguez Channel extension to the south.

The recommended configuration incorporates one-way Class II bicycle facilities from Prairie Avenue to Ainsworth Avenue and two-way, protected cycle tracks along with a one-way eastbound Class II bicycle facility from Ainsworth Avenue to Dominguez Channel. The recommended transition between

the one-way and two-way bicycle facilities is at Ainsworth Avenue, as this is a low-stress, signalized intersection with existing pedestrian crosswalks, so operations will not be impacted.

It is anticipated that cyclists connecting to the existing Dominguez Channel Bikeway will transition to the north side of the street at Ainsworth Avenue. It is further anticipated that the one-way eastbound Class II bicycle facility on the south side of the street will interface with the southern segment of the Dominguez Channel Bikeway, planned by others.

The proposed cross-sections are presented later in *Section 3.0, Proposed Project*.

3.0 Proposed Project

3.1 Recommended Alignment

Based on the outreach and assessment conducted, the alignment shown in ***Figure 22*** is recommended. This alignment will connect numerous residents, employees, and visitors to local schools and colleges, the South Bay Galleria, a keystone commercial and redevelopment site, Alondra Park, a regional recreational destination, and the Dominguez Channel Bikeway – an existing and planned active transportation corridor. It will also connect to existing bicycle facilities on the western and eastern ends of the corridor, providing access beyond the project limits.

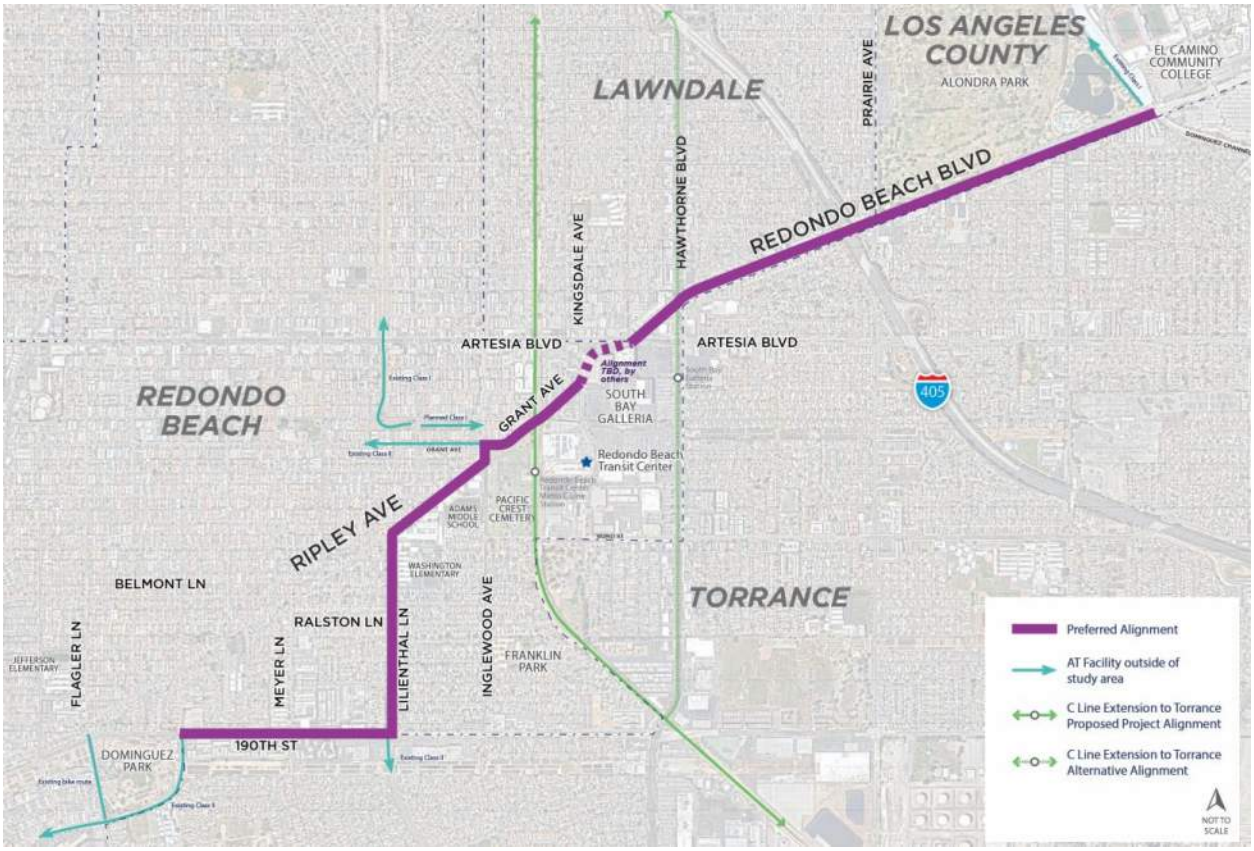


Figure 22 Recommended Alignment for the Redondo Beach Boulevard Active Transportation Corridor

The recommended alignment for each segment is listed in ***Table 1*** below, listed from west to east (left to right), as shown in Figure 22 on the previous page.

Table 1 Recommended Alignment(s) by Segment

Section Assessed	Recommended Alignment
Dominguez Park to Ripley Avenue/Lilienthal Lane Intersection	▪ 190th Street, from Dominguez Park to Lilienthal Lane/Lilienthal Park ▪ Lilienthal Lane, from Lilienthal Park/Fisk Lane to Ripley Avenue
Ripley Avenue/Lilienthal Lane Intersection to Grant Avenue/Inglewood Avenue Intersection	▪ South side of Ripley Avenue, from Lilienthal Lane to Inglewood Avenue ▪ West side of Inglewood Avenue, from Ripley Avenue to Grant Avenue
Grant Avenue/Inglewood Avenue Intersection to Grant Avenue/Kingsdale Avenue Intersection	▪ Grant Avenue, from Inglewood Avenue to Kingsdale Avenue
South Bay Galleria Connection: Grant Avenue/Kingsdale Avenue Intersection to Artesia Boulevard/Redondo Beach Boulevard Intersection	▪ Alignment to be determined by the South Bay Galleria development team
Artesia Boulevard/Redondo Beach Boulevard Intersection to Redondo Beach Boulevard/Hawthorne Boulevard Intersection	▪ South side of Redondo Beach Boulevard, from Artesia Boulevard to Hawthorne Boulevard
Redondo Beach Boulevard/Hawthorne Boulevard Intersection to Redondo Beach Boulevard Prairie Avenue Intersection	▪ Redondo Beach Boulevard, from Hawthorne Boulevard to Prairie Avenue
Redondo Beach Boulevard Prairie Avenue Intersection to Dominguez Channel	▪ Redondo Beach Boulevard, from Prairie Avenue to Dominguez Channel, transition from Class II bike lanes to Class IV two-way cycle track (north side of the street) at Ainsworth Avenue

3.2 Recommended Facilities

The following facilities are recommended based on the alternative alignments assessment and feedback from agency partners and community members. An overview of the facilities for the recommended alignments are shown in ***Figure 23*** below.



Figure 23 Recommended Facility Types for the Redondo Beach Boulevard Active Transportation Corridor

The details of the alignments, including proposed cross-sections, are presented from west to east (left to right) in *sections 3.2.1 through 3.2.7*.

3.2.1 Recommended Facilities for Dominguez Park to Ripley Avenue/Lilienthal Lane Intersection

The recommended alignment for this section is 190th Street from Dominguez Park to Lilienthal Lane and Lilienthal Lane from Lilienthal Park to Ripley Avenue. The recommended facilities for 190th Street and Lilienthal Lane are shown in the sections below.

For 190th Street, illustrated in ***Figure 24***, it is recommended that, where feasible, protected, one-way facilities be installed on the north side of the street and due to limited roadway width, unprotected one-way Class II facilities be installed on the north side of the street. Bicycle lane protection materials will be determined during engineering design.



Figure 24 Proposed Section of Recommended Facilities for 190th Street from Dominguez Park to Lilienthal Lane

On Lilienthal Lane, the right-of-way is wider on the southern segment between Lilienthal Park/Fisk Lane and Ives Lane when compared to the northern section between Ives Lane and Ripley Avenue.

The southern segment, shown in ***Figure 25***, has a median that will need to be accommodated and parking maintained.



Figure 25 Proposed Section of Recommended Facilities for Lilienthal Lane from Lilienthal Park/Fisk Lane to Ives Lane

The northern segment (***Figure 26***) is adjacent to Washington Elementary School. Washington Elementary has a landscaped setback on the school property that can be utilized to allow for a protected two-way cycle track or multi-use path despite the narrow right-of-way. This will create continuous protected facilities on the east side of Lilienthal Lane, allowing for safe, active transportation access for students. As design continues through development and construction, this segment will need to be developed in close coordination with the school district and parents of students. Existing utility poles on the east side of Lilienthal Lane would be moved and consolidated with other existing utility poles on the west side of the street.



Figure 26 Proposed Section of Recommended Facilities for Lilienthal Lane from Ives Lane to Ripley Avenue

3.2.2 Recommended Facilities for Ripley Avenue/Lilienthal Lane Intersection to Grant Avenue/Inglewood Avenue Intersection

The recommended alignment for this section is Ripley Avenue from Lilienthal Lane to Inglewood Avenue and Inglewood Avenue from Ripley Avenue to Grant Avenue. The recommended facilities include a protected two-way cycle track on the south side of Ripley Avenue, as shown in the section below, ***Figure 27***.



Figure 27 Proposed Section of Recommended Facilities for Ripley Avenue from Lilienthal Lane to Inglewood Avenue

3.2.3 Recommended Facilities for Grant Avenue, from Inglewood Avenue to Kingsdale Avenue

While Grant Avenue currently has Class II bicycle facilities, they are unprotected, offering limited comfort and safety to cyclists. To improve the experience of both bicyclists and pedestrians, it is recommended that buffered, protected Class IV facilities be installed, as shown in ***Figure 28***. Like other proposed Class IV facilities, the specific vertical elements that constitute a Class IV facility will be determined during engineering design.



Figure 28 Proposed Section of Recommended Facilities for Grant Avenue, from Inglewood Avenue to Kingsdale Avenue

3.2.4 Recommended Facilities for South Bay Galleria Connection: Grant Avenue/Kingsdale Avenue Intersection to Artesia Boulevard/Redondo Beach Boulevard Intersection

The developers of the South Bay Galleria site, also referred to as the South Bay Social District, will work with City staff to develop off-street bicycle and active transportation routes fronting the buildings on Kingsdale Avenue and Artesia Boulevard as well as through the site. The construction of these facilities is anticipated to be phased alongside the site's construction.

3.2.5 Recommended Facilities for Artesia Boulevard/Redondo Beach Boulevard Intersection to Redondo Beach Boulevard/Hawthorne Boulevard Intersection

For the recommended alignment for this section – Redondo Beach Boulevard from Artesia Boulevard to Hawthorne Boulevard – the bicycle facilities recommended are off-street, protected, two-way cycle tracks or multi-use path on the south side of the street. A typical section is shown in ***Figure 29*** below.



Figure 29 Proposed Section of Recommended Facilities for Redondo Beach Boulevard from Artesia Boulevard to Hawthorne Boulevard

3.2.6 Recommended Facilities for Redondo Beach Boulevard, from Hawthorne Boulevard to Prairie Avenue

For this section of the corridor, the recommendation is to refine the existing one-way Class II facilities, including the installation of protected facilities adjacent to the I-405 Freeway ramps and intersection improvements. A typical section of this segment is illustrated in ***Figure 30***.



Figure 30 Proposed Section of Recommended Facilities for Redondo Beach Boulevard, from Hawthorne Boulevard to Ainsworth Avenue

3.2.7 Recommended Facilities for Redondo Beach Boulevard, from Prairie Avenue to Dominguez Channel

For the single alignment evaluated, the recommended facilities include a one-way Class II bicycle facility from Prairie Avenue to Ainsworth Avenue. From Ainsworth Avenue to Dominguez Channel, a regional active transportation corridor, a protected two-way cycle track on the north side of the street is recommended, as shown in ***Figure 31***. Additionally, the requested Class II facilities, which provide multiple choices of bicycle facility depending on the cyclist's final destination, are continued on the

south side of the street between Ainsworth Avenue and Dominguez Channel, this is also shown in *Figure 31*.



Figure 31 Proposed Section of Recommended Facilities for Redondo Beach Boulevard, from Ainsworth Avenue to Dominguez Channel

3.3 Intersection Vehicle Operations Assessment

An operational assessment for drivers was conducted for the following seven (7) key intersections:

1. Inglewood Avenue & Ripley Avenue
2. Inglewood Avenue & Grant Avenue
3. Kingsdale Avenue & Grant Avenue
4. Redondo Beach Boulevard/Grevillea Avenue & Artesia Boulevard
5. Hawthorne Boulevard & Artesia Boulevard
6. Hawthorne Boulevard & Redondo Beach Boulevard
7. Prairie Avenue & Redondo Beach Boulevard

The operational assessment estimated potential driver delay and level of service (LOS) utilizing existing 2014[1] counts and forecasted year 2025 traffic volumes. The Near-Term Year 2025 traffic volumes were developed by applying an ambient growth rate of 0.38% per year to the existing traffic data. This is the same ambient growth rate utilized within the South Bay Galleria Improvement Project Transportation Impact Study. The ambient growth rate was based on the Southern California Association of Government's (SCAG) population growth forecast for the City of Redondo Beach.

These LOS analyses using adjusted counts from 2014 represent an estimate of traffic delay conditions to be experienced by drivers during weekday peak commuting periods only. They do not represent traffic conditions during other hours of the day, nor are they a measure of drivers' safety. LOS also does not consider the experience and safety of those who are walking, biking, or taking public transit. As mentioned before, the purpose of the MAT Project is to improve walking and biking

[1] Extracted from the South Bay Galleria Improvement Project Transportation Impact Study prepared by Fehr and Peers, July 2017.

connections and address multimodal safety concerns expressed by the community. Attempting to improve intersection LOS may increase speeds and worsen biking and walking conditions.

Table 2 displays the results of the peak hour intersection analysis under existing and Near-Term Year 2025 Conditions including delay, LOS, and key improvements at each intersection. Detailed analysis assumptions, existing traffic count worksheets, and LOS calculation worksheets, are provided in Appendix A.

Table 2 Peak Hour Intersection LOS Results

#	Intersection	Control	Existing Conditions				Near-Term Year 2025 with Project				Key Improvements
			AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour		
			Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS	
1	Inglewood Ave & Ripley Ave	SSSC	16.0	C	15.7	C	17.2	C	16.9	C	▪ Prohibit left-turns ▪ Bollards along Inglewood Ave ▪ Raised Crossing
2	Inglewood Ave & Grant Ave	Signal	33.0	C	50.5	D	37.0	D	62.1	**E**	▪ Lane configuration ▪ Signal Modifications ▪ Bike Signals
3	Kingsdale Ave & Grant Ave	Signal	22.1	C	20.9	C	23.9	C	25.9	C	▪ Lane configuration ▪ Signal Modifications ▪ Bike Signals
4	Redondo Beach Blvd/Grevillea Ave & Artesia Blvd	Signal	24.3	C	24.6	C	26.4	C	26.6	C	▪ Lane configuration ▪ Signal Modifications ▪ Bike Signal
5	Hawthorne Blvd & Artesia Blvd	Signal	48.2	D	42.9	D	Not Applicable[1]				
6	Hawthorne Blvd & Redondo Beach Blvd	Signal	52.9	D	43.6	D	59.7	**E**	49.9	D	▪ Prohibit redundant eastbound right-turn ▪ Bike Signals
7	Prairie Ave & Redondo Beach Blvd	Signal	64.5	**E**	70.9	**E**	Not Applicable[2]				

Notes:
SSSC = Side-Street Stop-Control. The delay shown is the worst delay experienced by the worst-performing movement for the intersection.
Bold indicates poor LOS.
[1] As discussed in Section 2.5.2, due to the numerous challenges, the alignment through this intersection was not selected and improvements are not proposed. See Appendix A for reviewed alternative improvements.
[2] As discussed in Section 2.7, due to operational challenges, improvements are not proposed at this intersection. Therefore, the transitions between existing and proposed bicycle facilities and between one-way and two-way bicycle facilities is proposed to take place at Ainsworth Avenue. See Appendix A for reviewed alternative improvements.

Appendix A - Operational Assessment – Detailed Analysis Assumptions, Existing Traffic Counts, LOS Calculation Worksheets

Detailed Analysis Assumptions

This section outlines all analysis assumptions for key study intersections for the Proposed Project including any traffic signal modifications, bike signal assumptions, and geometric changes. Summarized list of study intersections is shown below:

1. Inglewood Ave & Ripley Ave
2. Inglewood Ave & Grant Ave
3. Kingsdale Ave & Grant Ave
4. Redondo Beach Blvd/Grevillea Ave & Artesia Blvd
5. Hawthorne Blvd & Artesia Blvd
6. Hawthorne Blvd & Redondo Beach Blvd
7. Prairie Ave & Redondo Beach Blvd

Intersection #1: Inglewood Ave & Ripley Ave

Cyclists will need to cross from the south side of Ripley Ave to the north.

Preferred:

- Maintain intersection as unsignalized
- Prohibit left-turns for the northbound and eastbound direction
- Addition of bollards along Inglewood Ave at the intersection to prohibit left-turns
- Addition of a speed table for the west leg of the intersection

Alternative:

- Signalization (Couplet with Inglewood Ave & Grant Ave intersection)
- Bike signal for west leg
- Northbound left-turn will be prohibited during peak hours and possibly school dismissal with blank out sign (prohibited during peak hours under existing conditions)
- Eastbound left-turn will be allowed with signalization (restricted during peak hours under existing conditions)

Determined to be infeasible due to following:

- History of coordination issues for couplet/closely spaced intersections

Signal has potential to induce vehicular traffic and increase left-turns out of Ripley at the intersection

Intersection #2: Inglewood Ave & Grant Ave

Project Feature: Class IV one-way cycle tracks will be constructed on the north and south side of Grant Ave east of Inglewood Ave, which will require geometric changes for the east leg. Additionally, a bike signal(s) will be needed at intersection.

Preferred:

- Removal of merge lanes for east leg
- Incorporating the southbound stop-control right-turn pocket into the signal operations
- Conversion of westbound through lane to a shared through-right lane
- Bike signals for all approaches

Alternative:

- Coordinate signal with new signal at Inglewood Ave & Ripley Ave intersection

Determined to be infeasible due to following:

- History of coordination issues for couplet/closely spaced intersections

Intersection #3: Kingsdale Ave & Grant Ave

Class IV one-way cycle tracks will be constructed on the north and south side of Grant Ave west of Kingsdale Ave. The landscape triangle and the landscape on south side of Grant Ave west of Kingsdale Ave will be incorporated into design. Channelized southbound right-turn will be removed to remove the conflict point between vehicles and cyclists along Grant Ave.

Preferred:

- Bike signals for the north, south, and east leg
- Eastbound through-right lane converted to an exclusive right-turn lane
- Southbound approach extended to intersection
- Maintain permissive left-turn phasing for both the northbound and westbound approaches

Alternative:

- Bike signals for the north, south, and east leg
- Eastbound through-right lane converted to an exclusive right-turn lane
- Southbound approach extended to intersection
- Update permissive left-turn phasing for both the northbound and westbound approaches to protected left-turn phasing

Determined infeasible due to operational constraints at the intersections and affected intersections south of the intersection.

Intersection #4: Redondo Beach Blvd/Grevillea Ave & Artesia Blvd

Lane repurposing with removal of one eastbound vehicle lane to construct a class IV two-way cycle track. Additionally, cyclists will need to cross Arteria Blvd to continue onto Redondo Beach Blvd.

Preferred:

- Removal of eastbound through lane
- Bike signal on east leg of intersection

Intersection #5: Hawthorne Blvd & Artesia Blvd

This intersection was analyzed to determine the feasibility of alignment along Artesia Boulevard between Redondo Beach Boulevard and Hawthorne Boulevard.

Alternative:

Lane repurposing between Redondo Beach Blvd and Hawthorne Blvd = removal of eastbound right-turn pocket at intersection and convert through lane to an exclusive right-turn lane

- Bike signals for the south and east leg
- Conversion of northbound through-right lane to an exclusive right-turn lane.

Determined infeasible due to substantial increase in delay and degraded levels of service. With implementation of the improvements above, the intersection is projected to operate at 103.9 seconds of delay/LOS F during the AM peak hour and 77.9 seconds of delay/LOS E during the PM peak hour.

Intersection #6: Hawthorne Blvd & Redondo Beach Blvd

Cyclists will need to transition between the class IV two-way cycle track to the west of the intersection to the Class II facilities to the east.

Preferred:

- Maintain split signal phasing in eastbound and westbound directions
- Prohibit the eastbound right-turn
- Bike signals for the south and east leg

Alternative:

Lane repurposing (south side only along Redondo Beach Blvd west of intersection)

- Eastbound and westbound thru/left lanes converted to thru-lanes.
- Eastbound and westbound phasing updated from split phasing to protected left-turns.
- Addition of NBR Overlap.
- Bike signals for south and east legs.

Determined infeasible due to substantial increase in delay and degraded vehicular levels of service. With implementation of the improvements above, the intersection is projected to operate at 76.1 seconds of delay/LOS E during the AM peak hour and 76.2 seconds of delay/LOS E during the PM peak hour.

Intersection #7: Prairie Ave & Redondo Beach Blvd

Initially, the transitions between existing and proposed bicycle facilities and between one-way and two-way bicycle facilities is proposed to take place at this intersection

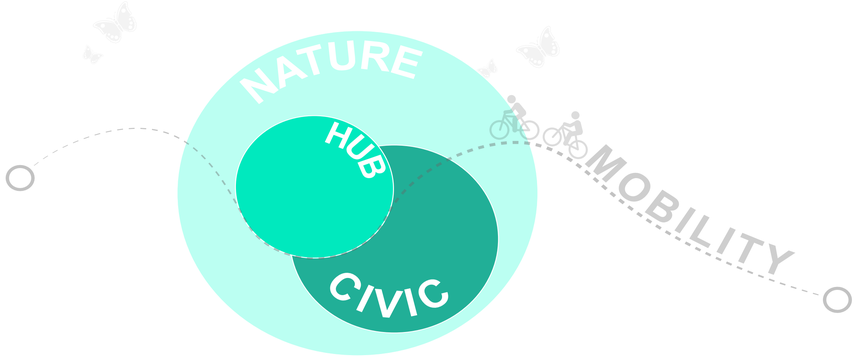
Alternative:

- Westbound approach lane configuration updated from WBL, Dual WBT, WBR (channelized) to WBL, WBT, WBTR (removal of WBR channelized lane).
- Bike signal for north, south, and east leg

Determined infeasible due to substantial increase in delay and degraded vehicular levels of service. With implementation of the improvements above, the intersection is projected to operate at 86.4 seconds of delay/LOS F during the AM peak hour and 92.7 seconds of delay/LOS F during the PM peak hour.

Existing Traffic Counts

LOS Calculation Worksheets





Regional Map - NTS

GUIDING PRINCIPLES

- Create a Mobility Hub, incorporating a passive pause point destination.
- Incorporate endangered El Segundo Blue Butterfly habitat and interpretive features.
- Create a civic space of gathering/storytelling through public art.
- Focus people places along the Grant Ave to encourage good Crime Prevention Through Environmental Design (CPTED) best practices.
- Screen the view to the Cemetery while also preserving the view to the Cemetery Signage.

MOBILITY HUB

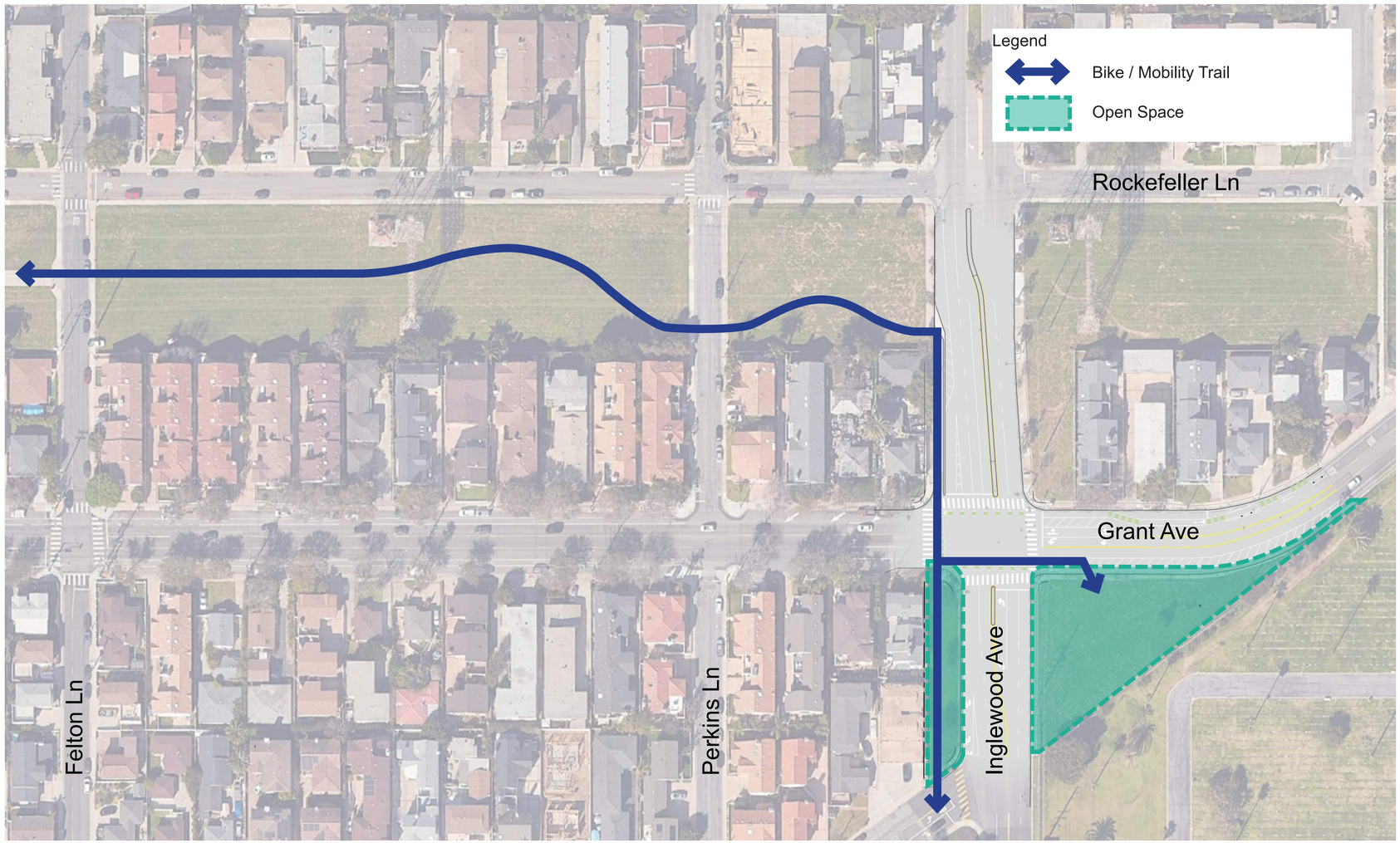
- Prioritize opportunities for mobility based access to site.
- Encourage bicycle traffic to enter the park.
- Incorporate bicycle repair station. Encourage workshop destination for regular bicycle community.
- Provide temporary bike racks for short term rest.

NATURE

- Celebrate the endagered El Segundo Blue Butterfly and create habitats that support their proliferation in the area.
- Opportunity to use planting to screen cemetery.
- Create a natural barricade and boulders from west streetscape.

CIVIC

- Provide areas for mobile vendors to activate site with local business.
- Create passive rest areas and encourage short exploration point for cyclists.
- Park to serve as a community gateway and passive meet up point for cyclists.
- Provide interpretive art elements to connect users to the site.



Grant Ave

Inglewood Ave

Ripley Ave

Pacific Crest Cemetery

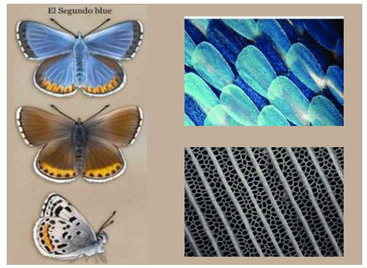
Future Bike Lane
Not in Current
Project

LEGEND

1. Existing Tree to Remain, Typ.
2. Enhanced Paving at the Main Pedestrian Point of Entry
3. Blue Light Emergency Phone
4. Proposed Dedicated Bike Lane
5. Proposed Sidewalk
6. Overhead Power Line, Typ.
7. Overhead Power Pole, Typ.
8. Light Overhead Shade Structure
9. Mobility Hub Bicycle Repair Equipment
10. El Segundo Blue Butterfly Interpretive Panels
11. Canopy Shade Tree, Typ.
12. Accent Tree, Typ.
13. Existing Sign to Remain
14. Tall Regal Stone CMU Privacy Wall
15. 18” Tall C.I.P. Concrete Seat Wall w/ integral skate stops & sleep deterrents
16. Bench Seating, Typ.
17. Varying Size Boulders, Typ.
18. Arroyo w/ Cobble and Mixed Planting
19. Security Bollard, Typ.
20. Prefabricated Pedestrian Bridge
21. Bike Racks
22. Replant Median Landscape
23. Art Installation
24. Mixed Planting Area, Typ.


El Segundo Blue Butterfly


Bike Repair Station



Design Inspiration


Light Overhead Structure


Interpretive Panels



Planting Strategies


Pedestrian Bridge


Arroyo w/ Cobble Bioswale

Design Statement

The landscape vision for this open space is crafted through the concept of wind and mobility. You feel the wind as you cycle to the site as the prevailing westerly winds sweep through the open space. The wind carries the endangered El Segundo Blue Butterfly to this site and the proposed plant massings provide new habitat areas for the butterfly.

The open space features are inspired by the patterns of the Blue Butterfly wings. The central planting areas are an abstraction of the rhythmic spots located on the butterfly wings. This concept also proposes a free standing privacy wall with mounding to screen the cemetery along the southern edge of the site.

The interpretive panels within the main plaza tell the story of the El Segundo Blue Butterfly, it’s unique connection to this region, life cycle, and it’s native habitats.

North Redondo Beach Bike Lanes

Conceptual Design Package
January 09, 2025

0 10 20 40
Scale: 1” = 20’-0”

North

SCHMIDT DESIGN GROUP

TREES



Arbutus ‘Marina’ /
Marina Strawberry Tree



Tabebuia impetiginosa /
Pink Trumpet Tree



Acacia podalyriifolia /
Blue Pearl Acacia



Ulmus parvifolia /
Chinese Elm



Magnolia grandiflora ‘Samuel Sommer’ /
Samuel Sommer Magnolia

SHRUBS



Agave attenuata /
Foxtail Agave



Abutilon palmeri /
Indian mallow



Rhamnus californica ‘Eve Case’ /
Eve Case California Coffeeberry



Salvia leucophylla ‘Point Sal Spreader’ /
Point Sal Spreader Purple Sage



Zamia furfuracea /
Cardboard Palm

GROUNDCOVER



Calandrinia spectabilis /
Pink Calandrinia



Carex praegracilis /
California Field Sedge



Senecio mandraliscae ‘Blue Chalk Sticks’ /
Blue Fingers



Tagetes lemmonii /
Tagetes Copper Canyon



Eriogonum parvifolium /
Dune Buckwheat

AROYO SHUBS



Carex spissa /
San Diego Sedge



Asclepias subulata /
Rush Milkweed



Muhlenbergia dubia /
Pine Muhly



Iva hayesiana /
San Diego marsh elder



Mixed Boulders and Cobble of the Arroyo

P:\Projects\2024\TRK_North Redondo Beach Bike Lane\CAD\Plans\TRK_NLE_PARK.dwg Plot: Donna Zhang Date: 1/17/2025 4:37:15 PM

38 39 40 40

GRANT AVE CL

GRANT AVE

PIP GAS LINE

INGLEWOOD AVE

INGLEWOOD AVE CL

7 6 5

SITE TO BE UPDATED ONCE LAYOUT IS FINALIZED

SS (1) SS MH (1) 12" TREE (3) WM (2) 16" TREE (1) SIGN (2) 4" TREE (3) GUY WIRE(3) (2) PP (1) PB (2) SIGN (2) C&G (1) TELE MH (1) WM (1) TELE VAULT (2) SIGN (2) VALVE (2) FENCE (1) PB (1) PP (1)

CURB RAMP (3) PP (1) PB (13) TS (13) 7 3

TS (13) PB (13) OIL (1) WTR (1) C&G (1) SWLK (3)

R/W 10' 4" TREE (3) 8" TREE (3) 4" TREE (3) ICB (2) TELE MH (2) GATE (1) TELE (1)

2 GUY WIRE 2 GUY WIRE 1 PP 2 SIGN 2 GUY WIRE 3 FENCE 2 SIGN

GENERAL NOTES

1. UNLESS OTHERWISE SHOWN ON PLANS, CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS WITHIN GRADING LIMITS AND REMOVE ALL IMPEDANCES FOR THE PROPOSED FACILITIES.
2. CONTRACTOR SHALL VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. CONTRACTOR SHALL VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY REMAINING UTILITY CONFLICTS PRIOR TO THE START OF ANY DEMOLITION WORK.
3. CONTRACTOR SHALL MAINTAIN EXISTING ELECTRICAL CIRCUITS FOR EQUIPMENT NOT REMOVED DURING DEMOLITION.
4. SEE SIGNING AND PAVEMENT MARKING PLANS FOR PAVEMENT MARKINGS AND TRAFFIC SIGN RELOCATIONS AND NEW INSTALLATIONS.

LEGEND

PROPERTY LINE

R/W

EXISTING FENCE LINE

SIDEWALK

ASPHALT

CONSTRUCTION NOTES

1. PROTECT IN PLACE
2. ADJUST TO FINISHED GRADE
3. REMOVE AND DISPOSE
5. CONSTRUCT 4" THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
6. CONSTRUCT 6" THICK PCC DRIVEWAY APPROACH PER SPPWC STD PLAN 110-2
7. CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5
13. TRAFFIC SIGNAL IMPROVEMENTS AT FINAL DESIGN

N

0' 10' 20'

SCALE 1" = 10'

C+R
801 S Grand Avenue, 11th Floor • Los Angeles, CA 90017 • 213.224.3496

REDONDO BEACH

REVISIONS	
DATE	DESCRIPTION

CITY OF REDONDO BEACH
CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES DIVISION

NORTH REDONDO BEACH
BIKE LANE EXTENSION

PARK IMPROVEMENT PLAN

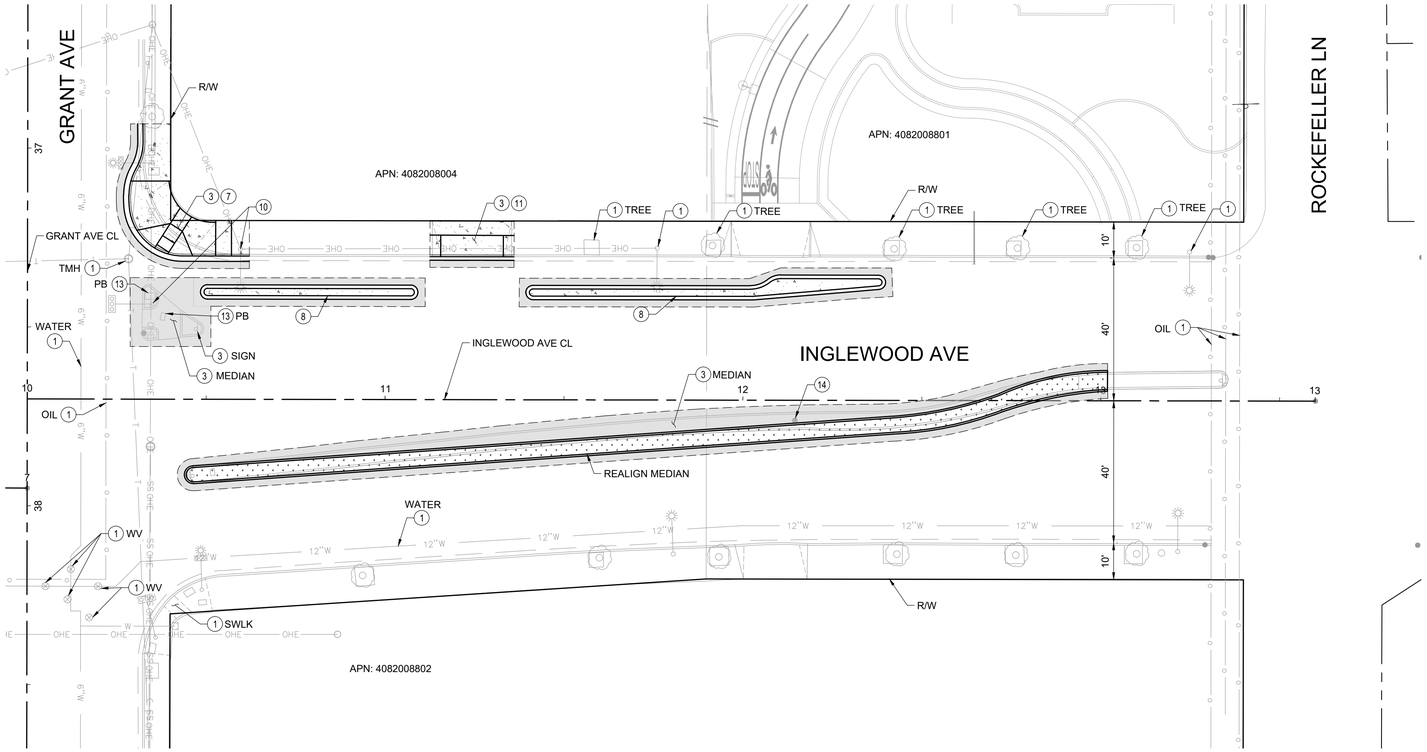
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DZ	AR	AS SHOWN

APPROVED BY _____ DATE _____
CITY ENGINEER - RCE #

PROJECT NO.	SHEET NO.	DRAWING NO.
XXXXX	4 OF 6 SHEETS	

PRELIMINARY DESIGN

P:\Projects\2024\1709_North Redondo Bikes Ext\CAD\Plans\ST\R_SIA Key Plot Zooms 2Temp.Date - 11/7/2025 4:41:45 PM



GENERAL NOTES

1. UNLESS OTHERWISE SHOWN ON PLANS, CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS WITHIN GRADING LIMITS AND REMOVE ALL IMPEDANCES FOR THE PROPOSED FACILITIES.
2. CONTRACTOR SHALL VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. CONTRACTOR SHALL VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY REMAINING UTILITY CONFLICTS PRIOR TO THE START OF ANY DEMOLITION WORK.
3. CONTRACTOR SHALL MAINTAIN EXISTING ELECTRICAL CIRCUITS FOR EQUIPMENT NOT REMOVED DURING DEMOLITION.
4. SEE SIGNING AND PAVEMENT MARKING PLANS FOR PAVEMENT MARKINGS AND TRAFFIC SIGN RELOCATIONS AND NEW INSTALLATIONS.

LEGEND

- PROPERTY LINE
- R/W
- EXISTING FENCE LINE
- SIDEWALK
- ASPHALT
- LANDSCAPING

CONSTRUCTION NOTES

(1) PROTECT IN PLACE
(3) REMOVE AND DISPOSE
(7) CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5
(8) CONSTRUCT BIKE MEDIAN PER DETAIL X ON SHEET X
(10) REMOVE AND INSTALL TYPE 1-A TRAFFIC SIGNAL POLE
(11) CONSTRUCT 4" THICK PCC DRIVEWAY APPROACH PER SPPWC STD PLAN 110-2
(13) TRAFFIC SIGNAL IMPROVEMENTS AT FINAL DESIGN
(14) CONTRACTOR TO RELOCATE SURVEY MONUMENT

N

0' 20' 40'
SCALE 1" = 20'

C+R
801 S Grand Avenue, 11th Floor • Los Angeles, CA 90017 • 213.224.3416

REDONDO BEACH

REVISIONS	
DATE	DESCRIPTION

CITY OF REDONDO BEACH
CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES DIVISION

NORTH REDONDO BEACH
BIKE LANE EXTENSION

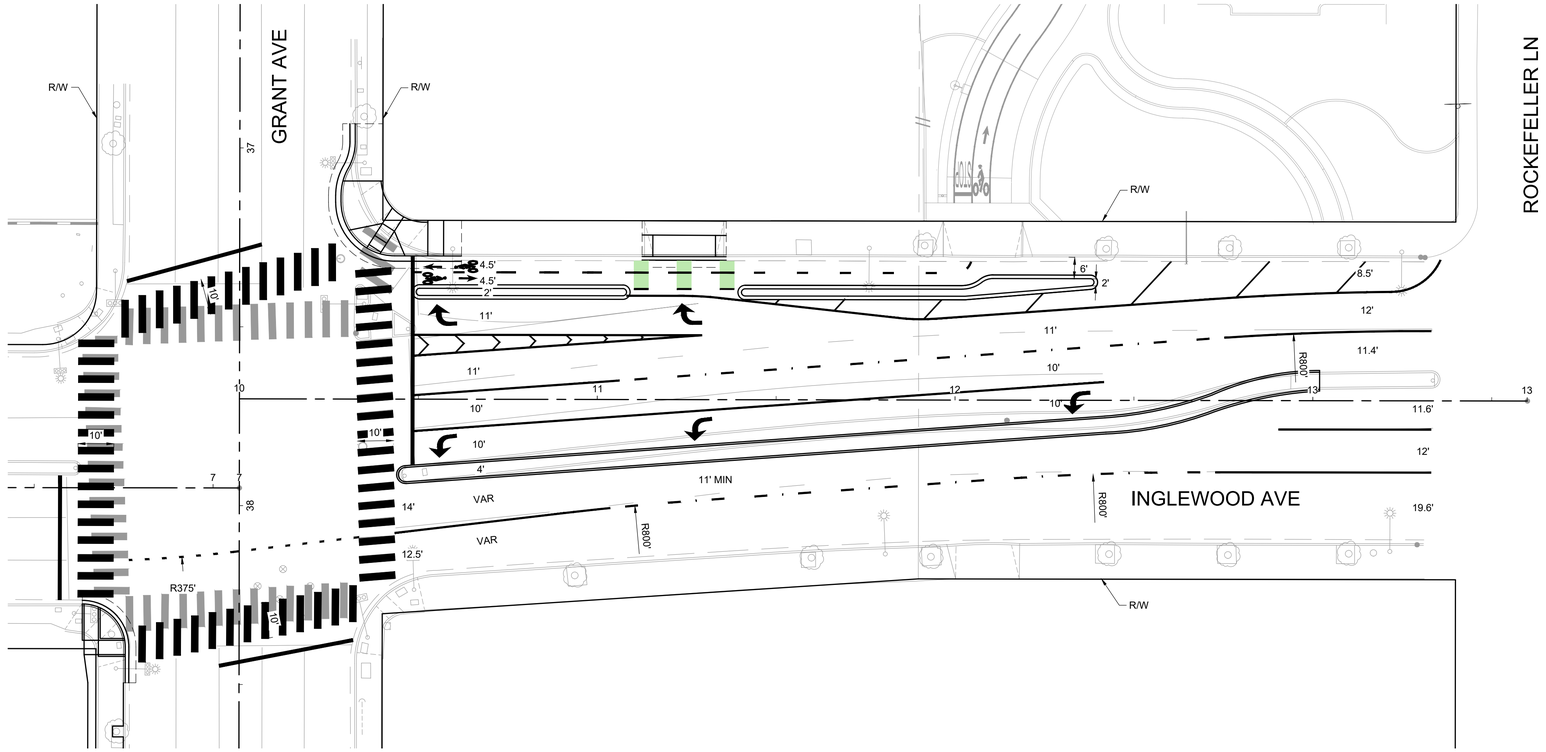
STREET IMPROVEMENT PLAN

DRAWN	CHECKED	SCALE
DZ	AR	AS SHOWN

APPROVED BY _____ DATE _____
CITY ENGINEER - RCE #

PROJECT NO.	SHEET NO.	DRAWING NO.
XXXXX	5 OF 6 SHEETS	

PRELIMINARY DESIGN



N

0' 20' 40'

SCALE 1" = 20'

REVISIONS	
DATE	DESCRIPTION

CITY OF REDONDO BEACH
CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES DIVISION

NORTH REDONDO BEACH BIKE LANE EXTENSION

SIGNING AND STRIPING PLAN

DRAWN	CHECKED	SCALE
DZ	AR	AS SHOWN

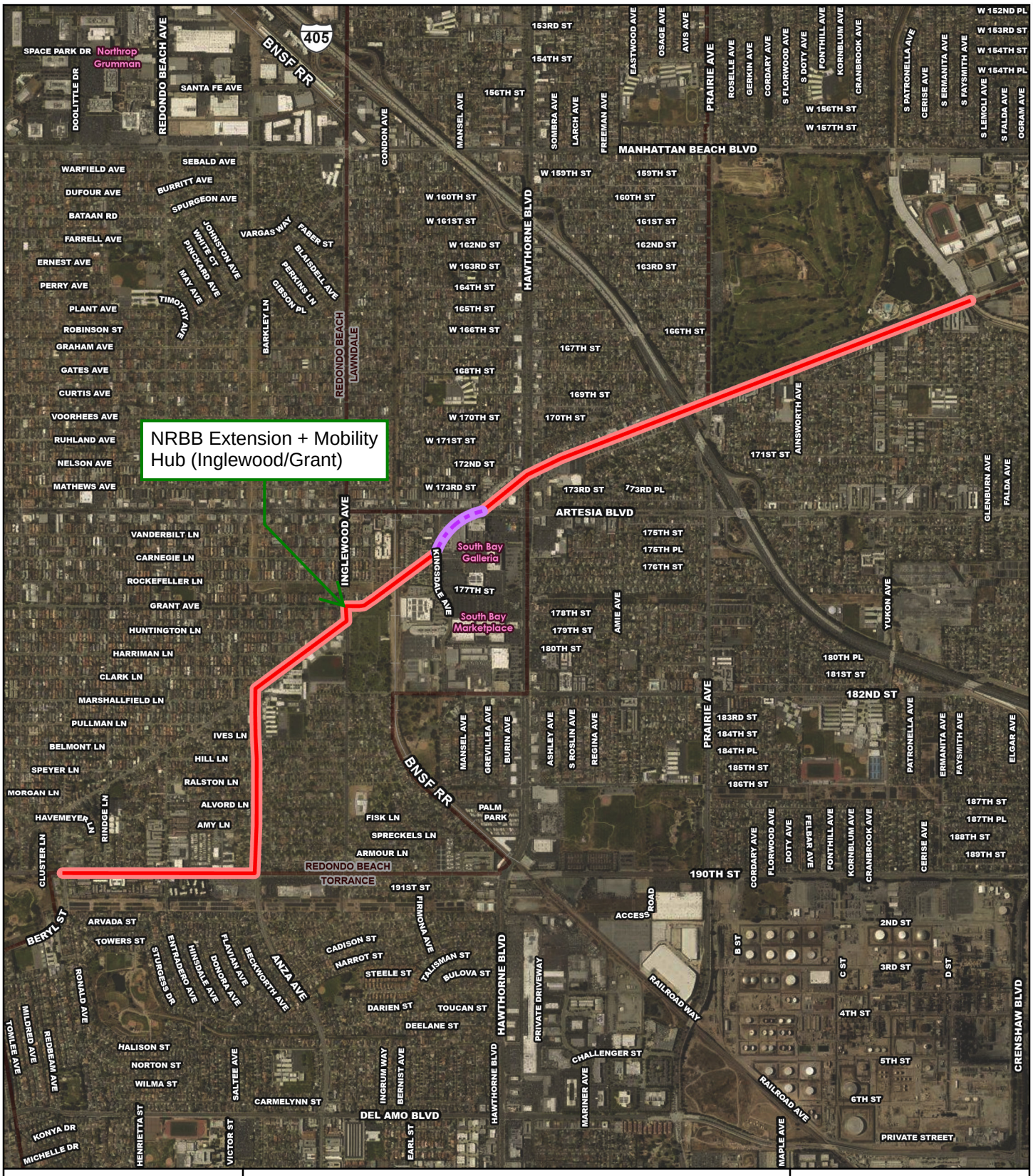
APPROVED BY _____ DATE _____
CITY ENGINEER - RCE #

PROJECT NO.	SHEET NO. 6 OF 6 SHEETS	DRAWING NO.
XXXXX		

C+R
801 S Grand Avenue, 11th Floor • Los Angeles, CA 90017 • 213.224.3496

REDONDO BEACH

PRELIMINARY DESIGN


NRBB Extension + Mobility Hub (Inglewood/Grant)
N
1 inch = 2,000 feet
Redondo Beach Boulevard
Active Transportation Project
REDONDO BEACH
MAT Route
Mall Improvement Connection
8/11/2025

MEASURE M FUNDING AGREEMENT
METRO ACTIVE TRANSPORT (MAT) PROGRAMS

This Funding Agreement ("FA") is made and entered into effect as of April 24, 2025 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Redondo Beach ("GRANTEE"), Los Angeles County Public Works, and City of Lawndale ("RESPONSIBLE AGENCIES") for Redondo Beach Boulevard Active Transportation Project, LACMTA Project ID# C1104 and FTIP# LA9919457, (the "Project"). This Project is eligible for funding under Line 47 of the Measure M Expenditure Plan.

RECITALS:

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017.

WHEREAS, the LACMTA Board, at its January 28, 2021 meeting, programmed $6,600,000 (the "Fund"), in Measure M funds to GRANTEE for Early Planning; Environmental/Planning; Plans, Specifications and Estimates (PS&E); Right-of-Way; and Construction of the Project; and

WHEREAS, the LACMTA Board on April 24, 2025 approved the increase to the Measure M Funds by $1,400,000, from $6,600,000 to $8,000,000 for Early Planning; Environmental/PS&E; Right-of-Way; and Construction. This amount is within the Board authorized budget increase for the Project; and

WHEREAS, LACMTA and GRANTEE entered into a Cooperative Agreement No. 9200000000MATD1104, dated August 19, 2021, which was amended on September 27, 2023, programmed $410,900 in Measure M Funds for the Project's Early Planning; Environmental/Planning; PS&E (up to 15%-level design); and

WHEREAS, LACMTA expended $395,384.27 in Measure M Funds under the Cooperative Agreement No. 9200000000MATD1104 for the Project's Early Planning; Environmental/Planning; PS&E (up to 15%-level design); and

WHEREAS, $7,604,615.73 is available for programming under this FA. The funding set forth herein is intended to fund PS&E; Right-of-Way; and Construction of the Project, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: $144,615.73 in Measure M funds in Fiscal Years (FY) 2022-23; $2,850,000 in FY 2023-24; and $4,610,000 in FY 2024-25. The total designated for PS&E; Right-of-Way; and Construction of the Redondo Beach Boulevard Active Transportation Project is $7,604,615.73; and

WHEREAS, the LACMTA Board on July 25, 2024, delegated administrative authority to staff to extend the funding lapsing date of the Measure M MAT Funds previously approved to meet environmental, design, right-of-way, and construction time frames; and

WHEREAS, the GRANTEE and LACMTA desire to extend the lapse date of FY 2022-23 funds to June 30, 2026; and

NOW, THEREFORE, LACMTA, GRANTEE, and RESPONSIBLE PARTIES (hereinafter referred to as "PARTIES") hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan - Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – Intentionally omitted
8. Attachment D-2 – Quarterly Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F- Bond Requirements
11. Attachment G – Complete Streets Self Certification
12. Attachment H – Special Grant Conditions – Closeout Reporting Policy Form
13. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the PARTIES have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

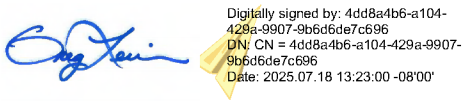
LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel



By: _____ Date: _____
Deputy

GRANTEE:

City of Redondo Beach

By: _____ Date: _____
James A. Light
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____
Joy A. Ford
City Attorney

ATTEST:

By: _____ Date: _____
Eleanor Manzano
City Clerk

RESPONSIBLE AGENCY 1:

Los Angeles County Public Works

By: _____ Date: _____
Steve Burger
Deputy Director

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Date: _____
Deputy

RESPONSIBLE AGENCY 2:

City of Lawndale

By: _____ Date: _____
Robert Pullen-Miles
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____
Burke, Williams & Sorensen, LLP
City Attorney

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Redondo Beach Boulevard Active Transportation Project – Plans, Specifications and Estimates (PS&E); Right-of-Way; and Construction of the Project. LACMTA Project ID# C1104, FTIP# LA9919457.

2. Grant Funds:

   2.1. Programmed funds for this Project consist of Measure M funds.

   2.2. To the extent the Measure M funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of $7,604,615.73 (the "Funds") for the Project. LACMTA Board of Directors' action of January 28, 2021 and April 24, 2025 granted the Measure M funds for the Project. The Funds are programmed over three years for Fiscal Years (FY) 2022-23, FY 2023-24, and FY 2024-25.

3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold **five percent (5%)** of eligible expenditures per invoice as retention pending an audit of expenditures and completion of Scope of Work.

4. **Attachment A** is the "Project Funding" that documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B** is the Expenditure Plan - Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31st, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Metro Active Transport Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Metro Active Transport Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the "Scope of Work." The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed in each jurisdiction, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 14, and a description of the Project limits, if the Project is a capital project, and a more detailed description of the allocation of funds. No later than December 31st each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the PARTIES shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the PARTIES in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 13, 14, and 15 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE's ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress and Quarterly Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress Report (Attachment D-1) and Quarterly Expenditure Report (Attachment D-2). In no event can the final milestone date be amended by a Quarterly Progress or Quarterly Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan, or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by the PARTIES.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines." GRANTEE shall complete the "Quarterly Progress Report" and/or the "Quarterly Expenditure Report." The Quarterly Progress and Quarterly Expenditure Reports are attached to this FA as **Attachments D-1 and D-2** in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, the "FTIP Project Sheet (PDF)," is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP Project Sheet (PDF) can be found in the ProgramMetro FTIP database under the Reports section at https://programmetro.ecointeractive.com/secure2/login. All Projects that receive funding through Measure M shall be evaluated to determine if they should be programmed into the FTIP for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1st of the year the change or update is effective. Should GRANTEE fail to meet this date, it may

affect GRANTEE's ability to access funding, delay the Project, and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the "Bond Requirements" attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

11. GRANTEE and RESPONSIBLE AGENCIES shall comply with the Metro Complete Streets Policy, adopted October 2014. GRANTEE and RESPONSIBLE AGENCIES must have an adopted Complete Streets Policy, an adopted City/County Resolution supporting Complete Streets, or an adopted General Plan consistent with the California Complete Streets Act of 2008. This shall be demonstrated through completion of the "Complete Streets Self-Certification" form attached as **Attachment G**.

12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) Scope of Work (except as provided herein), (iv) Final milestone date, or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Annie Chou
LACMTA Project Manager
Mail Stop: 99-23-3
Phone: (213) 418-3453
Email: choua@metro.net

14. GRANTEE's Address:

City of Redondo Beach
415 Diamond Sr, Redondo Beach, CA 90277
Jesse Reyes
Capital Projects Program Manager
Phone: 310.697.3171
Email: Jesse.Reyes@redondo.org

15. RESPONSIBLE AGENCY 1's Address:

County of Los Angeles Public Works
900 S Fremont Ave, Alhambra, CA 91803
Maggie Cheung
Phone: (626) 300-4586
Email: mcheung@dpw.lacounty.gov

16. RESPONSIBLE AGENCY 2's Address:

City of Lawndale
4722 Manhattan Beach Blvd, Lawndale CA 90260
Lucho Rodriguez (PW Director)
Phone: (310) 973-3260
Email: lrodriguez@lawndalecity.org

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the PARTIES in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure M funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this Section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) return any facilities modified by the Project construction to a safe and operable state and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. SCOPE OF AGREEMENT

This FA specifies the roles and responsibilities of the PARTIES as they pertain to the Project addressed herein. The PARTIES agree that each will cooperate and coordinate with the other in all activities covered by this FA.

4. RESPONSIBILITIES OF LACMTA

LACMTA agrees to the following responsibilities for funding and implementation of the Project:

4.1. LACMTA shall program Funds to the Project to fund the following Project phases: Early Planning; Environmental/Planning; Plans, Specifications and Estimates (PS&E); Right-of-Way; and Construction.

4.2. LACMTA shall provide administrative and management oversight to ensure FA compliance and grant management.

5. RESPONSIBILITIES OF GRANTEE

GRANTEE agrees to the following responsibilities for implementation of the Project:

5.1. GRANTEE shall manage and implement the Project pursuant to the approved Scope of Work in Attachment C.

5.2. GRANTEE shall procure all necessary contractors for the Project.

5.3. GRANTEE shall identify and commit a specific project liaison/coordinator responsible for coordinating among functional departments or groups within the jurisdiction and serves as a single point of contact for LACMTA.

5.4. GRANTEE's liaison/coordinator shall participate as a member of the Project team in regularly scheduled meetings, conference calls, workshops, and planning sessions as part of the team.

5.5. GRANTEE shall notify LACMTA in writing of any personnel changes.

5.6. GRANTEE shall waive all fees associated with local agency permits that may be required of consultants and/or service or equipment providers in the performance of the Project pursuant to the approved Scope of Work in Attachment C.

6. RESPONSIBILITIES OF RESPONSIBLE AGENCIES

6.1. RESPONSIBLE AGENCIES hereby authorize GRANTEE to be the lead for the Project, to procure and manage all necessary contractors, and implement the Project pursuant to the approved Scope of Work in Attachment C.

6.2. RESPONSIBLE AGENCIES shall each identify and commit a specific project liaison/coordinator responsible for coordinating among functional departments or groups within each jurisdiction and serve as a single point of contact for LACMTA.

6.3. RESPONSIBLE AGENCIES' liaisons/coordinators shall participate as members of the Project team in regularly scheduled meetings, conference calls, workshops, and planning sessions as part of the team.

6.4. RESPONSIBLE AGENCIES shall notify LACMTA in writing of any personnel changes.

6.5. RESPONSIBLE AGENCIES shall grant permission to GRANTEE and contractor to carry out the work in the respective jurisdiction and waive all fees associated with local agency permits that may be required of the GRANTEE, contractors and/or service, or equipment providers in the performance of the Project pursuant to the approved Scope of Work in Attachment C.

6.6. RESPONSIBLE AGENCIES shall provide all local information pertinent to the Project in a timely manner to allow for efficient Project delivery.

6.7. RESPONSIBLE AGENCIES hereby agree that GRANTEE shall have ultimate authority to make decisions regarding deliverables under the contract.

7. JOINT RESPONSIBILITES OF GRANTEE AND RESPONSIBLE AGENCIES

7.1. GRANTEE and RESPONSIBLE AGENCIES shall attend meetings on key deliverables and community engagement for the Project and related concurrent projects, as necessary.

7.2. GRANTEE and RESPONSIBLE AGENCIES shall agree upon a set of standards and/or best practices for engineering, design, and permit submittal format.

7.3. GRANTEE and RESPONSIBLE AGENCIES shall discuss, draft, and execute an agreement addressing the ownership, operations, and maintenance of the Project. Such an agreement shall include but not be limited to such elements as recitals, responsibilities, indemnity, funding, invoicing, audit provisions, and general conditions.

8. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Expenditure Report must include supporting documentation of expenses, Project progress, and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 11.1 of this FA, shall satisfy LACMTA invoicing requirements. GRANTEE shall only submit for payment the LACMTA pre-approved Quarterly Expenditure Report (Attachment D-2) packet to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
All invoice material must contain the following information:
Re: LACMTA Project ID# C1104 and FA# 9200000000MATC1104
Annie Chou; Mail Stop 99-23-3

9. USE OF FUNDS

9.1. GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work (Attachment C) and in accordance with the Project Reporting and Expenditure Guidelines (Attachment D), the specifications for use for the transportation purposes described in the Ordinance, the Guidelines, and the Metro Active Transport Program Administrative Procedures.

9.2. Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

9.3. GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his/her designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such funds may not be used to reimburse for any costs that jeopardize the tax-exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

9.4. GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. In-house staff time for administrative work (defined as work towards project management, invoicing, progress reporting, and quality assurance/control) shall be limited to ten percent (10%) of the total Project costs (the "Funds") that are reimbursed. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

9.5. GRANTEE'S and RESPONSIBLE AGENCIES' employees, officers, councilmembers, board members, agents, or consultants (a "SPONSOR Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a SPONSOR Party; (b) any member of a SPONSOR Party's immediate family; (c) a partner of a SPONSOR Party; or (d) any organization that employs or intends to employ any of the above. This conflict-of-interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

9.6. If a facility, equipment (such as computer hardware or software), vehicle, or property purchased or leased using the Funds ceases to be used for the proper use, as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

10. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at http://media.metro.net/uploads/EBB/Vendor%20Portal%Registration.pdf. GRANTEE must provide detailed supporting documentation with its Quarterly Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

11. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

11.1. GRANTEE shall submit a draft of the Quarterly Progress Report (Attachment D-1) and a draft of the Quarterly Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May, and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress and Quarterly Expenditure Reports within thirty (30) calendar days from receipt. GRANTEE shall submit the LACMTA pre-approved Quarterly Progress Report and Quarterly Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress and the Quarterly Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress and/or Quarterly Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds $500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable within ninety (90)

days after the lapsing date specified in Part II, Section 14.1 below are not eligible for reimbursement.

11.2. GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

11.3. LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits, and final audits. LACMTA will commence a final audit within six (6) months of receipt of an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges, and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants, and suppliers' expenditures submitted to LACMTA through GRANTEE's Quarterly Progress Reports and Quarterly Expenditure Reports shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

11.4. GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three (3) years following final payment under this

Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

11.5. GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 11, paragraphs 11.3 and 11.4 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

11.6. LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

11.7. LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records (including reproduction) at no charge to LACMTA, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the terms and conditions of this FA.

11.8. When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service (IRS), as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

11.9. GRANTEE shall be responsible for ensuring all contractors/subcontractors for the Project comply with the terms of the Ordinance, the Guidelines, and the Metro Active Transport Program Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines, and the Metro Active Transport Program Administrative Procedures.

11.10. GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable, reasonable, and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

11.11. GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

11.12. In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE

failed to comply with the Scope of Work (such as misusing funds or failure to return funds owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 11.

12. GRANT

This is a one-time only grant of the Measure M funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

13. SOURCES AND DISPOSITION OF FUNDS

13.1. The obligation for LACMTA to grant the Funds for the Project is subject to sufficient funds being made available for the Project by the LACMTA Board of Directors. If such funds are not made available as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

13.2. GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

13.3. GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Part II, Section 13.2.

13.4. GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

13.5. If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same

proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines, and the Metro Active Transport Program Administrative Procedures. If, at the time of final voucher, it is determined that GRANTEE has received funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within thirty (30) days from final voucher.

14. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

14.1. GRANTEE must demonstrate timely use of the Funds by:

(i) Executing this FA within **sixty (60) days** of receiving formal transmittal of the FA from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
(ii) Procuring contract/consultant to complete project phase Scope of Work within six (6) months of Agreement or FA execution with Metro.
(iii) Expending at least a portion of MAT Funds within twelve (12) months of the date of Agreement or FA execution. Use of Funds includes issuance of an award of a consultant contract or encumbrance of staff labor charges by GRANTEE.
(iv) Delivering Work in accordance with schedule, budget, and Scope of Work; changes to the aforementioned will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this FA; and
(v) Submitting the Quarterly Progress and Quarterly Expenditure Reports as described in Part II, Section 11.1 of this FA; and
(vi) Expending the Funds granted under this FA for allowable costs within **three (3) years or thirty-six (36) months** from July 1st of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2022-23 are subject to lapse by June 30, 2026. All Funds programmed for FY 2023-24 are subject to lapse by June 30, 2026. All Funds programmed for FY 2024-25 are subject to lapse by June 30, 2027.

14.2. In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 14.1 of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines, and the Metro Active Transport Program Administrative Procedures. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

15. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

16. REMEDIES

16.1. In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

16.2. Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

16.3. The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

17. COMMUNICATIONS

17.1. For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines, available online at http://metro.net/partners-civic.

17.2. GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines." The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

17.3. The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

17.4. GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

17.5. The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

18. PROJECT COMPLETION

Notwithstanding paragraphs 19.4 and 19.5 below, upon completion of the Project, the GRANTEE and each of the RESPONSIBLE AGENCIES shall be solely responsible for any future Project phases for portions of the Project that are within their respective jurisdictions, including Early Planning; Environmental/Planning; PS&E; Right-of-Way; and Construction.

LACMTA shall have no obligation to fund or implement future Project phases. Upon completion of the Project, GRANTEE and RESPONSIBLE AGENCIES hereby agree to indemnify and hold LACMTA harmless in perpetuity for any and all third-party claims for damages, including any claims arising during future Project phases (e.g. construction, operations, maintenance, and use of the facilities). Such claims include, but are not limited to, personal injury or property damage claims arising out of the acts or omissions of the GRANTEE and RESPONSIBLE AGENCIES, their respective consultants, contractors, subcontractors, or anyone acting on their behalf.

19. OTHER TERMS AND CONDITIONS

19.1. This FA, along with its Attachments, constitutes the entire understanding between the PARTIES, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the PARTIES who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

19.2. GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project

site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment and vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

19.3. In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the PARTIES to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

19.4. Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE and/or the RESPONSIBLE AGENCIES under or in connection with any work performed by and/or service provided by GRANTEE and/or the RESPONSIBLE AGENCIES, their officers, agents, employees, contractors, and subcontractors under this FA. GRANTEE shall fully indemnify, defend, and hold LACMTA and its subsidiaries and its officers, agents, and employees harmless from and against any liabilities and expenses, including without limitation, defense costs, any costs or liabilities on account of bodily injury, death, or personal injuries of any person or for damage to or loss of risks of property, any environmental obligations, any legal fees, and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE and/or the RESPONSIBLE AGENCIES, or its officers, agents, employees, contractors, or subcontractors; (ii) breach of GRANTEE's and/or the RESPONSIBLE AGENCIES' obligations under this FA; or (iii) any act or omission of GRANTEE and/or the RESPONSIBLE AGENCIES, or their officers, agents, employees, contractors, or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

19.5. As between GRANTEE and each RESPONSIBLE AGENCY, each shall indemnify, defend, protect, hold harmless, and release the other(s), its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liabilities, costs, or expenses (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees.

19.6. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is

prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

19.7. GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

19.8. GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

19.9. GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his/her designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

19.10. This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

19.11. The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the PARTIES and their respective successors and assigns.

19.12. GRANTEE and RESPONSIBLE AGENCIES will advise LACMTA prior to any key Project staffing changes. Notice will be given to the PARTIES at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.

19.13. GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

Measure M MAT - Cycle 1 AT Corridors Program - Funding Agreement Projects - FA.9200000000MATC1104

Project Title: REDONDO BEACH BOULEVARD ACTIVE TRANSPORTATION PROJECT Project#: C1104

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING							
MEASURE M MAT FUNDS	$ 144,615.73	$ 2,850,000	$ 4,610,000			$ 7,604,615.73	
SUM PROG LACMTA FUNDS	$ 144,615.73	$ 2,850,000	$ 4,610,000	$ -	$ -	$ 7,604,615.73	100%
OTHER NON LACMTA FUNDING:							
LOCAL:						$ -	0%
STATE:						$ -	0%
FEDERAL:						$ -	0%
PRIVATE OR OTHER:						$ -	0%
SUM NON-LACMTA FUNDS	$ -	$ -	$ -	$ -	$ -	$ -	0
TOTAL PROJECT FUNDS	$ 144,615.73	$ 2,850,000	$ 4,610,000	$ -	$ -	$ 7,604,615.73	100%

Use Actual $$$

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MAT - Cycle 1 AT Corridors Program - Funding Agreement Projects - FA.9200000000MATC1104
Project Title: REDONDO BEACH BOULEVARD ACTIVE TRANSPORTATION PROJECT Project#: C1104

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MAT FUNDS:									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E				$344,615.73	$500,000	$500,000			$1,344,615.73
Right-of-Way Acquisition									$0
Construction							$260,000	$1,400,000	$1,660,000
Vehicle Purchase									$0
Others									$0
Total MEASURE M	**$0**	**$0**	**$0**	**$344,615.73**	**$500,000**	**$500,000**	**$260,000**	**$1,400,000**	**$3,004,615.73**
SUM PROG LACMTA FUNDS:	**$0**	**$0**	**$0**	**$344,615.73**	**$500,000**	**$500,000**	**$260,000**	**$1,400,000**	**$3,004,615.73**
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
STATE: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									$0
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2024-25 and FY2025-26	**$0**	**$0**	**$0**	**$344,615.73**	**$500,000**	**$500,000**	**$260,000**	**$1,400,000**	**$3,004,615.73**

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MAT - Cycle 1 AT Corridors Program - Funding Agreement Projects - FA.9200000000MATC1104
Project Title: REDONDO BEACH BOULEVARD ACTIVE TRANSPORTATION PROJECT Project#: C1104

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	FY Qtr 1	FY Qtr 2	FY Qtr 3	FY Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MAT FUNDS:									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction	$1,600,000	$1,500,000	$1,500,000						$4,600,000
Vehicle Purchase									$0
Others									$0
Total MEASURE M	**$1,600,000**	**$1,500,000**	**$1,500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,600,000**
SUM PROG LACMTA FUNDS:	**$1,600,000**	**$1,500,000**	**$1,500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,600,000**
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
STATE: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2026-27	**$1,600,000**	**$1,500,000**	**$1,500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,600,000**
TOTAL LACMTA FUNDS	**$1,600,000**	**$1,500,000**	**$1,500,000**	**$344,616**	**$500,000**	**$500,000**	**$260,000**	**$1,400,000**	**$7,604,615.73**
TOTAL NON-LACMTA FUNDS	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL PROJECT FUNDING	**$1,600,000**	**$1,500,000**	**$1,500,000**	**$344,616**	**$500,000**	**$500,000**	**$260,000**	**$1,400,000**	**$7,604,615.73**

ATTACHMENT C
SCOPE OF WORK
CAPITAL PROJECT

PROJECT NAME:

Redondo Beach Boulevard Metro Active Transportation Project

PROJECT LOCATION/LIMITS/AREA:

The project is located along 190th Street, Lilienthal Lane, Ripley Avenue, Inglewood Avenue, Grant Avenue, Kingsdale Avenue, Artesia Boulevard, and Redondo Beach Boulevard in the Cities of Redondo Beach, Lawndale, and Torrance, and the unincorporated community of El Camino Village, in the South Bay Cities area.

PROJECT DESCRIPTION INCLUDING METRO ACTIVE TRANSPORT PROGRAM AND PROJECT NEXUS:

The Redondo Beach Boulevard Metro Active Transportation Corridor Project aims to provide lower-stress walking and bicycling facilities that connect numerous jurisdictions (Redondo Beach, Lawndale, Torrance, and El Camino Village) and destinations in the South Bay region. Specifically, this project connects the coast with schools, parks, a future Metro K Line station, the future South Bay Social District mixed-use development, and El Camino College. The Project proposed a mixture of Class II bicycle lanes and Class IV cycle tracks, with the opportunity to provide improved bicycle facility treatments within intersections. The current route follows Redondo Beach Boulevard at El Camino College, Artesia Boulevard and Kingsdale Avenue around the South Bay Social District, Grant Avenue, Inglewood Avenue, Ripley Avenue, Lilienthal Lane, and 190th Street. Based on feedback provided during the planning and community engagement phase of this work, this routing provides the least steep and most direct connections between key destinations. Protected Class IV facilities will be provided where feasible to encourage active transportation among younger and older populations. Curb ramps and sidewalks will also be updated to meet ADA requirements.

PROJECT FUNDING: The following table reflects the breakdown of funds by source for each project development phase. The Measure M Funds are specified for project scope that is attributed to work/deliverables serving each jurisdiction. This does not establish the jurisdictions as grantees/funding recipients. Total funds will be disbursed solely to the Cities of Redondo Beach, Lawndale, and unincorporated LA County that has been authorized to deliver the project.

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
PS&E/ROW	*$1,344,615.73*		*$1,344*,615.73
Construction	*$6,260,000*		*$6,260,000*
TOTAL BUDGET COST	**$7,604,615.73**	**$0**	**$7,604,615.73**

PHASE	LACMTA – MEASURE M FUNDS			LOCAL AGENCY (IF ANY)	TOTAL
	Redondo Beach	*Lawndale*	*Unincorp. LA County*		
PS&E/ROW	$1,344,615.73				*$1,344,615.73*
Construction	$4,943,700	$613,100	$703,200		*$6,260,000*
TOTAL BUDGET COST	**$4,723,415.73**	**$613,100**	**$703,200**	**$0**	**$7,604,615.73**

[1]Redondo Beach construction funding includes approximately $1,564,900 towards improvements in the City of Torrance, which is still pending approval. The City of Torrance declined to be a project sponsor, but reviewed and accepted conceptual plans, and was kept updated of the project's progress for portions within their jurisdiction.

ESTIMATED PROJECT COSTS:

JURISDICTION	Estimated Cost
Project Construction	$6,578,800
Construction Surveying	$98,500
Traffic Control	$131,300
Erosion Control	$65,700
Mobilization	$197,000
ROW	$50,000
Soft Costs (Design, Project/Construction Mgmt., Inspection, Administration)	$1,641,400
Contingencies and Escalation	$2,187,300
Total	$10,950,000[2]
Redondo Beach[1]	$8,640,000
Lawndale	$1,080,000
LA County	$1,230,000

[2]Engineer's cost estimate as of 2023. Subject to change based on local agency approvals and future construction costs. City of Redondo Beach applied for additional South Bay Measure M MSP Subregional funds in 2025 to bridge gap between current funding and estimated costs, pending Metro Board approval.

PROJECT DETAILED SCHEDULE:

Milestones	Begin	End	Duration (months)
Concept Approval (Redondo Beach)	March 2025	May 2025	2
Design & PS&E	May 2025	May 2026	12
Construction	August 2026	June 2027	11

PROJECT MAP:


LOS ANGELES COUNTY
LAWNDALE
TORRANCE
REDONDO BEACH
EL CAMINO COMMUNITY COLLEGE
ALONDRA PARK
PRAIRIE AVE
HAWTHORNE BLVD
KINGSDALE AVE
AINSWORTH AVE
REDONDO BEACH BLVD
ARTESIA BLVD
ARTESIA BLVD
405
GRANT AVE
SOUTH BAY GALLERIA
RIPLEY AVE
PACIFIC CREST CEMETERY
ADAMS MIDDLE SCHOOL
WASHINGTON ELEMENTARY
LILIENTHAL LN
INGLEWOOD AVE
FRANKLIN PARK
FLAGLER LN
RINDGE LN
MEYER LN
190TH ST
DOMINGUEZ PARK
BERYL ST
Class IV Two-way Bicycle Facility
Class IV One-way Bicycle Facility
Class II One-way Bicycle Facility
Transition at Intersection
Preferred Alignment
Planned or Existing AT Facility
C Line Extension to Torrance Proposed Project Alignment
C Line Extension to Torrance Alternative Alignment
DRAFT
NOT TO SCALE

FA ATTACHMENT D
PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress Report (**Attachment D-1**) and Quarterly Expenditure Report (**Attachment D2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P.O. Box 512296, Los Angeles, California 90051-0296.** Please note that letters or other forms of documentation may **not** be substituted for this form.

- The Quarterly Progress and Quarterly Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.

- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.

- The draft Quarterly Progress Report and Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	*Report Due Date*
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress Report and Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

- Any expense charged to the grant must be clearly and directly related to the project.

- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.

- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.

- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA FA MEASURE M ATTACHMENT D-2

QUARTERLY EXPENDITURE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	9200000000MATC1104
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, California 90051-0296

Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Measure M MAT Grant $
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount (5%)	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: REDONDO BEACH BOULEVARD

FA #: 9200000000MATC1104

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year :

☐ 2023-24 ☐ 2024-25 ☐ 2025-26
☐ 2026-27 ☐ 2027-28 ☐

Quarter :

☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED:

Measure M Metro Active Transport Program Type:

LACMTA Project Manager	Name:	ANNIE CHOU
	Phone Number:	213.418.3453
	E-mail:	CHOUA@METRO.NET

Grantee Contact / Project Manager	Contact Name:	JESSE REYES
	Job Title:	CAPITAL PROJECTS MANAGER
	Department:	PUBLIC WORKS
	City / Agency:	CITY OF REDONDO BEACH
	Mailing Address:	
	Phone Number:	310.697.3171
	E-mail:	JESSE.REYES@REDONDO.ORG

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. ***DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.***

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Early Planning				
Environmental/Planning				
Design and PS&E				
Right-of-Way Acquisition				
Construction				
Vehicle Purchase				
Others				
Ground Breaking Event				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

☐ On schedule per original FA schedule
☐ Less than 12 months behind original schedule
☐ Between 12-24 months behind original schedule
☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4. ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

	ITEM	INVOICE #		TOTAL EXPENSES CHARGED TO LACMTA MEASURE M GRANT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
	TOTAL			

Note:
All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:
LACMTA will make all disbursements electronically unless an exception is requested in writing.
ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
ACH Request Forms can be found at www.metro.net/callforprojects.
Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

_____ _____
Signature *Date*

_____ _____
Name *Title*

Los Angeles Metropolitan Transportation Authority

2025 Federal Transportation Improvement Program ($000)

TIP ID **LA9919457** Implementing Agency **Redondo Beach, City of**

Project Description: The Redondo Beach Boulevard Metro Active Transportation Corridor Project will provide lower-stress walking and bicycling facilities that connect Redondo Beach, Lawndale, Torrance, and El Camino Village. Specifically, this project connects the coast with schools, parks, a future Metro K Line station, the future South Bay Social District mixed-use development, and El Camino College. The Project proposed a mixture of Class II bicycle lanes and Class IV cycle tracks.

SCAG RTP Project #:
Study:N/A Is Model: Model #:
PM: Ryan Liu - (310) 697-317

LS: N LS GROUP#:
Conformity Category:
NON-REPORTABLE TCM

System :Local Hwy Route : Postmile: Distance: Phase: No Project Activity Completion Date 12/31/2029

Lane # Extd: Lane # Prop: Imprv Desc:

Air Basin: Various

Envir Doc: CATEGORICAL EXCLUSION/CATEGORICAL EXEMPTION -- JOINT NEPA/CEQA - 07/01/2023

Toll Rate: 0.00 Toll Colc Loc: Toll Method: Hov acs eg loc:

Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region: South Bay Cities COG

CTIPS ID: EA #: PPNO:

Program Code: NCN25 - BICYCLE & PEDESTRAIN FACILITIES-NEW Stop Loc:

	PHASE	PRIOR	24/25	25/26	26/27	27/28	28/29	29/30	BEYOND	PROG TOTAL
Measure M MYSP-MAT (Metro Active Transport)	PE		$540	$860	$0					$1,400
	RW		$0	$0	$0					$0
	CON		$0	$1,990	$4,610					$6,600
	SUBTOTAL		$540	$2,850	$4,610					$8,000
	TOTAL		**$540**	**$2,850**	**$4,610**					**$8,000**

TOTAL PE: $1,400 **TOTAL RW: $0** **TOTAL CON: $6,600** **TOTAL PROGRAMMED: $8,000**

- **General Comment:** Metro initiated project inhouse and assigned to Redondo Beach and other cities to complete the project.
- **Modeling Comment:**
- **TCM Comment:** Metro initiated project inhouse and assigned to Redondo Beach and other cities to complete the project.
- **Amendment Comment:**
- **CMP Comment:**
- **Narrative:**

Last Revised **Amendment 25-12 - Denied** **Change reason**:NEW PROJECT **Total Project Cost** **$8,000**

ATTACHMENT F
BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

ATTACHMENT G
COMPLETE STREETS SELF CERTIFICATION FORM
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

The Los Angeles County Metropolitan Transportation Authority requires that by the execution of this Cooperative Agreement, applicants shall have an adopted local Complete Streets policy, an adopted City Council Resolution in support of Complete Streets, or an adopted General Plan consistent with the state's Complete Streets Act of 2008 in order to be eligible for the next cycle of Metro capital grant funding programs. This Los Angeles County Complete Streets policy self-certification form should be completed and executed for all Measure M Metro Active Transport (MAT) funded projects.

1. Name of Project Sponsor (City/County): City of Redondo Beach
2. Contact Name: Brad Lindahl
3. Contact Phone: 310-318-0661
4. Contact Email: Brad.Lindahl@redondo.org
5. Project Description:
   The Cities of Redondo Beach and Lawndale along with the Los Angeles County Public Works propose to install improved and new Bike and Pedestrian Facilities along Redondo Beach Boulevard/Ripley Avenue from Flagler Lane on the west to the Dominguez Channel Greenway on the east. The total length of this segment is 3.3 miles. The improvements will include a series of access, safety, and infrastructure enhancements for walking and biking. This project will provide a cohesive network that will encourage active transportation modes and allow users to connect to transit facilities, educational facilities, parks, retail stores, job centers and residential neighborhoods. The project supports the goals of the Active Transportation Strategic Plan and will enhance safety by implementing pedestrian improvements by removing barriers to access and correct unsafe conditions by reconstructing curb ramps and sidewalks to meet ADA requirements.
6. Identify participating agencies roles and responsibilities.
   City of Redondo Beach – Sponsor Agency
   City of Lawndale – Co-sponsor Agency
   County of Los Angeles Department of Public Works – Co-sponsor Agency
7. Insert adopted local Complete Streets policy, adopted City Council Resolution in support of Complete Streets, or adopted General Plan consistent with the state's Complete Streets Act of 2008.
   See attachment

By signing and self-certifying this form, the agency commits to the Metro Complete Streets Policy and confirms the adoption of a local Complete Streets policy, a City Council Resolution in support of Complete Streets, or a General Plan consistent with the state's Complete Streets Act of 2008.

Subregion ID: South Bay

Project#: C1104
CA# 9200000000MATC1104

Signature:

Agency Representative

Date 7/1/2021

RESOLUTION NO. 1310-095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA ADOPTING ADMINISTRATIVE POLICY NO. 12.02, LIVING STREETS GUIDELINES AND POLICY FOR THE CITY OF REDONDO BEACH

WHEREAS, the City of Redondo Beach ("City") desires to improve access and connectivity, and to integrate the streets for all users and transportation modes; and

WHEREAS, Assembly Bill 1358 ("AB 1358"), the California Complete Streets Act of 2008, requires cities to include Complete Streets language into their policies as part of their general plans; and

WHEREAS, Complete Streets language provides that all public roads in California shall be designed and operated to accommodate all roadway users, including bicyclists, pedestrians, transit riders, motorists, and pedestrians of all ages and abilities; and

WHEREAS, on October 18, 2011, the City Council adopted the Healthways/ Blue Zones Vitality City: Beach Cities Livability Plan (the "Plan"); and

WHEREAS, the Plan recommends adopting Complete Streets language into the City planning documents to comply with AB 1358; and

WHEREAS, the Living Streets Guidelines and Policy will incorporate Complete Streets language into the City planning documents and assist the City in complying with AB 1358 by establishing guiding principles and practices for transportation related projects.

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

SECTION 1. That the City of Redondo Beach adopts Administrative Policy No. 12.02, Living Streets Guidelines and Policy, as described in Attachment "A", to incorporate Complete Streets language into the City planning documents and establish guiding principles and practices for transportation related projects.

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 8th day of October, 2013.

Steve Aspel, Mayor

ATTEST:

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-1310-095 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 1st day of October, 2013, by the following roll call vote:

AYES: GINSBURG, AUST, SAMMARCO, KILROY

NOES: NONE

ABSENT: BRAND

ABSTAIN: NONE

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

ATTACHMENT G
COMPLETE STREETS SELF CERTIFICATION FORM
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

The Los Angeles County Metropolitan Transportation Authority requires that by the execution of this Cooperative Agreement, applicants shall have an adopted local Complete Streets policy, an adopted City Council Resolution in support of Complete Streets, or an adopted General Plan consistent with the state's Complete Streets Act of 2008 in order to be eligible for the next cycle of Metro capital grant funding programs. This Los Angeles County Complete Streets policy self-certification form should be completed and executed for all Measure M Metro Active Transport (MAT) funded projects.

1. Name of Project Co-Sponsor (City/County): Los Angeles County Department of Public Works (LACDPW)
2. Contact Name: Andrew Ross
3. Contact Phone: 626-300-4586
4. Contact Email: AROSS@dpw.lacounty.gov
5. Project Description:
   The Cities of Redondo Beach and Lawndale along with the Los Angeles County Public Works propose to install improved and new Bike and Pedestrian Facilities along Redondo Beach Boulevard/Ripley Avenue from Flagler Lane on the west to the Dominguez Channel Greenway on the east. The total length of this segment is 3.3 miles. The improvements will include a series of access, safety, and infrastructure enhancements for walking and biking. This project will provide a cohesive network that will encourage active transportation modes and allow users to connect to transit facilities, educational facilities, parks, retail stores, job centers and residential neighborhoods. The project supports the goals of the Active Transportation Strategic Plan and will enhance safety by implementing pedestrian improvements by removing barriers to access and correct unsafe conditions by reconstructing curb ramps and sidewalks to meet ADA requirements.
6. Identify participating agencies roles and responsibilities.
   City of Redondo Beach – Sponsor Agency
   City of Lawndale – Co-sponsor Agency
   County of Los Angeles Department of Public Works – Co-sponsor Agency
7. Insert adopted local Complete Streets policy, adopted City Council Resolution in support of Complete Streets, or adopted General Plan consistent with the state's Complete Streets Act of 2008.
   See attachment

By signing and self-certifying this form, the agency commits to the Metro Complete Streets Policy and confirms the adoption of a local Complete Streets policy, a City Council Resolution in support of Complete Streets, or a General Plan consistent with the state's Complete Streets Act of 2008.

Signature:

Andrew Ross | 10/04/2021

Agency Representative | Date

IV. Goals and Policies

Goal M 1: Street designs that incorporate the needs of all users.	
Topic	**Policy**
Complete Streets	Policy M 1.1: Provide for the accommodation of all users, including pedestrians, motorists, bicyclists, equestrians, users of public transit, seniors, children, and persons with disabilities when requiring or planning for new, or retrofitting existing, transportation corridors/networks whenever appropriate and feasible.
	Policy M 1.2: Ensure that streets are safe for sensitive users, such as seniors and children.
	Policy M 1.3: Utilize industry standard rating systems to assess sustainability and effectiveness of street systems for all users.
Goal M 2: Interconnected and safe bicycle- and pedestrian-friendly streets, sidewalks, paths and trails that promote active transportation and transit use.	
Topic	**Policy**
Active Transportation Design	Policy M 2.1: Provide transportation corridors/networks that accommodate pedestrians, equestrians and bicyclists, and reduce motor vehicle accidents through a context-sensitive process that addresses the unique characteristics of urban, suburban, and rural communities whenever appropriate and feasible.
	Policy M 2.2: Accommodate pedestrians and bicyclists, and reduce motor vehicle accidents by implementing the following street designs, whenever appropriate and feasible: • Lane width reductions to 10 or 11 feet in low speed environments with a low volume of heavy vehicles. • Wider lanes may still be required for lanes adjacent to the curb, and where buses and trucks are expected. • Low-speed designs. • Access management practices developed through a community-driven process. • Back in angle parking at locations that have available roadway width and bike lanes, where appropriate.

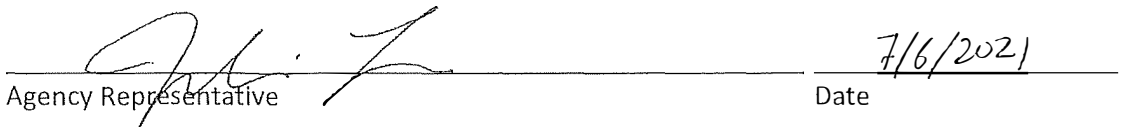
ATTACHMENT G
COMPLETE STREETS SELF CERTIFICATION FORM
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

The Los Angeles County Metropolitan Transportation Authority requires that by the execution of this Cooperative Agreement, applicants shall have an adopted local Complete Streets policy, an adopted City Council Resolution in support of Complete Streets, or an adopted General Plan consistent with the state's Complete Streets Act of 2008 in order to be eligible for the next cycle of Metro capital grant funding programs. This Los Angeles County Complete Streets policy self-certification form should be completed and executed for all Measure M Metro Active Transport (MAT) funded projects.

1. Name of Project Co-Sponsor (City/County): City of Lawndale
2. Contact Name: Julian Lee
3. Contact Phone: (310) 973-3260
4. Contact Email: jlee@lawndalecity.org
5. Project Description:
   The Cities of Redondo Beach and Lawndale along with the Los Angeles County Public Works propose to install improved and new Bike and Pedestrian Facilities along Redondo Beach Boulevard/Ripley Avenue from Flagler Lane on the west to the Dominguez Channel Greenway on the east. The total length of this segment is 3.3 miles. The improvements will include a series of access, safety, and infrastructure enhancements for walking and biking. This project will provide a cohesive network that will encourage active transportation modes and allow users to connect to transit facilities, educational facilities, parks, retail stores, job centers and residential neighborhoods. The project supports the goals of the Active Transportation Strategic Plan and will enhance safety by implementing pedestrian improvements by removing barriers to access and correct unsafe conditions by reconstructing curb ramps and sidewalks to meet ADA requirements.
6. Identify participating agencies roles and responsibilities.
   City of Redondo Beach – Sponsor Agency
   City of Lawndale – Co-sponsor Agency
   County of Los Angeles Department of Public Works – Co-sponsor Agency
7. Insert adopted local Complete Streets policy, adopted City Council Resolution in support of Complete Streets, or adopted General Plan consistent with the state's Complete Streets Act of 2008.
   See attachment

By signing and self-certifying this form, the agency commits to the Metro Complete Streets Policy and confirms the adoption of a local Complete Streets policy, a City Council Resolution in support of Complete Streets, or a General Plan consistent with the state's Complete Streets Act of 2008.

Signature:



Agency Representative

7/6/2021
Date

RESOLUTION NO. CC-2202-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, ADOPTING THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY COMPLETE STREETS POLICY AND THE SUPPORT OF COMPLETE STREETS

WHEREAS, the term "Complete Streets" describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, users and operators of public transit, bicyclists, persons with disabilities, seniors, children, motorists, users of green modes, movers of commercial goods, access by the City of Lawndale transit system known as the Lawndale Beat, access highway corridor to the City of Gardena Municipal Bus Lines Route 3 and to the City of Redondo Beach Transit Line 102, major highway corridor to I-405 freeway, future potential access highway to the Green Line Metro Rail System, and major access highway to nearby beach cities.

WHEREAS, the City of Lawndale recognizes that the planning and coordinated development of Complete Streets infrastructure provides benefits for local governments in the areas of infrastructure cost savings; public health; and environmental sustainability;

WHEREAS, the City of Lawndale acknowledges the benefits and value for the public health and welfare of reducing vehicle miles traveled and increasing transportation by walking, bicycling, and public transportation;

WHEREAS, the State of California has emphasized the importance of Complete Streets by enacting the California Complete Streets Act of 2008 (also known as AB 1358), which requires that when cities or counties make substantive revisions to the circulation elements of their general plans, they identify how they will provide for the mobility needs of all users of the roadways, as well as through Deputy Directive 64, in which the California Department of Transportation explained that it "views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system";

WHEREAS, the California Global Warming Solutions Act of 2006 (known as AB 32) sets a mandate for the reduction of greenhouse gas emissions in California, and the Sustainable Communities and Climate Protection Act of 2008 (known as SB 375) requires emissions reductions through coordinated regional planning that integrates transportation, housing, and land-use policy, and achieving the goals of these laws will require significant increases in travel by public transit, bicycling, and walking;

WHEREAS, numerous California counties, cities, and agencies have adopted Complete Streets policies and legislation in order to further the health, safety, welfare, economic vitality, and environmental well- being of their communities;

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro), through its Metro Complete Streets Policy, requires that all jurisdictions address complete streets policies at the local level through the adoption of a supportive complete streets resolution, complete streets policy, or through a general plan update that complies with the California Complete Streets Act of 2008 to be eligible for Metro Capital Grant funds;

WHEREAS, the City of Lawndale therefore, in light of the foregoing benefits and considerations, wishes to improve its commitment to Complete Streets and desires that its streets form a comprehensive and integrated transportation network promoting safe and convenient travel for all users while preserving flexibility, recognizing community context, and using design guidelines and standards that support best practices;

THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City of Lawndale affirms its commitment to Complete Streets and desires that its streets form a comprehensive, safe and integrated transportation network for all road users.

SECTION 2. That the next substantial revision of the City of Lawndale General Plan circulation element will incorporate complete streets policies and principles consistent with the California Complete Streets Act of 2008 (AB 1358).

PASSED, APPROVED AND ADOPTED this 7th day of February, 2022.

R Pullen-Miles

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2202-008 at a regular meeting of said Council held on the 7th day of February, 2022 by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor	X				
Rhonda Hofmann Gorman, Mayor Pro Tem	X				
Bernadette Suarez	X				
Pat Kearney	X				
Sirley Cuevas	X				

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND CRASSOCIATES, INC.

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and CRAssociates, 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 Design Professional Services. In connection with its design professional services and to the maximum extent permitted by law, Consultant shall hold harmless and indemnify City, and its officials, officers, employees, agents, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs

of defense, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City.

a. Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by the foregoing paragraph, and to the maximum extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

b. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

c. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

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

17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.

a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 11/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

b. Labor Law Requirements. In the event this project, or any portion thereof is deemed a "public work", 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 19th day of August, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

CRASSOCIATES, INC.,
a Delaware corporation

Signed by:
Aryo Rad
CDEE18597531405...

By: _____
Name: Aryo Rad
Title: Principal

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. **CONSULTANT'S DUTIES**

Consultant shall perform a scope of work, including the design phases, assumptions, and deliverables as set forth below. Consultant shall prepare design documents in accordance with the City's standard format. As defined in this Agreement, "Consultant" shall mean CRAssociates, Inc., and includes any subcontractors engaged by Consultant for the Project. References to the "Project" shall mean Design Engineering Services for the Redondo Beach Active Transportation Corridor. The City will serve as the lead agency.

A. **Task 1: Project Management, Permitting, Coordination and Meetings**

1. Consultant shall provide project management for the duration of the Project, including attending kickoff and PDT meetings, coordinating with subconsultants and stakeholders, preparing meeting agendas and minutes, and submitting monthly progress reports. Consultant assumes preparation and attendance at the following meetings:
   a. Kickoff meeting
   b. Up to 14 monthly PDT meetings
   c. Up to 3 stakeholder meetings
   d. Up to 3 design-focused workshops
   e. Up to 2 field visits with city staff for the 60% and 95% submittals

2. Consultant shall prepare a Target Schedule in Gantt Chart format, outlining primary tasks, review periods, and processing timelines within ____ days of the kickoff meeting. Consultant shall update the project schedule monthly, showing actual progress versus the target, and submit it to the City.

3. As part of this task, Consultant shall prepare a Caltrans encroachment permit application and submit it to Caltrans District 7 for approval. Consultant shall coordinate the design of the proposed improvements within the Caltrans right-of-way, the cities of Torrance and Lawndale, and the County of Los Angeles.

4. Deliverables: Consultant shall submit meeting agendas, meeting minutes, action items, monthly progress reports, invoicing, draft target schedule, and a monthly schedule update.

B. **Task 2: Record Research and Utility Coordination**

1. Consultant shall obtain available record drawings and data such as GIS mapping, as-built plans, right-of-way data, future improvement plans adjacent

to or affecting the project site, and utility atlases. Consultant shall prepare a utility agency tracking list encompassing contact list for substructure and utility owner-operators. As part of this task, the Consultant shall coordinate with utility agencies for the point of connection for landscape irrigation system.

2. Consultant shall assist the City with utility notification letters consisting of the following: Utility Information Request, Prepare to Relocate Notice/ Final Utility Notice Form and Notice to Relocate. Utility agency's fees are excluded from this task.

3. Deliverables: Consultant shall submit utility agency tracking list, utility notification letters.

C. **Task 3: Survey**

1. Consultant shall provide an aerial topographic survey and a supplemental field survey at a scale of 1" = 40' within the Project limits. This includes survey record collection, establishment of horizontal and vertical controls, and right-of-way mapping. The focused field survey shall capture the back of walk, top of curb, flow line, edge of pavement, crown lines, and grade breaks at locations of curb ramp reconstruction, proposed raised median islands, and curb extensions/bulb-outs.

2. Consultant shall survey existing features, including utility covers, pavement limits, private property improvements, curb ramps, driveways, curbs and gutters, sidewalks, streetlights and poles, fire hydrants, utility cabinets, traffic signs, and striping, where such features are readily accessible and necessary for the proposed design, and shall incorporate such findings into the base maps. The existing right-of-way shall be shown based on readily available records.

3. Consultant shall ensure the surveying work is performed under the supervision of a California Licensed Land Surveyor.

4. Deliverables: Consultant shall submit AutoCAD Files of Topographic Survey and DTM of existing surface of the area described in this section.

D. **Task 4: Geotechnical Investigation**

1. Consultant shall conduct a geotechnical field review as follows:
   a. Pavement coring at 12 locations to the depth of 3 feet or refusal.
   b. Percolation rate test at four locations to the depth of 8 feet.
   c. Obtain bulk, soil samples at selected depths.

2. Consultant shall compile data and geotechnical analysis of the field and laboratory tests consisting of analyses to evaluate and provide recommendations pertaining to the following:

    a. Grain Size Distribution and Atterberg Limits/Plasticity Index.
    b. Maximum Density and Moisture content.
    c. In-Situ Density and Moisture.
    d. Atterberg limits / Plasticity index.
    e. Resistance value (R-value).

3. Consultant shall provide analytic testing encompassing the following:

    a. Analyze four soil samples for chemical properties including essential and non-essential potentially toxic elements.
    b. Analyze for physical soil properties including sand, silt and clay.
    c. Percolation rate characteristics of the soils.

4. The following engineering analyses will be performed for the Project:

    a. Evaluation of general subsurface conditions and description of types, distribution, and engineering characteristics of subsurface materials at the Project site.
    b. Development of general recommendations for earthwork, including site preparation and excavation, requirements for placement of compacted fill, and site drainage.
    c. Recommendations for pavement design.

5. Consultant shall prepare a report presenting the results of field exploration, geotechnical laboratory testing, engineering analyses, as well as conclusions and recommendations relative to the Project.

6. Assumptions: Traffic control for pavement borings and percolation tests will be based on Work Area Traffic Control Handbook (WATCH) manual. Preparation of traffic control plans; hot-mix asphalt patching and Full-Depth Reclamation Recommendations are not included.

7. Deliverables: Consultant shall submit a draft and Final Geotechnical Report.

E. **Task 5: Preliminary Design**

1. Consultant shall review the conceptual design developed in the previous phase of the Project as described in Consultant's Agreement with Los Angeles County Metropolitan Transportation Authority, with the City and confirm opportunities, constraints, and recommendations. Consultant shall

assess the feasibility of the proposed improvements based on budget considerations, site conditions, and right-of-way constraints.

2. Consultant shall ensure the preliminary design incorporates various elements, including bike lane forms of separation options, pavement rehabilitation strategies, traffic improvements, pedestrian crossing enhancements, bulb-outs, and median modifications. Consultant shall refine the conceptual design based on these criteria, and develop a preliminary set of plans. Consultant shall prepare the preliminary plans on 24" x 36" sheets at a scale of 1" = 20' and include roadway improvements, roadway geometrics, traffic striping, storm drain and water quality improvements, and proposed landscape areas.

3. As part of this task, Consultant shall also provide the City with an Opinion of Probable Construction Costs (Estimate).

4. Deliverables: Consultant shall submit a draft and final preliminary design at 35% completion of the design; and provide an opinion of the probable construction cost.

F. **Task 6: Hydraulic/Hydrology Analysis**

1. Consultant shall prepare a drainage report to address hydrology and hydraulics for the Project in accordance with the Los Angeles County Hydrology Manual and City's requirements and provide design recommendations.

2. Consultant shall evaluate the existing drainage conditions and determine whether new catch basins are necessary. If the analysis indicates the need, Consultant shall include the drainage improvement entails new catch basins and connections to the storm drain main line. Drainage analysis is intended to maintain existing drainage patterns and flows. Perform the calculations and include comparing the pre- and post-project conditions at the Project site. Evaluation and recommendations are limited to the impacted portion of the storm drain within the Project site. Evaluation of the downstream or upstream existing storm drain system is not anticipated as part of this task.

3. Deliverables: Consultant shall submit a draft and final hydrology and hydraulic analysis and drainage report.

G. **Task 7: Water Quality/Low Impact Development ("LID")**

1. Consultant shall develop stormwater feasible BMPs such as bioswale or other appropriate LID BMPs in selected areas to comply with the requirements of the National Pollutant Discharge Elimination System ("NPDES") Municipal Separate Storm Sewer System ("MS4") Permit for stormwater and non-

stormwater discharges from the MS4 of Los Angeles County. Consultant shall prepare calculations to determine the Storm Water Quality Design volume ("SWQDv") and design the BMPs in accordance with the Los Angeles County Low Impact Development Standards Manual, City laws, and the USEPA Green Street standards. Bioretention with underdrains may be used for areas with low permeability. Prepare a technical memorandum that encompasses the BMP design calculations.

2. Deliverables: Consultant shall submit a draft and final LID Report.

H. **Task 8: Community Outreach**

1. Upon City's written request, Consultant shall prepare presentation materials and support the City with up to two (2) community outreach activity meetings to demonstrate and discuss Project features with community members and stakeholders. It is anticipated that the community outreach activity will occur in conjunction with Task 5. For outreach activities, Consultant shall prepare a brief PowerPoint presentation, up to four (4) renderings, printed presentation boards, questionnaires, and sign-in sheets.

2. Consultant shall assist the City in posting the outreach activity meeting materials on the City's website, social media, and e-blasts.

3. Deliverables: Consultant shall submit PowerPoint presentations, renderings, presentation boards, questionnaires, and sign-in sheets.

I. **Task 9: Street Improvement Plans**

1. Following the first community outreach activity, Consultant shall refine the preliminary design and develop roadway and bike lane plans for the construction of improvements, including medians, bike lanes, sidewalks, curbs and gutters, and ADA-compliant upgrades. Consultant shall include typical sections, profiles, details, and horizontal and vertical design information in the plans. Consultant shall prepare roadway plans prepared on 24" x 36" sheets at a scale of 1" = 20' horizontal and 1" = 2' vertical.

2. Consultant shall ensure the PS&E design adheres to the standards of the City, the cities of Lawndale and Torrance, and Los Angeles County (where applicable), the California Manual on Uniform Traffic Control Devices (CA MUTCD) and Caltrans Standard Plans. Consultant shall present the proposed improvements in a single, consolidated plan set, prepared using AutoCAD Civil 3D (2024). Consultant shall respond to one (1) round of consolidated City comments following both the 60% and 95% PS&E submittals. Consultant shall prepare the street improvement plans and include the following sheets:

a. Cover Sheet (1 Sheet)
b. Key Map and general Notes (2 Sheets)
c. Typical Cross Sections (3 Sheets)
d. Construction Details (2 Sheets)
e. Improvement Plans (24 Sheets)
f. Plan and Profile (4 Sheets)
g. Precise Grading and ADA Plan (10 sheets)

2. Deliverables: Consultant shall submit 60%, 95%, and 100% Plans, electronic files in AutoCAD and PDF.

J. **Task 10: Storm Drain Plans**

1. Consultant shall prepare storm drain improvement plans showing proposed drainage features such as catch basins, and lateral connections to the existing main lines. Consultant shall ensure the Storm Drain Plans portrays the location, size, and material of proposed catch basins, lateral connections to the existing storm drain main lines, and roof drain leader extensions. The Storm Drain Plans shall also depict the location and sizing of Low Impact Development ("LID") permanent storm water quality treatment facilities.

2. Consultant shall ensure the storm drain laterals crossing existing utilities are profiled. It is assumed that existing storm drain main lines will be protected in place. It is assumed that the awarded contractor will prepare Erosion Control Plans and the Project Stormwater Pollution Prevention Plan SWPPP.

3. Deliverables: Consultant shall submit 60%, 95%, and 100% Plans, electronic files in AutoCAD and PDF.

K. **Task 11: Signing and Striping Plans**

1. Consultant shall prepare Signing and Striping Plans for the proposed improvements within the limits of the Project in accordance with City, CA-MUTCD, and Caltrans standards. It is understood that Traffic Control Plans will be prepared by the awarded contractor.

2. Deliverables: Consultant shall prepare 60%, 95%, and 100% Plans, electronic files in AutoCAD and PDF.

L. **Task 12: Traffic Signal Plans**

Consultant shall prepare Traffic Signal Modification Plans at a scale of 1" = 20' for the proposed improvements. Consultant shall prepare the plans using AutoCAD 2024 software and provide the plan submittals in a 24"x36" PDF format. Consultant shall ensure the traffic signal modification plans will comply with the City's standards, 2024 Caltrans Standard Plans, and the 2014 California MUTCD. For the traffic signal design, Consultant shall encompass detection feedback for

cyclists, including tattle light on sign on the nearside fixed to 1-A pole. For the following intersections, the scope of traffic signal improvements will be limited to:

1. West 190th St & N Beryl St/Blossom Ln (City of Redondo Beach/City of Torrance)

    a. Add bike detection zone to existing video detection;
    b. Update video detection zones if the existing zones conflict with proposed roadway striping;
    c. Upgrade existing non-APS push buttons to APS push buttons; and
    d. Upgrade non-countdown pedestrian signal heads to countdown pedestrian signal heads.

2. West 190th St & Rindge Lane (City of Redondo Beach/City of Torrance)

    a. Replace detector loops in kind if the existing loops conflict with the proposed improvements;
    b. Upgrade existing non-APS push buttons to APS push buttons;
    c. Upgrade non-countdown pedestrian signal heads to countdown pedestrian signal heads; and
    d. Signal modifications needed due to new curb ramp.

3. West 190th St & Entradero Ave/Meyer Ln (City of Redondo Beach/City of Torrance)
    a. Replace detector loops in kind if the existing loops conflict with the proposed improvements;
    b. Upgrade existing non-APS push buttons to APS push buttons;
    c. Upgrade non-countdown pedestrian signal heads to countdown pedestrian signal heads; and
    d. Signal modifications needed due to new curb ramp.

4. West 190th St & Anza Ave (City of Redondo Beach/City of Torrance)

    a. Add bike signals;
    b. Add bike detection loops;
    c. Replace detector loops in kind if the existing loops conflict with the proposed improvements, including proposed roadway striping or any pavement rehab/mill & overlay that is designed;
    d. Upgrade existing non-APS push buttons to APS push buttons;
    e. Upgrade non-countdown pedestrian signal heads to countdown pedestrian signal heads; and
    f. Signal modifications needed due to new curb ramps and new bike ramps.

5. Grant Ave & Inglewood Ave (City of Redondo Beach)

    a. Add bike signals;
    b. Add bike detection loops;
    c. Upgrade existing non-APS push buttons to APS push buttons;
    d. Upgrade non-countdown pedestrian signal heads to countdown pedestrian signal heads; and
    e. Signal modifications needed due to popout, new curb ramps, and new bike ramp, new geometry/lane configuration.

6. Grant Ave & Kingsdale Ave (City of Redondo Beach)

    a. Add bike signals;
    b. Add bike detection loops;
    c. Upgrade existing non-APS push buttons to APS push buttons;
    d. Upgrade non-countdown pedestrian signal heads to countdown pedestrian signal heads; and
    e. Signal modifications needed due to popout, new curb ramps, and new bike ramp, new geometry/lane configuration.

7. Redondo Beach Blvd & Hawthorne Blvd (Caltrans)

    a. Add bike signals;
    b. Add bike detection loops;
    c. Replace detector loops in kind if the existing loops conflict with the proposed improvements;
    d. Upgrade any non-countdown pedestrian signal heads to countdown pedestrian signal heads; and
    e. Signal modifications needed due to new island, new curb ramps, and new bike ramps.

8. Redondo Beach Blvd & Ainsworth Ave (City of Torrance/County of Los Angeles)

    a. Add bike detection loops;
    b. Replace detector loops in kind if the existing loops conflict with the proposed improvements;
    c. Upgrade existing non-APS push buttons to APS push buttons;
    d. Upgrade non-countdown pedestrian signal heads to countdown pedestrian signal heads; and
    e. Signal modifications needed due to new curb ramps.

9. Redondo Beach Blvd & Yukon Ave (City of Torrance/County of Los Angeles)

a. Add bike signals;
b. Add protected left turns;
c. Add bike detection loops;
d. Replace detector loops in kind if the existing loops conflict with the proposed improvements;
e. Upgrade existing non-APS push buttons to APS push buttons;
f. Upgrade any non-countdown pedestrian signal heads to countdown pedestrian signal heads; and
g. Signal modifications needed due to new curb ramps.

Deliverables: Consultant shall submit 60%, 95%, and 100% Plans, and electronic files in AutoCAD and PDF.

M. **Task 13: Landscape and Irrigation Plans**

1. Consultant shall prepare landscape and irrigation plans of new medians, bike lane medians, proposed parkway areas, and proposed bulb-outs. The plans shall be in accordance with the City's Standards and General Plan, Redondo Beach Municipal Code, Title 10, Chapter 2 (as may be amended from time to time), and California's Water Efficient Landscape Ordinance. The Landscape and irrigation plans shall include the following:

   a. Preliminary plant palette
   b. Preliminary design including color rendered to illustrate proposed elements and Rough Order of Magnitude Cost
   c. Construction plans and details
   d. Construction Materials and Finish Schedule

2. Deliverables: Consultant shall submit 60%, 95%, and 100% Plans, and electronic files in AutoCAD and PDF.

N. **Task 14: Opinion of Probable Construction Cost**

1. Consultant shall prepare an Opinion of Probable Construction Cost (Estimate) based on quantities. Consultant shall derive unit prices from readily available current bid information based on similar projects within the area. Consultant shall generate backup for lump sum items.

2. Deliverables: Consultant shall submit 60%, 95%, and 100% Opinion of Probable Construction Costs, and electronic files in PDF.

O. **Task 15: Specifications**

1. Consultant shall prepare technical specifications based on the template boilerplate provided by the City. Consultant shall include the references for the technical provisions to the City's Standards and Standard Specifications for Public Works Construction (Greenbook), Caltrans, and other appropriate specifications.

2. Deliverables: Consultant shall submit 60%, 95%, and 100% Specifications, electronic files in PDF.

P. **Task 16: Potholing**

1. Consultant shall provide vacuum excavation potholes to identify underground utilities where conflicts may exist. Consultant assumes an allowance amount for this task that is provided in our fee schedule. This task will be pending City's approval.

2. Upon City's written request, Consultant shall provide additional potholing. Consultant assumes traffic control for potholing will be based on WATCH manual. Preparation of traffic control plans is excluded for this task.

3. Deliverables: Consultant shall submit a potholing report.

Q. **Task 17: Traffic Signal Timing**

1. Consultant shall perform services necessary to update traffic signal timing along W 190th Street and Grant Avenue. Consultant shall initiate the Project by conducting a comprehensive traffic data collection effort, capturing vehicle, pedestrian, and bicycle volumes at key intersections and roadway segments. Consultant shall conduct traffic counts during the morning, midday, and evening peak periods for up to two weekdays and one weekend day. For approximately half of locations, Consultant shall perform traffic counts to determine whether adjustments are warranted for the City's existing traffic data. Consultant shall use this data to analyze existing traffic patterns, identify congestion points, and assess the impact of the Project features on overall traffic flow.

2. Consultant shall modify the previously developed traffic network model to reflect the current roadway geometries, intersection configurations, and signal infrastructure, based on approved public improvement plans. Consultant shall incorporate key modifications, such as; updated lane assignments, traffic control adjustments, and the integration of new signal timing parameters to accommodate the cycle track and pedestrian activity. Consultant shall develop and refine optimized signal timing plans, ensuring smooth traffic progression along the corridor while balancing the needs of all users.

3. Consultant shall propose signal timing adjustments such as; cycle lengths, phase sequencing, coordination offsets, and where applicable, protected bicycle phases, pedestrian lead intervals, and transit signal priority measures. Following implementation of the updated signal timing plans, Consultant shall monitor real-world performance. Consultant shall conduct field observations, data validation, and necessary refinements to optimize operations based on actual conditions.

4. Consultant shall conduct ongoing monitoring as development progresses and shall make up to two (2) timing plan adjustments in response to evolving traffic patterns. Upon Project completion, Consultant shall prepare and deliver a technical memorandum documenting all modifications, an updated traffic signal timing sheet, and final Synchro files.

Study Intersections	Study Peaks
W 190th Street & N Beryl Street/Blossom Lane	AM, Midday (MD), and PM
W 190th Street & Rindge Lane	AM, MD, and PM
W 190th Street & Entradero Avenue/Meyer Lane	AM, MD, and PM
West 190th St & Anza Ave	AM, MD, and PM
Grant Avenue & Inglewood Avenue	AM, MD, and PM
Grant Avenue & Kingsdale Avenue	AM, MD, and PM

5. Consultant shall prepare three (3) signal timing plans per intersection – one for each peak period. City may adjust the number of signal plans .

6. Deliverables: Consultant shall submit a traffic signal timing technical memorandum.

R. **Task 18: Bid Support**

1. Consultant shall provide services during the bid phase by attending pre-bid meeting, and responding in writing to requests for information (RFI)/clarifications. Consultant shall assist the City in the issuance of addenda to the bid package. Changes in the overall design concept are not accounted for in this scope. Consultant shall review up to three bid cost schedules to confirm compliance with the bid documents.

2. Deliverables: Consultant shall submit responses to up to 15 RFIs, and design revision for 2 Addenda.

S. **Task 19: Construction Support**

1. Consultant shall assist the City during the construction phase by responding to the Contractor's RFIs, preparing addenda, reviewing submittal and change

orders, and providing clarifications. Consultant assumes up to 80 hours for this task per the fee schedule. Consultant shall prepare record drawings by updating the approved design drawings based on one set of redline markups provided by the City staff.

2. Deliverables: Consultant shall submit responses to RFIs, Addenda, and Record Drawings in one hard copy and one electronic (AutoCAD and PDF format).

II. CITY'S DUTIES

A. City will issue a no fee permit for geotechnical field work.

B. City will provide 20-year design traffic indices ("TI") for the subject streets along the Project.

C. City will provide the Project technical special provisions, which will define lane closure and detour requirements for Task 11.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. The term of the Agreement shall commence on August 20, 2025 and continue until August 19, 2028, unless otherwise terminated as herein provided. Consultant shall complete all duties in accordance with the City's designated schedule, which may be modified by the City in its sole discretion.

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 fee schedule, attached hereto as Attachment "C-1". In no event shall Consultant's total compensation, including any reimbursable expenses, exceed $1,119,485. However, the City may reallocate amounts designated for specific tasks in Attachment "C-1" to other tasks, provided that such reallocation does not exceed the Not to Exceed Amount.

II. **EXPENSES.** Direct reimbursable expenses, include travel, printing, or other out of pocket costs, exceeding $250 per occurrence require the City's prior written approval. All reimbursable expenses must be supported by itemized receipt and included in the monthly invoices. The City may deny payment for expenses that are not pre-approved or lack proper documentation.

III. **METHOD OF PAYMENT**. Consultant shall provide monthly invoices to City for approval and payment. Invoices shall describe services performed, dates of service, hourly rate, number of hours worked, title of staff person, task number, percentage of task completed, corresponding fee for task, and if applicable, expenses and preapproved subcontractor cost, and total amount. Invoices must be itemized, adequately detailed, based on accurate records, attach subcontractor invoices and expense receipts, and be in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

IV. **SCHEDULE FOR PAYMENT.** Invoices shall be monthly in arrears based upon the time spent during the previous month for which an invoice shall be submitted. The City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that payments by the City do not exceed the allocated task amount or the prorated portion thereof without City approved reallocation.

V. **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: CRAssociates, Inc.
714 W Olympic Bl, Suite 609
Los Angeles, CA 90015
Attention: Aryo Rad, PE, Project Manager
arad@cramobility.com

City: City of Redondo Beach
Public Works Department, Engineering Services Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Ryan Liu, City Transportation Engineer
Email: ryan.liu@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.

ATTACHMENT C-1

FEE SCHEDULE

The fee schedule is attached.

Fee Schedule

Redondo Beach Active Transportation Corridor Project

Fee Schedule

	CR Associates															Subconsultant					
	Principal	Project Manager	Senior Professional III/ QC/QA	Sr Professional II	Sr Professional I	Professional III	Professional II	Professional I	Analyst III	Analyst II	Analyst I	Graphics Design/ Sr Admin	Admin Support/ Intern	CRA Hours Per Task	CRA Cost Per Task	CH&A	Twining	SDG	BTL	[Sub] Cost Per Task	Total Costs
	$340.00	$310.00	$310.00	$285.00	$270.00	$240.00	$215.00	$200.00	$175.00	$155.00	$140.00	$170.00	$110.00			Survey	Geotech	Landscape	Potholing		
Task Description																					
Task 1 - Project Management, Permittina. Coordination and Meetinas	20	80	20	20	20		20	70				20		270	$ 70,600.00					$ -	$ 70,600.00
Task 2 - Record Research and Utility Coordination		10				5		15	20					50	$ 10,800.00					$ -	$ 10,800.00
Task 3 - Survey		5						10	10					25	$ 5,300.00	$ 175,500.00				$ 175,500.00	$ 180,800.00
Task 4 - Geotechnical Investigation		5						5						10	$ 2,550.00		$ 43,985.00			$ 43,985.00	$ 46,535.00
Task 5 - Preliminary Design		30	10	10		20		60	80	80	40		20	350	$ 66,250.00					$ -	$ 66,250.00
Task 6 - Hydraulic/Hydrology Analysis		5	5	15		10	20		20					75	$ 17,575.00					$ -	$ 17,575.00
Task 7 - Water Quality/Low Impact Development (LID)		5	5	10		10	20		20					70	$ 16,150.00					$ -	$ 16,150.00
Task 8 - Community Outreach		10					20	10	20			30	10	100	$ 19,100.00					$ -	$ 19,100.00
Task 9 - Street Improvement Plans		60	30	40	40	20	40	150	200	150	200		50	980	$ 185,250.00					$ -	$ 185,250.00
Task 10: Storm Drain Plans		10	5	15		10	20		20					80	$ 19,125.00					$ -	$ 19,125.00
Task 11: Signing and Striping Plans		50	20	40	30		40	60	120	80	80		20	540	$ 108,600.00					$ -	$ 108,600.00
Task 12: Traffic Signal Plans		30	20	20	60		60	100	180	120	150			740	$ 141,400.00					$ -	$ 141,400.00
Task 13: Landscape and Irrigation Plans		10	5					20						35	$ 8,650.00			$ 86,250.00		$ 86,250.00	$ 94,900.00
Task 14 - Opinion of Probable Construction Cost		10	10	5	5			20	30		40			120	$ 23,825.00					$ -	$ 23,825.00
Task 15 - Specifications		20	15	5	5	5	20	30						100	$ 25,125.00					$ -	$ 25,125.00
Task 16 - Potholing (Allowance)		5						5		5				15	$ 3,325.00				$ 15,000.00	$ 15,000.00	$ 18,325.00
Task 17 - Traffic Signal Timing		5			40		10	40	10		80			185	$ 35,450.00					$ -	$ 35,450.00
Task 18 - Bid Support		10	5	5		5	5	30						60	$ 14,350.00					$ -	$ 14,350.00
Task 19 - Construction Support	5	15	5				5	20	10	20				80	$ 17,825.00					$ -	$ 17,825.00
Expenses																					
Print, Travel, Mail															$ 2,500.00					$ -	$ 2,500.00
Traffic Data Collection															$ 5,000.00					$ -	$ 5,000.00
Total	25	375	155	185	200	85	280	645	740	455	590	50	100	3885	$ 798,750.00	$ 175,500.00	$ 43,985.00	$ 86,250.00	$ 15,000.00	$ 320,735.00	$1,119,485.00

EXHIBIT “D”

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

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

Errors and Omissions liability: $1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials,

employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

Errors and Omissions policy, if written on a claims made basis, shall be maintained by the Consultant for a period of one year after the completion of the project.

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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

EXHIBIT "E"

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): 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).

PRODUCER Kremer Insurance Agency 9672 Via Excelencia San Diego CA 92126	**CONTACT NAME:** Carlos Sanchez Kremer **PHONE (A/C, No, Ext):** 858-547-9435 **FAX (A/C, No):** 858-486-5440 **E-MAIL ADDRESS:** admin@kremerins.com
INSURED Chen Ryan Associates Inc. dba CR Associates 3900 5th Ave Ste 310 San Diego CA 92103	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Truck Insurance Exchange 21709 INSURER B : Mid Century Insurance Company 21687 INSURER C : Travelers Casualty and Surety Company 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Crime Coverage: 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	x	x	605878585	11/22/2024	11/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG CYBER LIABILITY	$ 2,000,000 $ 75,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	x	x	605878585	11/22/2024	11/22/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			606683420	11/22/2024	11/22/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	x	B09463374	11/22/2024	11/22/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			106201541	11/22/2024	11/22/2025	EACH CLAIM AGGREGATE DEDUCTIBLE	$3,000,000 $4,000,000 $25,000

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

The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are listed as additional insureds.

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Engineering Services Division
Redondo Beach CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Carlos Sanchez Kremer

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER: 605878585

FARMERS INSURANCE

J6840
2nd Edition

ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers
Location Of Covered Operation(s):	
Effective Date Of Endorsement:	11/22/2024
If no entry appears above, information required to complete this endorsement will be shown in the Declarations.	

The BUSINESSOWNERS LIABILITY COVERAGE FORM is amended as follows:

A. With respect to the additional insured described in Paragraph **B.** of this endorsement, the following exclusions are added to Paragraph **1. Applicable To Business Liability Coverage** under Section **B. Exclusions**:

This insurance does not apply to:

1. "Bodily injury" or "property damage" for which the additional insured(s) 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 additional insured(s) would have in the absence of the contract or agreement.

2. "Bodily injury" or "property damage" occurring after:

a. Your ongoing operations at the location of covered operations other than service maintenance or repairs performed by you or on your behalf have been completed; or

b. The portion of your ongoing operation out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.

But in no event shall this insurance apply to "bodily injury" or "property damage" arising out of your operations that were completed prior to the effective date of this endorsement.

3. "Bodily injury" or "property damage" arising out of any act or omission of the additional insured(s) or any of its "employees", agents or contractors other than you, except for general supervision by the additional insured(s) of your ongoing operations performed for that additional insured.

4. "Property damage" to:

a. Property owned, used or occupied by or rented to the additional insured(s);

b. Property in the care custody or control of the additional insured(s) or over which the additional insured(s) exercise physical control; or

c. Any work including materials, parts or equipment furnished in connection with such work which is performed for the additional insured by you.

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B. Section **C. Who Is An Insured** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only to the extent that the additional insured(s) is held liable for "bodily injury" or "property damage" caused in whole or in part by:

1. Your ongoing operations performed for such person or organization at the location designated above;

2. The acts or omissions of your subcontractors acting on "your" behalf on the scheduled project in the performance of your ongoing operations for the additional insured(s) which start and are completed within the effective period of this endorsement; or

3. The acts or omissions of such additional insured(s) in connection with its general supervision of such operations.

C. With respect to this endorsement, "wrap up policy" means an Owner or Contractor Controlled Insurance Program providing one or a series of policies designed to cover a specific construction project that insures all of the persons and entities working on such project.

The BUSINESSOWNERS COMMON POLICY CONDITIONS are amended as follows:

A. With respect to the additional insured described in Paragraph **B.** of this endorsement, Section **H. Other Insurance** is replaced by the following:

H. Other Insurance

1. Primary and Noncontributory Insurance

The coverage provided to an additional insured under this endorsement shall be primary and noncontributory ONLY to any insurance issued directly to the additional insured if:

a. The Named Insured agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis;

b. Such written contract or written agreement referenced in **a.** above was executed prior to the issuance of this endorsement;

c. The additional insured designated herein has a policy with an Other Insurance provision making that policy excess; and

d. There is no "wrap up policy" in effect for the work performed at the location designated in the Schedule of this endorsement.

2. Excess Insurance

If there is other valid and collectable insurance available to the additional insured(s) as an additional insured under other policies covering the work performed at the location designated and described in the schedule of this endorsement, this insurance will be excess over those policies.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective: 11/22/2024	Countersigned By: (Authorized Representative)
Named Insured: CHEN RYAN ASSOCIATES INC.	

SCHEDULE

Name of Person(s) or Organization(s):	The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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 3.0 % of the California workers compensation premium otherwise due on such remuneration, subject to a minimum charge of $250.

All written contracts in the state(s) of:

CA

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 11/22/24 Policy No. B0946-33-74 Endorsement No.

Insured CHEN RYAN ASSOCIATES, INC.
(DBA) CR ASSOCIATES
3900 5TH AVE STE 310

SAN DIEGO CA 921033138

Insurance Company MID-CENTURY INSURANCE COMPANY

Countersigned By _____

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Administrative Report

N.2., **File #** 25-1193 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING UPDATES TO THE REDONDO BEACH MUNICIPAL CODE TO REGULATE SMOKE SHOPS AND A REVIEW OF THE CITY'S CURRENT TOBACCO RETAIL PERMIT REQUIREMENTS

EXECUTIVE SUMMARY

According to the federal Centers for Disease Control and Prevention, nicotine is highly addictive and can harm brain development, which continues until 25 years of age, and poses a unique risk to youth. The state has passed recent legislation strengthening tobacco oversight programs and expanding the seizure of illegal tobacco products which it has deemed essential to achieving the state's public health goal of lowering youth tobacco use.

In addition to the health risks associated with the sale of tobacco, there has also been a track record of compliance issues associated with smoke shops in Redondo Beach and elsewhere. The Police Department has identified compliance issues with several smoke shops throughout the City, as detailed later in this report. Other cities throughout the state are also experiencing compliance issues with smoke shops. For example, the City of Modesto inspected its 47 smoke shops and found that all were selling flavored tobacco products, which were outlawed in 2022. The City of Fresno conducted inspections of its 67 smokes shops and found that 79% were selling illegal cannabis products, which resulted in the issuance of $5 million in citations to the non-compliant businesses.

On April 15, 2025, the City Council reviewed and provided input on a draft Smoke Shop Ordinance and gave direction on the following items, which have been incorporated into the draft Ordinance:

1. Include a process to allow a max of 5 smoke shops Citywide, with the exception of the legal nonconforming businesses, in which 10 would initially be allowed and be reduced to 5 over time through attrition
2. Do not set the cap based on City Council Districts
3. Include a three-year expiration for conditional use permits
4. Include a requirement for design review and updated signage standards
5. Ensure that e-cigarettes are addressed in the Ordinance

The Council also directed staff to return with an Urgency Ordinance imposing a temporary moratorium on the establishment of new smoke shops, to be in effect while the permanent ordinance is being developed. The 45-Day Urgency Ordinance was adopted on May 6, 2025 and extended for

an additional year on June 10, 2025.

On July 17, 2025, the Planning Commission reviewed the draft Smoke Shop Ordinance and passed a Resolution recommending that the City Council adopt the Ordinance with modifications. The attached, redlined, Resolution reflects the Planning Commission's proposed changes. Staff is now returning to the City Council for final review and input prior to scheduling the Ordinance for consideration of first reading and adoption. Additionally, this report provides an opportunity for the Council to review and discuss regulations pertaining to tobacco retail permits.

BACKGROUND

The Redondo Beach Municipal Code (RBMC) does not currently include a definition or specific regulations for smoke shops. They are treated as standard retail businesses that are permitted-by-right, meaning that the applicant only needs to obtain a business license to open and operate in the City. The North American Industrial Classification System (NAICS) defines smokes shops as establishments primarily engaged in retailing cigarettes, cigars, tobacco, pipes, and other smokers' supplies. There are approximately 16 retail smoke shops in Redondo Beach, six of which have opened since 2019.

Staff is proposing a draft Ordinance that would create a definition for smoke shops and tobacco retailers, adding Section 10-2.1642, Article 4 (Special Use Regulations) to the RBMC to regulate these types of businesses. The draft Ordinance would require all new smoke shops to obtain a Conditional Use Permit (CUP), which would provide the City with more discretion and authority over business permitting and operations. Under the draft Ordinance, CUPs issued for smoke shops would be valid for a maximum of three years from the date of approval of the permit, at which time the CUP would expire if not renewed by the business owner.

Under the draft Ordinance, a maximum of 5 smoke shops would be permitted Citywide, with the exception of legal nonconforming smoke shops established prior to the effective date of the Ordinance, for which 10 would initially be allowed. This number, over time, would be reduced to five through attrition. The standards that would apply to existing legal nonconforming smoke shops are listed below. Following the Planning Commission meeting, the underlined section was added by the City Attorney's Office to more clearly address business license transfers during the five-year period.

a) Legal nonconforming smoke shops may continue to operate, at their existing location, in accordance with Section 10-2.2002 and must obtain a Conditional Use Permit within a period of five years from the effective date of this Ordinance

b) A maximum of 10 Conditional Use Permits may be issued on a first come first serve basis to existing, legal nonconforming smoke shops and shall be counted against the maximum allowance of five Citywide provided they comply with the requirements of this article

c) As legal nonconforming smoke shops abandon their use, either through change of use or expiration of operating permits, no new Conditional Use Permits shall be issued unless the City is at or below the maximum of allowance of five smoke shops Citywide. <u>Business permits may be transferred or issued to another owner, at the same location whether wholly or as a co-owner, for the period remaining on the then existing business permit. For example, if the current owner has three months left on his business license and transfers it to a new owner,</u>

the new owner shall only have three months left on the business license. Business licenses must be renewed each year. Notwithstanding the above, in no event shall a business license issued for a legal nonconforming business location be valid for longer than five years from the effective date of this Ordinance. If a business license's annual term extends beyond the five-year period, the business license term shall be coterminous with the five-year period and terminate accordingly

The draft Ordinance also includes operational standards that apply to all existing and new smoke shops and expressly prohibits the sale or distribution of "cannabis or cannabinoid products, drug paraphernalia not directly related to legal smoke and vapor products, nitrous oxide, flavored tobacco products, or other products prohibited by law." The draft Ordinance also includes enforcement provisions allowing unannounced inspections by City officials, as discussed later in this report, and authorizes the City to apply criminal penalties as well as authority to revoke the operator's business license and/or CUP in response to violations.

Planning Commission Recommendations

On July 17, 2025, the Planning Commission reviewed the draft Smoke Shop Ordinance and recommended that the City Council adopt it with modifications. The attached Resolution includes changes (underlined) reflecting the Planning Commission's recommendations, as summarized below:

- The Planning Commission recommended adopting a program that would allow the City to issues fines to smoke shops in violation. Staff has conferred with the City Attorney on this matter and is considering amending RBMC Section1-2.01, to add business violations to the list of potential infractions, which carries a fine of $100 for the first infraction, $200 for the second, and $500 for the third, which can be charged daily. The Planning Commission also recommended that the City Council consider requiring that smoke shops post a bond to cover the cost of future anticipated enforcement. Staff does not recommend implementing this requirement, due to the administrative burden created by holding and monitoring the funds for each smoke shop business.
- Limit the hours, through the CUP, from 10:00 a.m. to 9:00 p.m. (the original draft version would have allowed them to open at 8:00 a.m.). The proposed reduction in hours is supported by staff, so that the shops would not be open before school hours.
- Require that smoke shops be located 150 feet from any park or residential use (original version only included 150 feet from Dale Page Park). Staff is comfortable with the park distance requirement, but has concerns about the residential use requirement as it would make 100% of the existing shops noncomforming.
- The draft Ordinance includes a definition of tobacco sales as an ancillary use in grocery stores, supermarkets, or convenience stores, and allows a display area at two percent of its gross floor area, or 200 square feet, whichever is less. The Planning Commission recommended that there be more flexibility in regulating the display area. The following language was added: *"The Community Development Director may approve minor exceptions to the display area requirements, if a determination is made that the sale of tobacco products is clearly an ancillary use within the grocery store, supermarket, or convenience store."*
- The Planning Commission recommended that the definition of "smoke shop and tobacco store" expressly exclude cigar lounges/smokers' lounges, which is more of an activity-based business than a retail smoke shop. Language has been added excluding smokers' lounges as defined in California Labor Code § 6404.5, from the category of "smoke shop and tobacco

store."

Concentration and Location

The draft Ordinance, when including the Planning Commission's recommendations, proposes that smoke shops be a minimum of 600 feet from schools, daycares, and youth centers; 150 feet from all parks and residential zones (as recommended by PC); and 1000 feet from other smoke shops. Staff has prepared an analysis of the impact that these distance requirements would have on the City's 16 existing smoke shops. The table below shows the percentage of smoke shops that would be made nonconforming, meaning that they would be unable to obtain a CUP within five years as required by the Ordinance.

Percentage of Smoke Shops to Become Nonconforming

Use Type	**Percentage Nonconforming**
600 ft. Middle/High School:	56%
600 ft. Elementary School	56%
600 ft. Youth Center	44%
600 ft. Daycare	56%
150 ft. Residential	100%
150 ft. Park	25%
1000 ft. Other smoke shops	81%

The City Council may consider either eliminating some or all of the distance/concentration requirements, or including an allowance that exempts existing smoke shops altogether. If the Council chooses to retain the buffers, staff would, at a minimum, recommend eliminating the distance requirement from residential zones and between smoke shops due to the high percentage of locations that would become immediately nonconforming, and also daycare centers, based on the low risk of accessibility to minors.

Implementation Process

The following are some of the key points relating to how the Ordinance would be implemented and affect the processing of smoke shops applications:

1. Upon adoption of the Ordinance, the City would immediately exceed the allowed initial cap of 10 existing smoke shop businesses. Any business license or CUP applications submitted for new smoke shops, not currently in operation, would be rejected.
2. Owners of the existing businesses would be notified via U.S. Mail of the Ordinance and provided the opportunity to apply for a CUP. The owners would also be notified of the new operational standards affecting their business once the Ordinance is passed.
3. Existing legal nonconforming smoke shops would have five years to obtain a CUP (and Design Review) approval. Those that are unable to obtain a CUP would be forced to close at the end of the five-year period.
4. Applications would be processed on a first-come first-serve basis and decisions would be made by the Planning Commission based on the merits of the application and ability of the business to comply with the Municipal Code requirements.
5. Of the existing 16 smoke shops, CUPs would only be issued to 10. Some, or all, of the smoke

shops would be unable to obtain a CUP depending on the location of the shop and the final approved buffer requirements.

6. The Ordinance would provide the City with additional enforcement tools and expressly allow the CUP and/or business license to go through a revocation process if the business is found to be in violation.
7. As legal nonconforming smoke shops abandon their use, either through change of use or expiration of operating permits, no new CUPs would be issued unless the City is at or below the maximum allowance of five smoke shops Citywide.

Enforcement

The Police Department remains committed to enforcing all regulations governing smoke shops within the City through random inspections, joint operations, and targeted enforcement efforts. This work is not without challenges, as variances between state and local laws often dictate differing administrative and criminal options for addressing violations.

In 2025, the Police Department, including the Code Enforcement Division, in coordination with the California Department of Tax and Fee Administration (CDTFA), conducted multiple inspections of smoke shops to address the sale of prohibited products. In March, joint inspections at locations in the 2400 block of 190th Street and the 2200 block of Artesia Boulevard resulted in the seizure of flavored tobacco, nicotine products, and illegal cannabis items prohibited under California law. These cases are currently under review by CDTFA, and the store owners involved may be subject to administrative hearings and fines.

In April, the Code Enforcement Division inspected 15 smoke shops Citywide, issuing correction notices to seven businesses for selling prohibited products and ordering one unlicensed business on the 2700 block of Artesia Boulevard to close immediately. Follow-up inspections confirmed all prohibited items had been removed from the noticed locations. On July 16, targeted inspections of three locations identified during a City Council meeting found one business in violation (notice issued) and two in compliance. The Police Department will continue to monitor these businesses and conduct periodic compliance inspections, as well as enforcement operations, as needed based on complaints and observed violations.

Tobacco Retail Permits/Licenses

The proposed Smoke Shop “Zoning” Ordinance is intended to regulate retail business in which the primary product is tobacco (and nicotine), including smoke shops. It includes provisions that limit the display area in stores that sell tobacco products as an ancillary use, such as grocery stores, supermarkets, convenience stores, and the like.

The City currently regulates all tobacco sales under Chapter 5 - Article 2 of the RBMC, which is not a zoning ordinance as it is under the title of “Sanitation and Health.” It includes a process requiring any business selling tobacco within the City, either as a primary or ancillary use, to obtain a Tobacco Retail Permit (TRP). Other requirements include a business license and a separate CUP for smoke shops (per the Smoke Shop Ordinance).

To obtain a TRP, the applicant must provide proof that the location seeking the permit has been issued a valid state tobacco retailer's license by the CDTFA. The TRP is valid for one year after the date of issuance and must be renewed annually. The RBMC includes grounds for denying annual renewals and includes a section addressing violations and penalties, which starts with suspension

and escalates to revocation. The TRP process is not a State requirement and is established through a local ordinance. It provides the City with the ability to take enforcement action against any business, regardless of type, selling tobacco. A local ordinance also provides additional enforcement tools to address smoke shops, working in conjunction with a potential Smoke Shop Ordinance. The City Council may wish to further evaluate the TRP process and whether it should be modified to enhance the regulation of tobacco sales throughout the City. It should be noted that many stores with TRP's, primarily sell other goods, i.e. grocery stores, and only provide access to tobacco products following a display of ID and with store employee's having to retrieve them through controlled storage areas.

COORDINATION

This administrative report was coordinated with the City Attorney's Office and the Police Department.

FISCAL IMPACT

The preparation of this report is part of the Community Development Department's annual work program. There is no additional fiscal impact associated with this item.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - Planning Commission No. 2025-07-PCR-06 Recommending that the City Council Amend Title 10, Chapter 2 Zoning and Land Use, and Title 10, Chapter 5 Coastal Land Use Plan Implementing Ordinance of the Redondo Beach Municipal Code Pertaining to the Regulation of Smoke Shops (with Redlines)
- Table - Smoke Shop Buffer Analysis
- RBMC - Title 5, Chapter 9 §5-9.201Tobacco Retail Permits

RESOLUTION NO. 2025-07-PCR-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL AMEND TITLE 10 CHAPTER 2 ZONING AND LAND USE, AND TITLE 10 CHAPTER 5 COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE REGULATION OF SMOKE SHOPS

WHEREAS, according to the federal Centers for Disease Control and Prevention, nicotine is highly addictive and can harm brain development, which continues until about 25 years of age and poses a unique risk to youth; and

WHEREAS, according to the 2023 National Youth Tobacco Survey conducted by the federal Centers for Disease Control and Prevention and the United States Food and Drug Administration, approximately 2,800,000 high school students and middle school students reported using a tobacco product in the past year, and nearly 90 percent of youth electronic cigarette users used flavored products; and

WHEREAS, sales data has shown a surge in illegal, unregulated flavored tobacco products, such as flavored disposable electronic cigarettes, being imported into the United States from foreign countries in recent years, and in December 2023, the United States Food and Drug Administration and the United States Customs and Border Protection announced the seizure of approximately 1,400,000 units of unauthorized electronic cigarette products worth over $18,000,000 at Los Angeles International Airport; and

WHEREAS, the state has passed recent legislation strengthening tobacco oversight programs and expanding the seizure of illegal tobacco products which it has deemed essential to achieving the state's public health goal of lowering youth tobacco use; and

WHEREAS, the Redondo Beach Police Department has received complaints about the selling of illegal flavored tobacco and cannabis products throughout the City, which were confirmed through two recent inspections, conducted on March 6, 2025 of a smoke shop located in the 2400 block of 190th Street and on March 19, 2025 of a smoke shop on in the 2200 block of Artesia Boulevard; and

WHEREAS, on January 21, 2025, the City Council held a meeting to discuss potential updates to the City Municipal Code that would enhance the regulation of smoke shops and tobacco retailers, and directed staff to return with a draft ordinance; and,

WHEREAS, on April 15, 2025, staff presented a draft Ordinance to the City Council that includes a new requirement for a conditional use permit, limits the number and location of smoke shops, and includes operating standards and enforcement provisions and;

WHEREAS, a 45-Day Urgency Ordinance was adopted on May 6, 2025 and extended for an additional year on June 10, 2025 to be in effect while the City develops a permanent Ordinance;

WHEREAS, on July 17, 2025 the Planning Commission reviewed the draft Smoke Shop Ordinance and made recommendations to the City Council;

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA DOES HEREBY FIND AS FOLLOWS:

SECTION 1. FINDINGS

1. In compliance with the California Environmental Quality Act of 1970, as amended (CEQA), and State and local guidelines adopted pursuant thereto, the zoning amendment is Categorically Exempt from further environmental review, pursuant to Section 15061(b)(3) of the Guidelines of the California Environmental Quality Act (CEQA) that refers to activities where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (common-sense exemption), then the activity is not subject to CEQA.

2. The amendments to the Zoning ordinance are consistent with the General Plan.
   a. Land Use Element Goal 1E: Ensure that the types of land uses developed in the City complement and do not adversely affect the quality of life and health of the City's residents, businesses, and visitors.
   b. Land Use Element Goal 1H: Continue to enhance existing commercial districts which contribute revenue to the City and are compatible with adjacent residential neighborhoods.
   c. Land Use Element Goal 1O: Ensure the compatibility among the various types and densities of land uses to be accommodated in the City.
   d. Land Use Element Goal 1J: Provide for the continued use of the City's coastal-related recreational facilities as resources for the residents of Redondo Beach and surrounding communities; ensuring that these uses and activities are compatible with adjacent residential neighborhoods and commercial districts and maintain a high level of quality and safety.
   e. Land Use Element Goal 1K: Provide for public uses which support the needs and functions of the residents and businesses of the City.

3. These amendments do not require a vote of the people under Article XXVII of the City Charter.

SECTION 2. RECITALS. The above recitals are true and correct, and the recitals are incorporated herein by reference as if set forth in full.

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

SECTION 1. The Planning Commission recommends that the City Council adopt the amendments to the Redondo Beach Municipal Code pertaining to the Smoke Shop Ordinance, with modifications; and with a recommendation that the City evaluate ways to impose fines as an additional penalty for noncompliant businesses and pursue State and Federal grant funding to assist with enforcement. The Planning Commission also recommended imposing a requirement for smoke shops to post a bond ensuring that any future enforcement efforts would be funded.

SECTION 2. AMENDMENT OF CODE. Title 10, Chapter 2 (Zoning and Land Use) and Chapter 5 (Coastal Land Use Plan) amending Section 10-2.402(a) as follows:

(168) “Smoke shop and tobacco store” shall mean any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or tobacco paraphernalia; provided, however, that any grocery store, supermarket, convenience store or similar retail use that only sells conventional cigars, cigarettes or tobacco as an ancillary sale shall not be defined as a “smoke shop and tobacco store” and shall not be
subject to the restrictions in this chapter (See Section 10-2.1642 for additional definitions).

SECTION 3. AMENDMENT OF CODE. Title 10, Chapter 2 (Zoning and Land Use) and Chapter 5 (Coastal Land Use Plan) adding Section 10-2.1642, Article 4 (Special Use Regulations) to the Redondo Beach Municipal Code as follows:

Smoke Shops and Tobacco Sales.

(a) Purpose. The regulation of smoke shops and tobacco stores is necessary and in the interests of the public health, safety and general welfare as the expansion of smoke shops and tobacco stores in the city could result in undesirable impacts to the community. Among these impacts are increased potential for tobacco sales to minors along with greater opportunity for the sale of cannabis, illegal drugs and associated paraphernalia. These regulations address such negative impacts of smoke shops and tobacco stores while providing a reasonable number of locations and zones for such shops to locate within the city.

(b) Definitions. For the purpose of this section, unless the context clearly indicates otherwise, the words, terms, and phrases shall have the following meanings:

“Ancillary sale” shall mean where a grocery store, supermarket, convenience store or similar market uses no more than two percent of its gross floor area, or 200 square feet, whichever is less, for the display, sale, distribution, delivery, offering, furnishing, or marketing of conventional cigars, cigarettes or tobacco. For any grocery store, convenience store, retail kiosk or similar use consisting of 250 square feet or less, “ancillary sale” shall mean where no more than five square feet are used for the display, sale, distribution, delivery, offering, furnishing, or marketing of conventional cigars, cigarettes or tobacco. The Community Development Director may approve minor exceptions to the display area requirements, if a determination is made that the sale of tobacco products is clearly an ancillary use within the grocery store, supermarket or convenience store.

“E-cigarette” shall mean any electronically actuated device or inhaler meant to simulate cigarette smoking that uses a heating element to vaporize a liquid solution, popularly referred to as “juice,” and that causes the user to exhale any smoke, vapor, or substance other than that produced by unenhanced human exhalation. The juice used in e-cigarettes typically contains nicotine, or other substances, and for this reason e-cigarettes and their juice can be classified as both tobacco products and tobacco paraphernalia.

“Smoke shop and tobacco store” shall mean any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or tobacco paraphernalia, excluding smokers' lounges as defined in California Labor Code

§ 6404.5; provided, however, that any grocery store, supermarket, convenience store or similar retail use that only sells conventional cigars, cigarettes, e-cigarettes, or tobacco as an ancillary sale shall not be defined as a "smoke shop and tobacco store" and shall not be subject to the restrictions in this chapter.

"Tobacco" shall mean any preparation of the nicotine-rich leaves of the tobacco plant, which are cured by a process of drying and fermentation for use in smoking, chewing, absorbing, dissolving, inhaling, snorting, sniffing, or ingesting by any other means into the body.

"Tobacco paraphernalia" shall mean any paraphernalia, equipment, device, or instrument that is primarily designed or manufactured for the smoking, chewing, absorbing, dissolving, inhaling, snorting, sniffing, or ingesting by any other means into the body of tobacco, tobacco products, or other controlled substances as defined in California Health and Safety Code Section 11054 et seq. Items or devices classified as tobacco paraphernalia include but are not limited to the following: pipes, punctured metal bowls, bongs, water bongs, electric pipes, e-cigarettes, e-cigarette juice, buzz bombs, vaporizers, hookahs, and devices for holding burning material. Lighters and matches shall be excluded from the definition of tobacco paraphernalia.

"Tobacco product" shall mean any product in leaf, flake, plug, liquid, or any other form, containing nicotine derived from the tobacco plant, or otherwise derived, which is intended to enable human consumption of the tobacco or nicotine in the product, whether smoked, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means. For the purposes of this chapter, the term "tobacco product" excludes any product that has been specifically approved by the United States Food and Drug Administration (FDA) for sale as a tobacco/smoking cessation product or for other medical purposes, where such product is marketed and sold solely for such an approved purpose.

(c) Zoning and land use standards for smoke shops and tobacco stores (*hereinafter referred to as "smoke shops"*).

1. Notwithstanding any other provision of this title to the contrary, smoke shops shall be a conditionally permitted use only in the following zones, subject to the regulations contained in this chapter:

a. Smoke shops are only permitted in commercial zones, specifically limited to C-2, C-2A, C-2B, C-2PD, C-3, C-3A, C-3B, C-3PD, C-4, C-4A, C-4B, C-4PD, C-5A.

b. Smoke shops are prohibited in any industrial, public-institutional zone or mixed-use zone, or zone where residential uses are permitted, or within any coastal commercial zones.

2. All smoke shops wishing to operate within the above zones after the effective date of the ordinance codified in this chapter must obtain a conditional use permit in accordance with Section 10-2.2506 of the Municipal Code. Conditional Use Permits shall be processed as first come first served, on the basis of the date the application is deemed complete. The Conditional Use Permit for a smoke shop is valid for a maximum of three (3) years from the date of approval of the permit, at which time the permit shall expire and be of no further force and effect unless renewed.

3. The permitted concentration and location of new smoke shops be as follows:

a. No smoke shop shall be established or located within 600 feet from public or private elementary schools, day cares, and youth centers, as defined in 10-2.1626, measured from the nearest property lines of each of the affected parcels.
b. Smoke shops shall not be located within 1000 feet, measured property line to property line, from another smoke shop.
c. No retailer shall be established or located within 150 feet of ~~Dale Page Park~~ any park or residential use, measured from the nearest property lines of each of the affected parcels.

4. A maximum of five (5) smoke shops are permitted city-wide, with the exception of legal nonconforming smoke shops established prior to the effective date of this Ordinance for which the following applies:

a. Legal nonconforming smoke shops may continue to operate, at their existing location, in accordance with Section 10-2.2002 and must obtain a Conditional Use Permit within a period of five (5) years from the effective date of this ordinance.
b. A maximum of ten (10) Conditional Use Permits may be issued on a first come first serve basis to existing legal nonconforming smoke shops and shall be counted against the maximum allowance of five (5) city-wide provided they comply with the requirements of this article.
c. As legal nonconforming smoke shops abandon their use, either through change of use or expiration of operating permits, no new Conditional Use Permits shall be issued unless the City is at or below the maximum of allowance of five (5) smoke shops city-wide. Business permits may be transferred or issued to another owner, at the same location whether wholly or as a co-owner, for the period remaining on the then existing business permit. For example, if the current owner has three months left on his business license and transfers it to a new owner, the new owner shall only have three months left on the business license. Business licenses must be renewed each year. Notwithstanding the above, in no event shall a business license issued for a legal nonconforming business location be valid for longer than five (5) years from the effective date of this ordinance. If a business license's annual term extends beyond the five (5) year period, the business license term shall be coterminous with the five (5) year period and terminate accordingly.

(d) Additional zoning and land use standards applying to all existing and new smoke shops shall include the following:

1. Smoke shops must obtain a Conditional Use Permit pursuant to Section 10-2.2506 and are subject to Planning Commission Design Review pursuant to Section 10-2.2502.
2. A smoke shop must obtain and maintain at all times a valid Tobacco Retailer license as required pursuant to Redondo Beach Municipal Code Title 5, Chapter 9, Article 2.

3. It is unlawful for a smoke shop to knowingly allow or permit minor, not accompanied by his or her parent or legal guardian, to enter or remain within any smoke shop.
4. Smoke shops shall post clear signage stating that minors may not enter the premises unless accompanied by a parent or legal guardian. At least one such sign shall be placed in a conspicuous location near each public entrance to the smoke shop and tobacco store. It shall be unlawful for a smoke shop to fail to display and maintain, or fail to cause to be displayed or maintained, such signage.
5. The Smoke Shop must remain in compliance with all local, State, and federal laws, regulations, and orders, as well as all conditions of approval imposed on the use. This includes compliance with annual City business license fees. In the event of non-compliance, the smoke shop operator shall be given written notice by the City and opportunity to cure the violation. Failure to cure the violation can result in the revocation of the business license, tobacco retailer license and conditional use permit if applicable.
6. No smoke shop shall sell or distribute cannabis or cannabinoid products, drug paraphernalia not directly related to legal smoke and vapor products, nitrous oxide, flavored tobacco products, or other products prohibited by law.

(e) The Conditional Use Permit shall be processed in accordance with Section 10-2.2506 and shall include the following standard conditions:

1. No smoking shall be permitted on the premises at any time.
2. No sales may be solicited or conducted on the premises by minors.
3. No self-service tobacco, tobacco product, or tobacco paraphernalia displays shall be permitted.
4. No distribution of free or low-cost tobacco, tobacco products or tobacco paraphernalia, as well as coupons for said items, shall be permitted.
5. No advertising or signage indicating the availability of tobacco products shall be visible from the exterior nor from entry of the retail establishment to the maximum extent possible.
6. Smoke shops may be open for access to the public between the hours of ~~8:00~~10:00 a.m. and 9:00 p.m., Monday through Sunday, unless modified by the Planning Commission.

(g) Enforcement of smoke shops.

1. Inspections. All smoke shops shall be subject to routine unannounced inspections by City Officials to ensure compliance with this section and any additional conditions of the Conditional Use Permit.
2. Criminal Penalties. Violations of provisions of this section may be deemed a misdemeanor and shall be enforced pursuant to Title 1, Chapter 2 of Redondo Beach Municipal Code.
3. Separate offense for each day. Any person who violates any provision of this section shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes a violation thereof, and shall be penalized accordingly.
4. Use or activity prohibited by State law. Nothing in this section shall be deemed to permit or authorize any use or activity which is otherwise prohibited by State law.

5. Revocation. If verified that a Smoke Shop Operator is in violation with either the provisions of this section, or the specific conditions of the Conditional Use Permit, that finding may be used as a basis for amending or revoking the Conditional Use Permit, pursuant to Section 10-2.2506(f) of the Redondo Beach Municipal Code and/or Business License pursuant to Section 6-1.26 and 6-1.27.

SECTION 4. INCONSISTENT PROVISIONS. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 5. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council shall declare 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.

FINALLY RESOLVED, that the Planning Commission forward a copy of this resolution to the City Council so the Council will be informed of the action of the Planning Commission.

PASSED, APPROVED AND ADOPTED this 17TH day of July, 2025.

_____
Chair
Planning Commission
City of Redondo Beach

ATTEST:

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

I, Sean Scully, Planning Manager of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. 2025-1-PCR-06 was duly passed, approved and adopted by the Planning Commission of the City of Redondo Beach, California, at a regular meeting of said Planning Commission held on the 17th Day of July, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marc Wiener
Community Development Director

BUSINESS NAME	ADDRESS	DAY CARE BUFFER (600 FT)	ELEMENTARY SCHOOL BUFFER (600 FT)	MIDDLE/HIGH SCHOOL BUFFER (1000 FT)	RESIDENTIAL BUFFER (150 FT)	PARK BUFFER (150 FT)	YOUTH CENTER BUFFER (600 FT)	PROXIMITY TO OTHER SMOKE SHOPS (1000 FT)	COMMENT
EDDIE'S CIGAR	1702 S ELENA AVE		X		X	X			
THE YELLOW SMOKE SHOP	2208 ARTESIA BLVD	X	X		X		X	X	
HOOKAH HUT	2123 ARTESIA BLVD #102	X	X		X		X	X	
THE SANDBOX	2500 ARTESIA BLVD	X	X		X		X		
SMOKE SHOP & HEAVY HITTER	2739 MANHATTAN BEACH BLVD				X			X	
REDONDO CIGAR & TOBACCO	1710 AVIATION BLVD	X	X	X	X	X	X	X	
REDONDO SMOKE SHOP & HOOKAH	2205 ARTESIA BLVD SUITE A	X	X		X		X	X	
BULLDOG USA SMOKE SHOP	800 S PACIFIC COAST HWY #2	X			X				
SMOKE & FIRE HOOKAH	800 TORRANCE BLVD #102	X		X	X			X	
HOUSE OF CIGAR & LIQUOR	400 S PACIFIC COAST HWY	X			X			X	MISSING FROM MAP
SMOKING VIBE	209 AVENIDA DEL NORTE		X		X			X	
HEAVY HITTER GROUP, INC	1000 TORRANCE BLVD D			X	X			X	
SEA STAR SMOKE SHOP	1501 AVIATION BLVD				X		X	X	
PUFF N STUFF	2417 W 190TH ST			X	X			X	
FRESH TOBACCO	1236 BERYL ST		X	X	X	X	X		
THE YELLOW SMOKE SHOP	2703 ARTESIA	X	X	X	X	X		X	SHOWN ON MAP ONLY
					X				
PERCENT (X) WITHIN BUFFER		56.25%	56.25%	37.50%	100%	25%	43.75%	81.25%	

Article 2
Tobacco Retail Permits

§ 5-9.201. Definitions.

"Arm's length transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter, is not an arm's length transaction.

"Consumer" means a person who purchases a tobacco product for consumption and not for sale to another.

"Electronic smoking device" means an electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such device, whether or not sold separately. This definition includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor, including any component, part or accessory of such device, whether or not sold separately. "Electronic smoking device" does not include any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment, or prevention of disease, where such product is marketed and sold solely for such an approved purpose.

"Enforcement official" means any member of the Redondo Beach Code Enforcement Division, the Redondo Beach Police Department, the California Department of Health Services, the California Alcohol Beverage Control Department, and the Los Angeles County Sheriff's Department, or their designees.

"Package" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.

"Sale" means any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.

"Self-service display" means the open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct personto-person transfer between the purchaser and the retailer or retailer's agent or employee. A vending machine is a form of self-service display.

"Smoking" means the combustion, electrical ignition or vaporization and/or inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, electronic smoking device, or any plant product intended for human inhalation that facilitates the release of gases, particles, or vapors into the air.

"Tobacco paraphernalia" means any item designed for the consumption, use, or preparation of tobacco products.

"Tobacco product" means:

(1) Any product containing, made, or derived from tobacco or nicotine that is intended for

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human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus; and

(2) Any electronic smoking device, with or without nicotine.

(3) Notwithstanding any provision of subsections (1), (2) and (3) of this definition to the contrary, "tobacco product" includes any component, part, or accessory of a tobacco product, whether or not sold separately. "Tobacco product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

"Tobacco retailer" means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products or tobacco paraphernalia. "Tobacco retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco products or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange.

"Tobacco retail permit" means a valid and current permit issued by the City of Redondo Beach allowing a retail location to sell tobacco products.
(§ 1, Ord. 3194 c.s., eff. November 14, 2019)

§ 5-9.202. Tobacco retailer permit required and permit shall be displayed.

(a) It is unlawful for any person to act as a retailer of tobacco products and/or electronic smoking devices without first obtaining and maintaining a valid tobacco retailer permit pursuant to the provisions of this chapter for each location at which that activity is to occur.

(b) It is a violation of this chapter for any retailer to violate any local, State, or Federal law applicable to tobacco products, electronic smoking devices, or the retailing of such products.

(c) Each tobacco retailer permit shall be prominently displayed in a publicly visible place at the permitted location.
(§ 2, Ord. 3194 c.s., eff. November 14, 2019)

§ 5-9.203. Tobacco retail permit requirements.

(a) Tobacco Permit Eligibility.

(1) No retailer permit may be issued to authorize retailing at other than a fixed location. For example, retailing by persons on foot or from vehicles is prohibited.

(2) No retailer permit may be issued to authorize retailing at a temporary or recurring temporary event. For example, retailing at flea markets and farmers' markets is prohibited.

(3) No permit may be issued under this chapter to authorize tobacco retailing at any location that violates any provision of the Redondo Beach Zoning Ordinance.

(b) Application Procedure.

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(1) Any person seeking a permit pursuant to this chapter shall submit a completed application, on a City-approved form, to the Community Development Department.

(2) The application for a permit under this chapter shall be submitted in the name of each and every business owner proposing to conduct retail tobacco sales for each location at which retail tobacco sales are being proposed and shall be signed by each business owner or an authorized agent thereof.

(3) Said application shall contain the following information:

a. The name, address, and telephone number of each business owner seeking a permit.

b. The business name, address, and telephone number of the single, fixed location for which a permit is sought.

c. A single name and mailing address of an agent authorized by the business owner to receive all communications and notices required by, authorized by, or convenient to the enforcement of this chapter. If an authorized agent is not supplied, each business owner shall be understood to consent to the provision of notice at the business address specified in subsection (b)(3)(b) of this section.

d. Proof that the location for which a tobacco retailer permit is sought has been issued a valid state tobacco retailer's license by the California Department of Tax and Fee Administration.

e. Whether any business owner or any agent of the business owner was previously issued a permit pursuant to this chapter which was at any time suspended or revoked, and, if so, the dates of the suspension period or the date of the revocation.

f. Such other information as the Community Development Department deems necessary for the administration or enforcement of this chapter as specified on the application form required by this chapter.

(4) An applicant or agent thereof shall inform the Community Development Department in writing of any change in the information submitted on an application for a tobacco retailer registration within 10 business days of a change.

(5) The City Council may establish by resolution the amount of an application fee for the tobacco retailer permit in an amount not to exceed the City's reasonable cost of providing the services required by this chapter, in which case the City shall accept no application unless accompanied by payment of such fee.

(6) All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.) or any other applicable law, subject to the laws' exemptions.

(§ 3, Ord. 3194 c.s., eff. November 14, 2019)

§ 5-9.204. Permit issuance.

(a) Upon the receipt of a completed application for a tobacco retailer permit and the

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corresponding application fee, if any, the Finance Department, with consultation of Community Development Department for location requirements, shall issue a permit unless substantial evidence demonstrates that one or more of the following bases for denial exists:

(1) The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this chapter.

(2) The application seeks authorization for tobacco retailing at a location prohibited by Section 5-9.203.

(3) The applicant has had a permit issued pursuant to this chapter revoked within the preceding 12 months.

(4) The application seeks authorization for tobacco retailing that is otherwise prohibited pursuant to this chapter, that is unlawful pursuant to this Code (including, without limitation, the Redondo Beach Zoning Ordinance and business license regulations), or that is unlawful pursuant to any other law.

(5) The applicant is indebted to the City for any unpaid fee or fine.

(b) A decision to deny issuance of a retailer permit, or to revoke a retailer permit that has been wrongly issued, can be appealed to a hearing officer, subject to the following requirements and procedures. The hearing officer shall be designated by the City Manager.

(1) All appeals must be in writing, state the grounds asserted for relief and the relief sought, and filed with the City Manager or designee within 10 calendar days of receipt of notice of the appealed action. If such an appeal is made, it shall stay enforcement of the appealed action.

(2) After the conclusion of the hearing, the hearing officer shall issue a written decision. Any decision rendered by the hearing officer shall be a final administrative decision.

(c) Term and Renewal.

(1) A tobacco retailer permit issued pursuant to this chapter shall be valid for one year after the date of issuance, unless it is revoked earlier in accordance with the provisions of this chapter. The expiration date of each tobacco retailer permit shall be shown on the permit itself and each tobacco retailer permit shall expire at midnight on the expiration date.

(2) Each tobacco retailer who seeks to renew a permit issued pursuant to this chapter shall submit a renewal application on a City-approved form and tender any applicable fees to the Finance Department no later than 30 calendar days prior to the expiration of the permit. Any permit issued pursuant to this chapter that is not timely renewed shall expire and become null and void at the end of its term.

(3) An application to renew a permit issued pursuant to this chapter may be denied by the Community Development Department upon the grounds set forth in subsection (a) of this section. An appeal of such a decision shall follow the procedures set forth in subsection (b) of this section.

(d) Permit is Nontransferable. A permit issued pursuant to this chapter may not be transferred

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from one person to another or from one location to another. A change in business owner, business name, or location shall render the permit null and void, and shall require a new permit to be obtained in accordance with the provisions of this chapter.

(§ 4, Ord. 3194 c.s., eff. November 14, 2019)

§ 5-9.205. Prevention of underaged smoking.

(a) Notice of Minimum Age for Purchase of Tobacco Products and Electronic Smoking Devices. Retailers shall post conspicuously, at each point of purchase, a notice stating that selling tobacco products and electronic smoking devices to anyone under 21 years of age is illegal and subject to penalties. Such notice shall be subject to the approval of the City.

(b) Positive Identification Required. No retailer shall sell or transfer a tobacco product or electronic smoking device to another person who appears to be under 30 years of age without first examining the customer's identification to confirm that the customer is at least the minimum age under State law to purchase and possess the tobacco product.

(c) Flavored Tobacco Products. No retailer shall sell a tobacco product, or any product used in an electronic smoking device, containing, as a constituent or additive, an artificial or natural flavor or an herb or spice, including, but not limited to, strawberry, grape, orange, clove, cinnamon, pineapple, vanilla, coconut, licorice, cocoa, chocolate, cherry, coffee, mint, menthol, spearmint or wintergreen that is a characterizing flavor of the tobacco product or smoke produced by the tobacco product. The prohibition in the preceding sentence shall not apply to a licensed hookah business that permits only patrons 21 years of age or older, or active duty military personnel who are 18 years of age or older, to enter the location where the tobacco product may be consumed or purchased.

(§ 5, Ord. 3194 c.s., eff. November 14, 2019)

§ 5-9.206. Self-service tobacco purchases prohibited.

No tobacco product or electronic smoking device shall be sold, offered for sale, or distributed to the public from a vending machine or appliance, or any other coin or token operated mechanical device designed or used for vending purposes, including, but not limited to, machines or devices that use remote control locking mechanisms.

(§ 6, Ord. 3194 c.s., eff. November 14, 2019)

§ 5-9.207. Packaging and labeling.

(a) No tobacco retailer shall sell any tobacco product to any consumer unless such product:

(1) Is sold in the original manufacturer's package intended for sale to consumers; and

(2) Conforms to all applicable Federal labeling requirements.

(§ 7, Ord. 3194 c.s., eff. November 14, 2019)

§ 5-9.208. Compliance monitoring and enforcement.

(a) Compliance Monitoring and Enforcement.

(1) Compliance checks shall be conducted so as to allow enforcement officials to

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determine, at a minimum, if a tobacco retailer is complying with laws regulating youth access to tobacco. The Chief of Police may also conduct compliance checks to determine compliance with other laws applicable to tobacco retailing.

(2) During business hours, enforcement officials shall have the right to enter any place of business for which a permit is required by this chapter for the purpose of making reasonable inspections to observe and enforce compliance with the provisions of this chapter and any other applicable regulations, laws, and statutes.

(3) Enforcement officials shall inspect each tobacco retailer at least one time per every 12 month period.

(b) This chapter does not expand or reduce the degree to which the acts regulated by Federal or State law are criminally proscribed or alter the penalties provided by such laws.

(§ 8, Ord. 3194 c.s., eff. November 14, 2019)

§ 5-9.209. Penalties for violation.

(a) The penalties for violations shall be as follows:

(1) The retailer's permit shall be suspended for 60 days for the first violation of the provisions of this chapter.

(2) The retailer's permit shall be suspended for 90 days for the second violation of the provisions of this chapter.

(3) The retailer's permit shall be revoked for the third violation of the provisions of this chapter.

(b) Appeals. If a tobacco retailer seeks to challenge a decision to suspend or revoke their tobacco retail permit, that decision can be appealed to a hearing officer designated by the City Manager. The appeal shall be subject to the following requirements and procedures.

(1) All appeals must be in writing, state the grounds asserted for relief and the relief sought, and filed with the City Manager or designee within 10 calendar days of receipt of notice of the appealed action. If such an appeal is made, it shall stay enforcement of the appealed action.

(2) After the conclusion of the hearing, the hearing officer shall issue a written decision. Any decision rendered by the hearing officer shall be a final administrative decision.

(c) New License after Revocation. Notwithstanding any other provision of this chapter, no tobacco retailer's license shall be issued to a tobacco retailer (or business owner thereof) whose license has previously been revoked pursuant to this chapter for a period of 12 months from the date of the prior revocation, unless ownership of the business at the location has been transferred in an arm's length transaction.

(§ 9, Ord. 3194 c.s., eff. November 14, 2019)

§ 5-9.210. Permit conveys a limited, conditional privilege.

Nothing in this chapter shall be construed to grant any person obtaining and maintaining a retailer

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permit any status or right other than the limited, conditional privilege to act as a retailer at the location in the City identified on the face of the permit.
(§ 10, Ord. 3194 c.s., eff. November 14, 2019)

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Administrative Report

N.3., **File #** 25-1189 **Meeting Date:** 8/19/2025

To: **MAYOR AND CITY COUNCIL**

From: JOE HOFFMAN, CHIEF OF POLICE JANE CHUNG, ASSISTANT TO THE CITY MANAGER

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S CROSSING GUARD PROGRAM

APPROVE AN AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES IN AN AMOUNT NOT TO EXCEED $138,158 AND THE TERM AUGUST 19, 2025 TO JUNE 30, 2026

RECEIVE AND FILE INFORMATION REGARDING THE LOCATIONS IN THE CITY THAT RECEIVE CROSSING GUARD SERVICES AND PROVIDE DIRECTION ON THE NUMBER AND TYPE OF SERVICES TO BE PROGRAMMED IN THE COMING SCHOOL YEAR AND BEYOND

EXECUTIVE SUMMARY

The proposed Agreement with All City Management Services, Inc. (ACMS) would provide supplemental crossing guard services in the City of Redondo Beach for the coming school year. Specifically, the Agreement would provide contract staffing, each day, for five of the 27 funded crossing guard locations in the City. Crossing guards provide a valuable service in the community by helping ensure safety for the pedestrian community and students who walk to and from Redondo Beach schools. The previous Agreement with ACMS expired on June 30, 2025.

The proposed Agreement was initially presented at the City Council meeting on August 12, 2025 as part of a discussion regarding the contractor's proposed modifications to the City standard indemnity language. Following the discussion, the City Council directed staff to reject the contractor's proposed indemnity language and require the contractor to accept the City's Standard Indemnity Provision. Additionally, staff was instructed to prepare a recommendation identifying potential crossing guard locations to be vacated in the event the contractor declined to agree to the City's agreement terms.

ACMS ultimately agreed to the City's indemnity requirements, however they noted that their request for changes to the indemnity provision would persist into the future. As such, this report includes staff's assessment of current crossing guard locations and presents options for the City Council to consider for the coming school year and beyond.

BACKGROUND

On August 3, 2021, the City Council approved a pilot program to utilize ACMS for supplemental crossing guard services. The Agreement enhanced the Police Department's Crossing Guard

program by adding ACMS crossing guards to supplement the City-employed crossing guards.

The Crossing Guard Program is managed by the Special Operations Bureau of the Police Department. Twenty-seven crossing guard locations have been funded in the City's budget to assist in guiding community members and students across streets, which can become highly trafficked by motorists and bicyclists during peak travel times. Twenty-two of the 27 locations are staffed by City-employed crossing guards. The remaining five locations are covered by ACMS personnel.

The proposed Agreement with ACMS includes an hourly rate for crossing guards that has increased year-over-year from $36.78 per hour in FY 2024-25 to $37.81 per hour in FY 2025-26. ACMS has indicated that there may be times when they are unable to provide staffing for all five locations. On those occasions, the City would only be charged for the crossing guards that are provided, which would result in savings against the estimated annual cost of $138,158. Locations that cannot be staffed by ACMS would be filled using available Police Department resources on a temporary basis.

At the August 12, 2025, City Council Meeting, the City Attorney's Office advised the City Council on ACMS's proposed modifications to the indemnity language, specifically concerning the allocation of shared liability between the City and the contractor. Following the discussion, the City Council directed staff to reject the proposed indemnity language and require ACMS to accept the City's Standard Indemnity Provision. Ultimately, ACMS agreed to the City's indemnity requirements.

On August 13, 2025, the Crossing Guard Subcommittee (Subcommittee), comprised of two Councilmembers and representatives from the Police Department, Traffic Engineering, and the City Manager's Office, met to discuss and identify potential crossing guard locations that could be vacated in the event ACMS declined.

The Subcommittee utilized a data-driven approach to assess the City's existing crossing guard locations. The assessment considered the following criteria:

A. Combined bicycle and pedestrian volume
B. Vehicular volumes
C. Total number of formal, and de facto, lanes that enter the intersection
D. If any approaching street has a speed limit above 25 mph
E. If any approaching street has more than one through lane in each direction
F. If the intersection is signalized or contains an uncontrolled crosswalk (no stop sign or signal)
G. California Manual on Uniform Traffic Control Devices (CAMUTCD) conditions, which outline standards that may warrant an adult crossing guard at intersections with higher vehicular volumes
H. Engineering assessment in the context of local conditions

Vehicle, bicycle, and pedestrian volumes were collected by the Police Department at each crossing guard location during a 90-minute window in the morning school drop-off period. By cross-referencing the Police Department's traffic analysis with the criteria listed above, 12 locations were identified as having the lowest need. The Subcommittee also noted that, in the event reductions in the crossing guard program become necessary, it would be important to maintain at least one crossing guard at each school site.

The twelve locations identified by the analysis are listed below, in no particular order:

- Flagler and Havemeyer (Jefferson Elementary School)
- Flagler and Morgan (Jefferson Elementary School)
- Harkness and Carlson (Jefferson Elementary School)
- Harkness and Morgan (Jefferson Elementary School)
- Julia and Serpentine (Alta Vista Elementary School)
- Julia and Knob Hill (Alta Vista Elementary School)
- Rindge and Plant (Lincoln Elementary School)
- Robinson and Vail (Lincoln Elementary School)
- Mackay and Nelson (Madison Elementary School)
- Emerald and Lucia (Parras Middle School)
- Vincent and Lucia (Parras Middle School and Redondo Union High School)
- Ralston and Lilienthal (Washington Elementary School and Adams Middle School)

Additionally, the Subcommittee discussed alternative traffic safety measures and initiatives aimed at enhancing student safety, in particular, the AAA School Safety Patrol Program (AAA Program). This program was established in 1920 and is a nationally recognized initiative that promotes pedestrian safety and student leadership. Students, typically fifth to eigth graders, serve as patrollers and assist their classmates to safely navigate school zones.

Patrollers are supervised by Patrol Advisors, typically a school staff member or volunteer, who oversees the daily operations of the program. They also provide training and guidance, coordinate schedules, oversee shifts, and serve as the primary liaison between the school and AAA. During patrol shifts, patrollers are always accompanied by either a Patrol Advisor or an adult volunteer. AAA supports participating schools with all necessary equipment and materials at no cost. The AAA Program has been credited with improving safety around schools and cultivating civic engagement among students. The Subcommittee plans to formally engage the Redondo Beach Unified School District (School District) to propose a collaborative partnership and explore opportunities to implement this program.

The 12 locations listed above could be designated as pilot sites for the AAA School Safety Patrol Program or considered for future removal due to insufficient funding in the City's Budget. Staff have prepared the following options (three of which would require support from the School District) for City Council consideration:

- **Option 1: Limited School Safety Patrol Pilot at 1 or 2 Sites by Early 2026**
  - The City and School District would partner to implement a pilot program at one to two sites from the 12 locations identified as having the lowest need, with implementation targeted by early 2026.
  - If the pilot is deemed successful by the end of the academic year, responsibility for the site(s) would transition from the City to the school(s).
  - This would reduce the number of City-funded crossing guard locations from 27 to 26 or 25.

- **Option 2: Moderate School Safety Patrol Pilot at 5 Sites in the 2026-2027 Academic Year**
  - The City and School District would partner to implement a pilot program at five of the 12 locations identified as having the lowest need, beginning in the 2026-2027 academic

year.
    - If the pilot is deemed successful by the end of the academic year, responsibility for the sites would transition from the City to the schools.
    - This would reduce the number of City-funded crossing guard locations from 27 to 22, aligning with the number of City-employed crossing guards.

- **Option 3: Phased and Expanded School Safety Patrol Program at up to 12 Sites**
    - The initial program would begin at half of the 12 locations identified as having the lowest need, beginning in the 2026-2027 academic year.
    - If the six sites are deemed successful by the end of the academic year, the responsibility for the sites would transition from the City to the schools.
    - In the following year, the program would expand to include additional sites from the remaining list of 12 locations.
    - If both phases are successful, the number of City-funded crossing guard locations could be reduced to as few as 15.

- **Option 4: Phased Program Reduction**
    - If City funding remains limited going into the 2026-27 Fiscal Year, the City Council could consider reducing the number of staffed crossing guard locations in the City and focus on the locations identified in this report as having the lowest need.

COORDINATION

The Police Department coordinated preparation of this report with the City Manager's Office and the City Traffic Engineer. The City Attorney's Office approved the Agreement as to form. The Council Subcommittee continues to meet and discuss the crossing guard program and evaluate the feasibility of the AAA School Safety Patrol Program.

FISCAL IMPACT

Preparation of this report is part of the Departments' annual work plan. Transitioning currently staffed crossing guard locations to a volunteer-based program could save the City roughly $20,000 per location, per year.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - All City Management Services, Inc.
- Insurance - All City Management Services, Inc.
- Traffic Analysis - Police Department
- Traffic Analysis - Public Works Engineering Division
- Table - Cost Comparison Matrix

AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated August 19, 2025 and is between the CITY OF REDONDO BEACH, a chartered municipal corporation (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on August 19, 2025 and ends on June 30, 2026. City and Contractor may agree to subsequent terms which shall be by written amendment to this agreement. Service shall begin on a best availability basis until such a time as Contractor has hired, trained, and deployed Crossing Guards to all sites requested by the City. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards.

2. The Contractor will provide for sites as requested by the City. Such personnel shall be trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard.” The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.

3. The City’s representative in dealing with the Contractor shall be designated by the City of Redondo Beach.

4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.

5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with handheld Stop signs and any other safety equipment which may be necessary.

10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers, and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than $2,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents, and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.

11. 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 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. Contractor shall comply with the requirements set forth in Exhibit "A". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to 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.

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.

14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-seven Dollars and Eighty-one Cents **($37.81)** per hour, per Crossing Guard during the term. Based on a minimum of five (5) sites and upon a projected (3,654) hours of service the cost shall not exceed One Hundred Thirty-eight Thousand, One Hundred Fifty-seven Dollars, and Seventy-four Cents ($138,157.74) per year, unless Contractor fails to perform service.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.

16. Contractor may request a price increase during the term as a result of any legally mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt. However, any price adjustment shall not become effective unless executed by a subsequent written amendment.

17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.

18 This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

City of Redondo Beach

By_____
Signature

_____
Print Name and Title

Date_____

CONTRACTOR

All City Management Services, Inc.

By_____
D. Farwell, Corporate Secretary

Date_____

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/7/2025

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
Marsh & McLennan Agency LLC
Marsh & McLennan Ins. Agency LLC
350 S Grand Ave, Ste 3410
Los Angeles CA 90071

License#: 0H18131 ALLCITYMAN

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: occerts@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Casualty Company	11991
INSURER B : Lexington Insurance Company	19437
INSURER C : AXIS Surplus Insurance Company	26620
INSURER D : Westchester Surplus Lines Insurance Co	10172
INSURER E :	
INSURER F :	

INSURED
All City Management Services, Inc.
11643 Telegraph Rd
Santa Fe Springs, CA 90670-3656

COVERAGES **CERTIFICATE NUMBER:** 1089438446 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X 750,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	020744001	6/15/2025	6/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
C	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			P00100118039403	6/15/2025	6/15/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WCC334410A	1/1/2025	1/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Layer			G72535522005	6/15/2025	6/15/2026	EACH OCCURRENCE AGGREGATE	6,000,000 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Redondo Beach, its elected and appointed officials, officers, employees, and volunteers are included as additional insured as respects to General Liability per attached endorsement.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Christina Dover

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

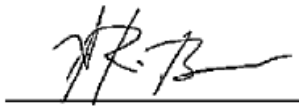
COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

A. **Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."

B. The insurance provided to the above described A additional insured under this endorsement is limited as follows:

1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
   - **i.** The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
   - **ii.** Supervisory, inspection, architectural, or engineering activities.
5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.

C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.



Authorized Representative OR
Countersignature (In states where applicable)

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LX9776 (08/04)

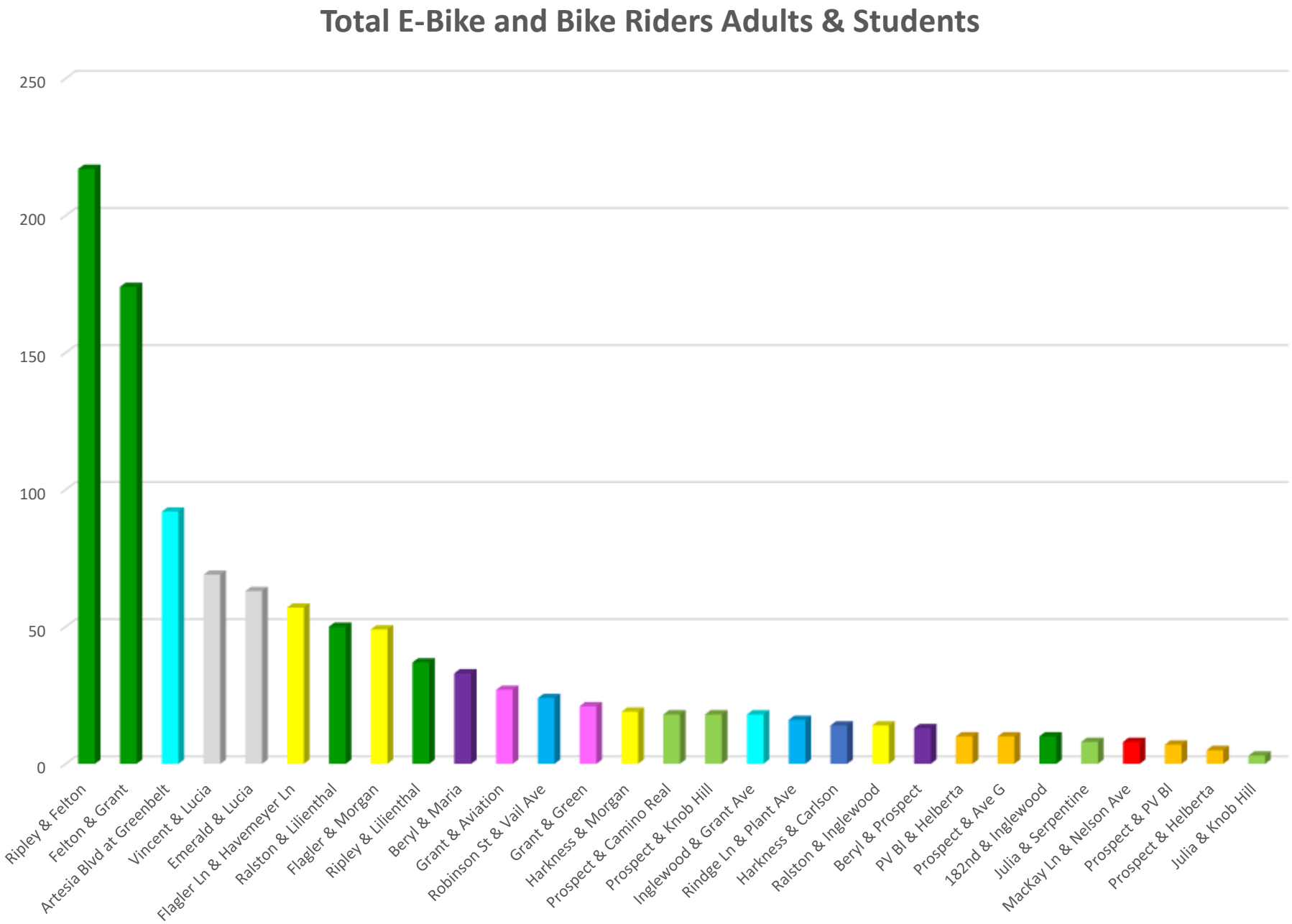
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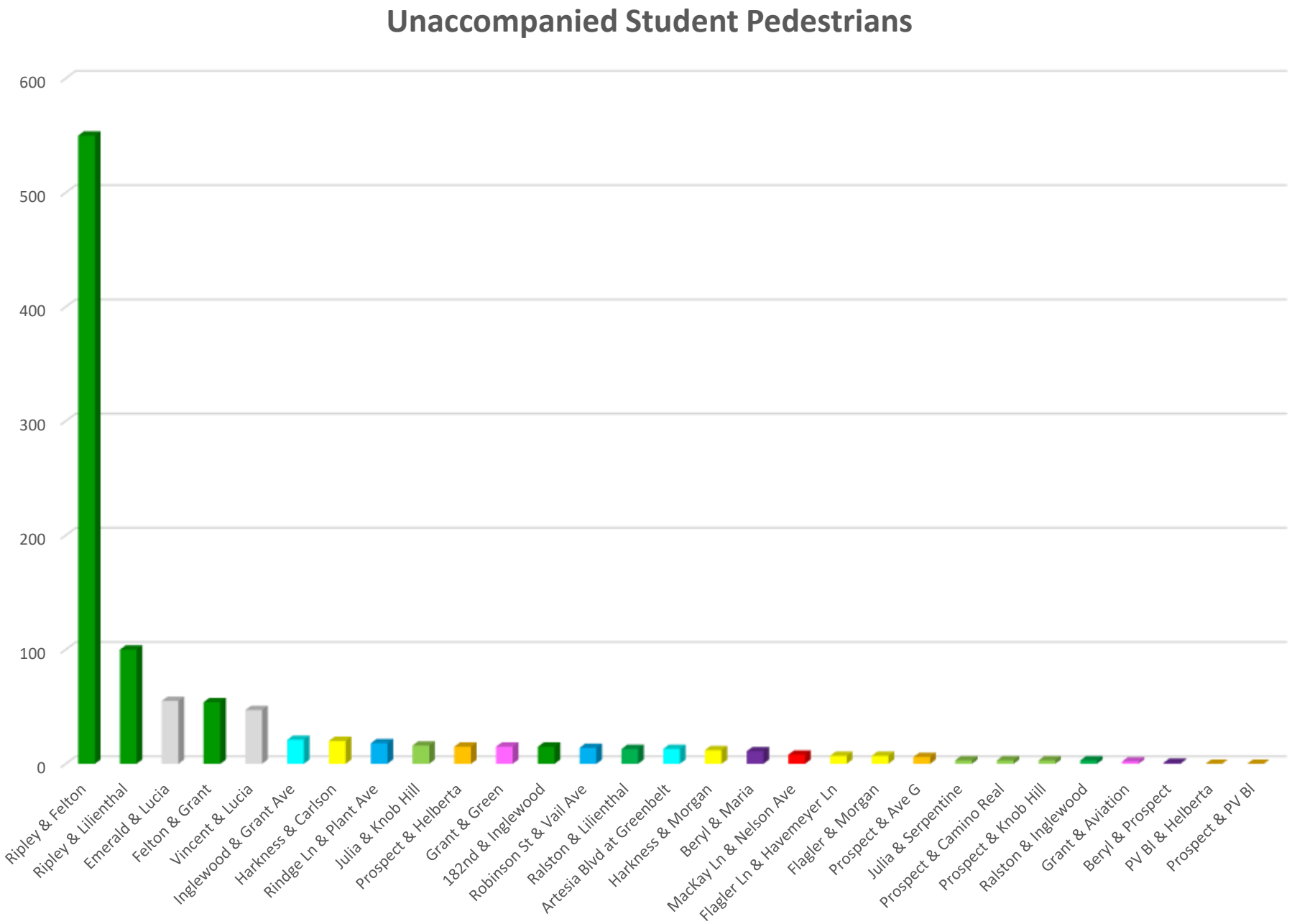
	Jefferson Elementary School		Parras Middle School
	Alta Vista Elementary School		Beryl Heights Elementary School
	Lincoln Elementary School		Birney Elementary School
	Madison Elementary School		Washington / Adams Schools
	Tulita Elementary School		*Artesia at Greenbelt & *Inglewood at Grant

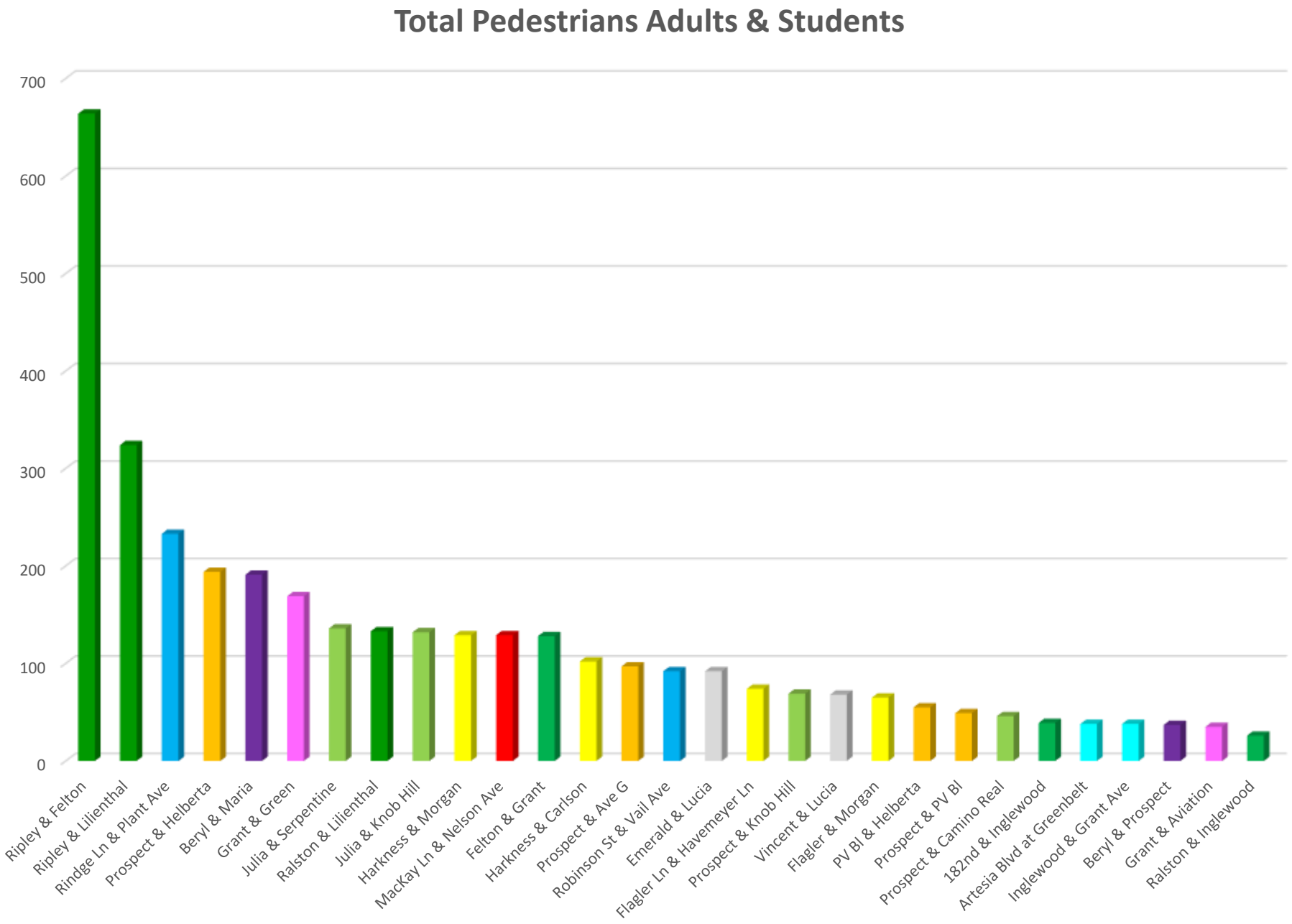
*Artesia Boulevard at the greenbelt (2500 block) and Inglewood Avenue at Grant Avenue are not currently included in the City Council authorized 27 intersections and are not currently staffed with a Crossing Guard.

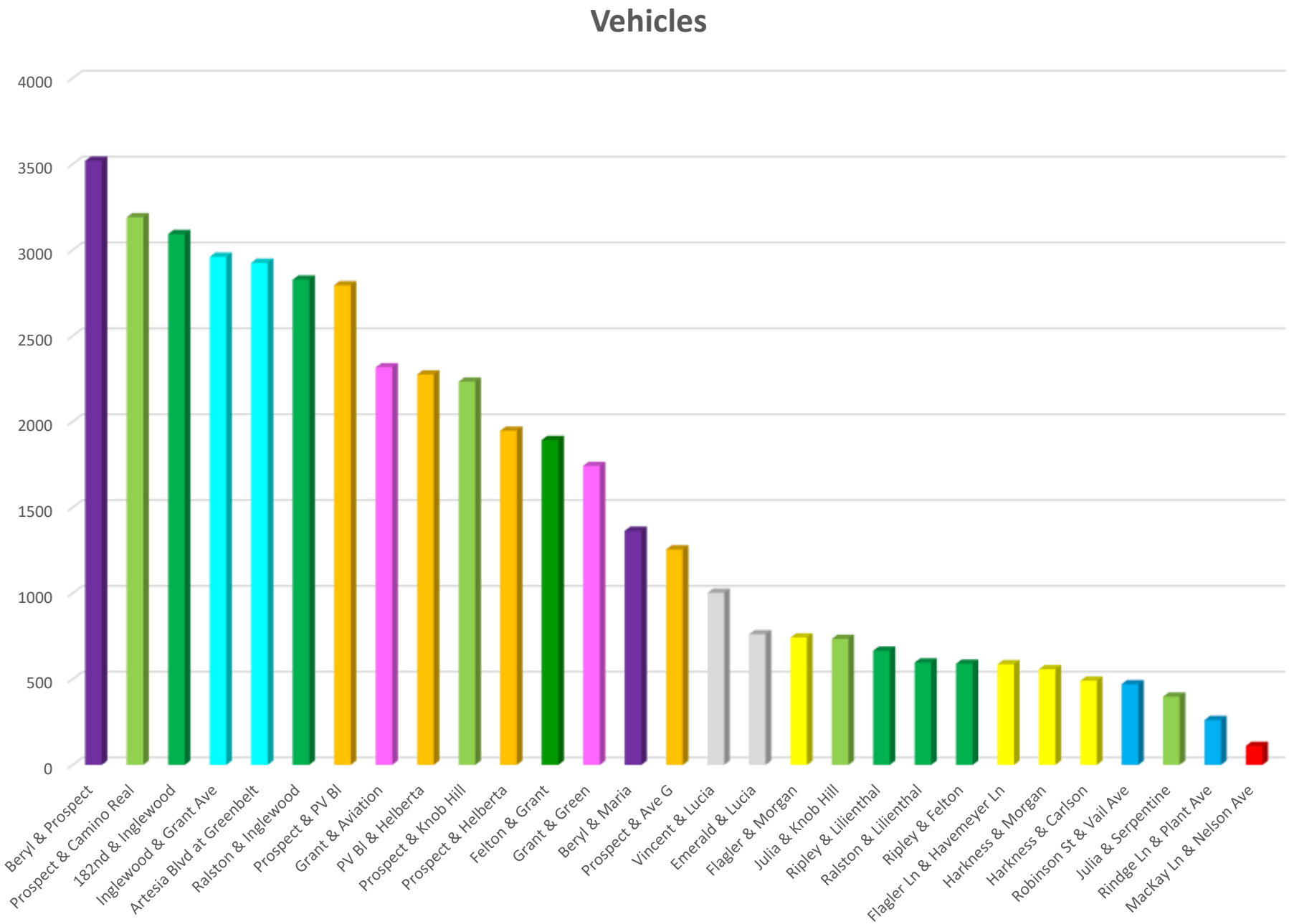
All data was gathered over an approximate 90-minute period during the morning rush hour.

Intersection	Total E-Bike and Bike Riders	Unaccompanied Student Pedestrians	Adult Pedestrians - Solo & with Students	Total Pedestrians	Vehicles
Flagler Ln & Havemeyer Ln	57	7	67	74	586
Flagler & Morgan	49	7	58	65	742
Harkness & Carlson	14	20	82	102	490
Harkness & Morgan	19	12	117	129	557
Julia & Serpentine	8	3	133	136	398
Prospect & Camino Real	18	3	43	46	3190
Julia & Knob Hill	3	16	116	132	734
Prospect & Knob Hill	18	3	66	69	2233
Rindge Ln & Plant Ave	16	18	215	233	261
Robinson St & Vail Ave	24	14	78	92	470
MacKay Ln & Nelson Ave	8	8	121	129	111
PV Bl & Helberta	10	0	55	55	2275
Prospect & Helberta	5	15	179	194	1947
Prospect & PV Bl	7	0	49	49	2794
Prospect & Ave G	10	6	91	97	1255
Emerald & Lucia	63	55	37	92	761
Vincent & Lucia	69	47	21	68	1003
Beryl & Prospect	13	1	36	37	3519
Beryl & Maria	33	11	180	191	1364
Grant & Aviation	27	2	33	35	2316
Grant & Green	21	15	154	169	1742
182nd & Inglewood	10	15	24	39	3093
Felton & Grant	174	54	74	128	1892
Ralston & Inglewood	14	3	23	26	2827
Ralston & Lilienthal	50	13	120	133	597
Ripley & Felton	217	550	114	664	589
Ripley & Lilienthal	**37**	100	224	324	665
Artesia Blvd at Greenbelt	92	13	25	38	2000
Inglewood & Grant Ave	18	21	17	38	2960


Total E-Bike and Bike Riders Adults & Students
250
200
150
100
50
0
Ripley & Felton
Felton & Grant
Artesia Blvd at Greenbelt
Vincent & Lucia
Emerald & Lucia
Flagler Ln & Havemeyer Ln
Ralston & Lilienthal
Flagler & Morgan
Ripley & Lilienthal
Beryl & Maria
Grant & Aviation
Robinson St & Vail Ave
Grant & Green
Harkness & Morgan
Prospect & Camino Real
Prospect & Knob Hill
Inglewood & Grant Ave
Rindge Ln & Plant Ave
Harkness & Carlson
Ralston & Inglewood
Beryl & Prospect
PV Bl & Helberta
Prospect & Ave G
182nd & Inglewood
Julia & Serpentine
MacKay Ln & Nelson Ave
Prospect & PV Bl
Prospect & Helberta
Julia & Knob Hill


Unaccompanied Student Pedestrians
600
500
400
300
200
100
0
Ripley & Felton
Ripley & Lilienthal
Emerald & Lucia
Felton & Grant
Vincent & Lucia
Inglewood & Grant Ave
Harkness & Carlson
Rindge Ln & Plant Ave
Julia & Knob Hill
Prospect & Helberta
Grant & Green
182nd & Inglewood
Robinson St & Vail Ave
Ralston & Lilienthal
Artesia Blvd at Greenbelt
Harkness & Morgan
Beryl & Maria
MacKay Ln & Nelson Ave
Flagler Ln & Havemeyer Ln
Flagler & Morgan
Prospect & Ave G
Julia & Serpentine
Prospect & Camino Real
Prospect & Knob Hill
Ralston & Inglewood
Grant & Aviation
Beryl & Prospect
PV Bl & Helberta
Prospect & PV Bl

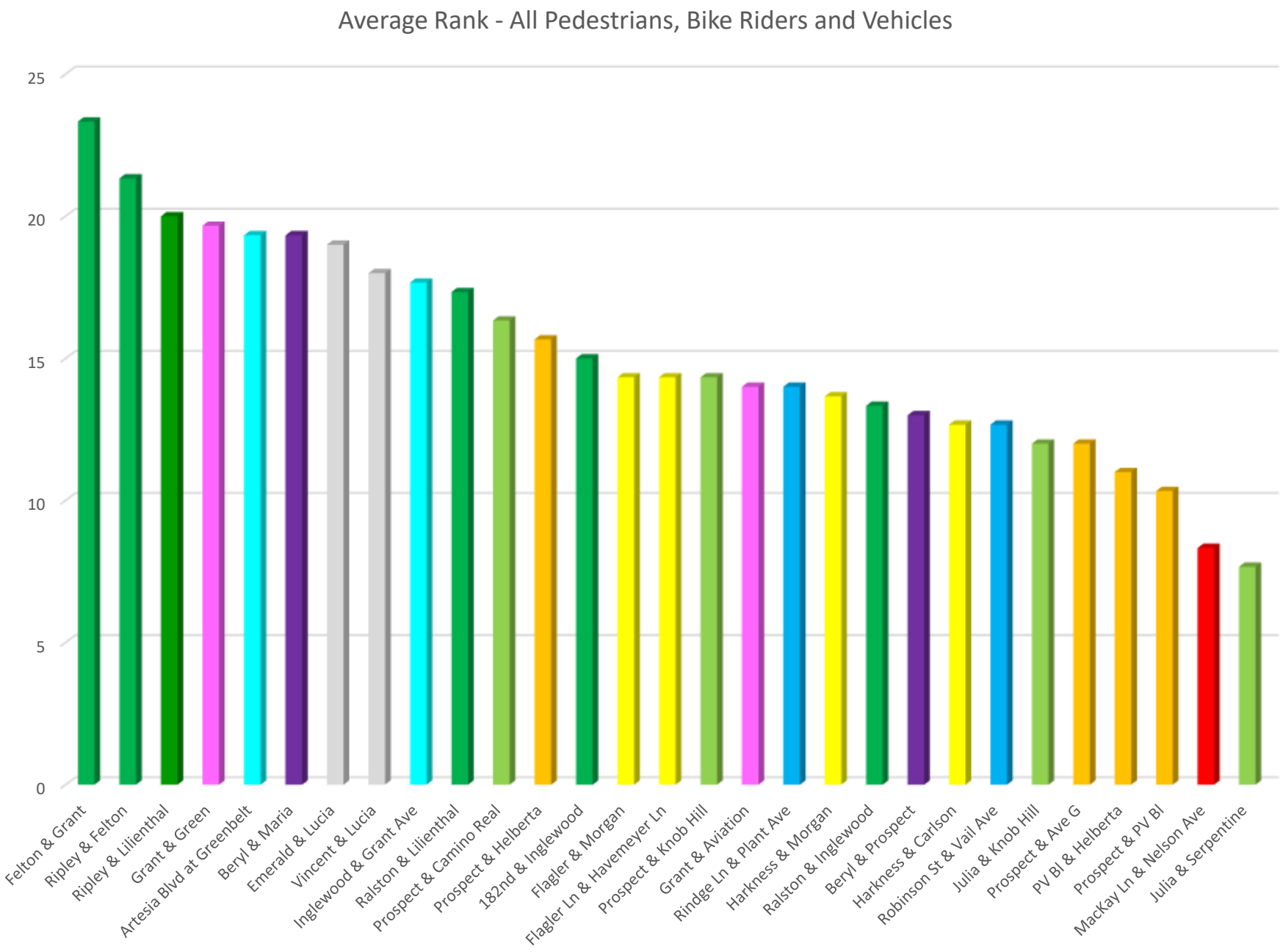

Total Pedestrians Adults & Students
700
600
500
400
300
200
100
0
Ripley & Felton
Ripley & Lilienthal
Rindge Ln & Plant Ave
Prospect & Helberta
Beryl & Maria
Grant & Green
Julia & Serpentine
Ralston & Lilienthal
Julia & Knob Hill
Harkness & Morgan
MacKay Ln & Nelson Ave
Felton & Grant
Harkness & Carlson
Prospect & Ave G
Robinson St & Vail Ave
Emerald & Lucia
Flagler Ln & Havemeyer Ln
Prospect & Knob Hill
Vincent & Lucia
Flagler & Morgan
PV Bl & Helberta
Prospect & PV Bl
Prospect & Camino Real
182nd & Inglewood
Artesia Blvd at Greenbelt
Inglewood & Grant Ave
Beryl & Prospect
Grant & Aviation
Ralston & Inglewood


Vehicles
4000
3500
3000
2500
2000
1500
1000
500
0
Beryl & Prospect
Prospect & Camino Real
182nd & Inglewood
Inglewood & Grant Ave
Artesia Blvd at Greenbelt
Ralston & Inglewood
Prospect & PV Bl
Grant & Aviation
PV Bl & Helberta
Prospect & Knob Hill
Prospect & Helberta
Felton & Grant
Grant & Green
Beryl & Maria
Prospect & Ave G
Vincent & Lucia
Emerald & Lucia
Flagler & Morgan
Julia & Knob Hill
Ripley & Lilienthal
Ralston & Lilienthal
Ripley & Felton
Flagler Ln & Havemeyer Ln
Harkness & Morgan
Harkness & Carlson
Robinson St & Vail Ave
Julia & Serpentine
Rindge Ln & Plant Ave
MacKay Ln & Nelson Ave

Intersection	Total E-Bike and Bike Riders Ranking	Total Pedestrians Ranking	Total Vehicles Ranking	Average
Felton & Grant	28	24	18	23.33333
Ripley & Felton	29	27	8	21.33333
Ripley & Lilienthal	**21**	29	10	20
Grant & Green	17	25	17	19.66667
Artesia Blvd at Greenbelt	27	8	23	19.33333
Beryl & Maria	20	22	16	19.33333
Emerald & Lucia	25	19	13	19
Vincent & Lucia	26	14	14	18
Inglewood & Grant Ave	15	12	26	17.66667
Ralston & Lilienthal	23	20	9	17.33333
Prospect & Camino Real	15	6	28	16.33333
Prospect & Helberta	2	26	19	15.66667
182nd & Inglewood	8	10	27	15
Flagler & Morgan	22	9	12	14.33333
Flagler Ln & Havemeyer Ln	24	12	7	14.33333
Prospect & Knob Hill	15	8	20	14.33333
Grant & Aviation	19	1	22	14
Rindge Ln & Plant Ave	12	28	2	14
Harkness & Morgan	16	19	6	13.66667
Ralston & Inglewood	11	4	25	13.33333
Beryl & Prospect	9	1	29	13
Harkness & Carlson	11	22	5	12.66667
Robinson St & Vail Ave	18	16	4	12.66667
Julia & Knob Hill	1	24	11	12
Prospect & Ave G	7	14	15	12
PV Bl & Helberta	7	5	21	11
Prospect & PV Bl	3	4	24	10.33333
MacKay Ln & Nelson Ave	5	19	1	8.333333
Julia & Serpentine	5	15	3	7.666667

Intersections given a rank for each category: 29 the busiest and 1 the least busy. Average for each category determined the ranking order.

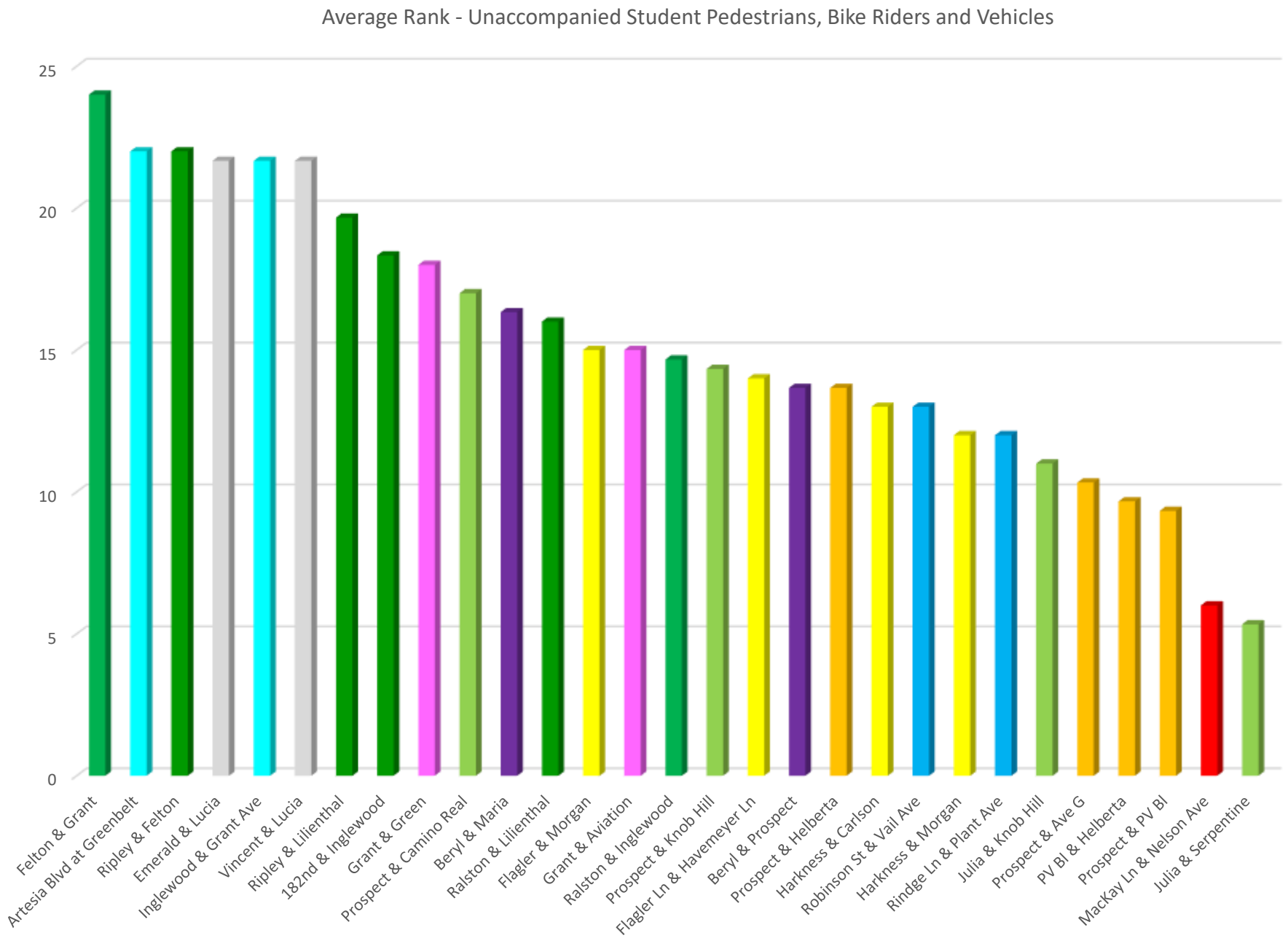
This chart includes all pedestrians (adults and students), all bike riders and all vehicles.


Average Rank - All Pedestrians, Bike Riders and Vehicles
25
20
15
10
5
0
Felton & Grant
Ripley & Felton
Ripley & Lilienthal
Grant & Green
Artesia Blvd at Greenbelt
Beryl & Maria
Emerald & Lucia
Vincent & Lucia
Inglewood & Grant Ave
Ralston & Lilienthal
Prospect & Camino Real
Prospect & Helberta
182nd & Inglewood
Flagler & Morgan
Flagler Ln & Havemeyer Ln
Prospect & Knob Hill
Grant & Aviation
Rindge Ln & Plant Ave
Harkness & Morgan
Ralston & Inglewood
Beryl & Prospect
Harkness & Carlson
Robinson St & Vail Ave
Julia & Knob Hill
Prospect & Ave G
PV Bl & Helberta
Prospect & PV Bl
MacKay Ln & Nelson Ave
Julia & Serpentine

Intersection	Total E-Bike and Bike Riders Ranking	Unaccompanied Student Pedestrians Ranking	Vehicles	Average
Felton & Grant	28	26	18	24
Artesia Blvd at Greenbelt	27	16	23	22
Ripley & Felton	29	29	8	22
Emerald & Lucia	25	27	13	21.66666667
Inglewood & Grant Ave	15	24	26	21.66666667
Vincent & Lucia	26	25	14	21.66666667
Ripley & Lilienthal	**21**	28	10	19.66666667
182nd & Inglewood	8	20	27	18.33333333
Grant & Green	17	20	17	18
Prospect & Camino Real	15	8	28	17
Beryl & Maria	20	13	16	16.33333333
Ralston & Lilienthal	23	16	9	16
Flagler & Morgan	22	11	12	15
Grant & Aviation	19	4	22	15
Ralston & Inglewood	11	8	25	14.66666667
Prospect & Knob Hill	15	8	20	14.33333333
Flagler Ln & Havemeyer Ln	24	11	7	14
Beryl & Prospect	9	3	29	13.66666667
Prospect & Helberta	2	20	19	13.66666667
Harkness & Carlson	11	23	5	13
Robinson St & Vail Ave	18	17	4	13
Harkness & Morgan	16	14	6	12
Rindge Ln & Plant Ave	12	22	2	12
Julia & Knob Hill	1	21	11	11
Prospect & Ave G	7	9	15	10.33333333
PV Bl & Helberta	7	1	21	9.666666667
Prospect & PV Bl	3	1	24	9.333333333
MacKay Ln & Nelson Ave	5	12	1	6
Julia & Serpentine	5	8	3	5.333333333

Intersections given a rank for each category: 29 the busiest and 1 the least busy. Average for each category determined the ranking order.

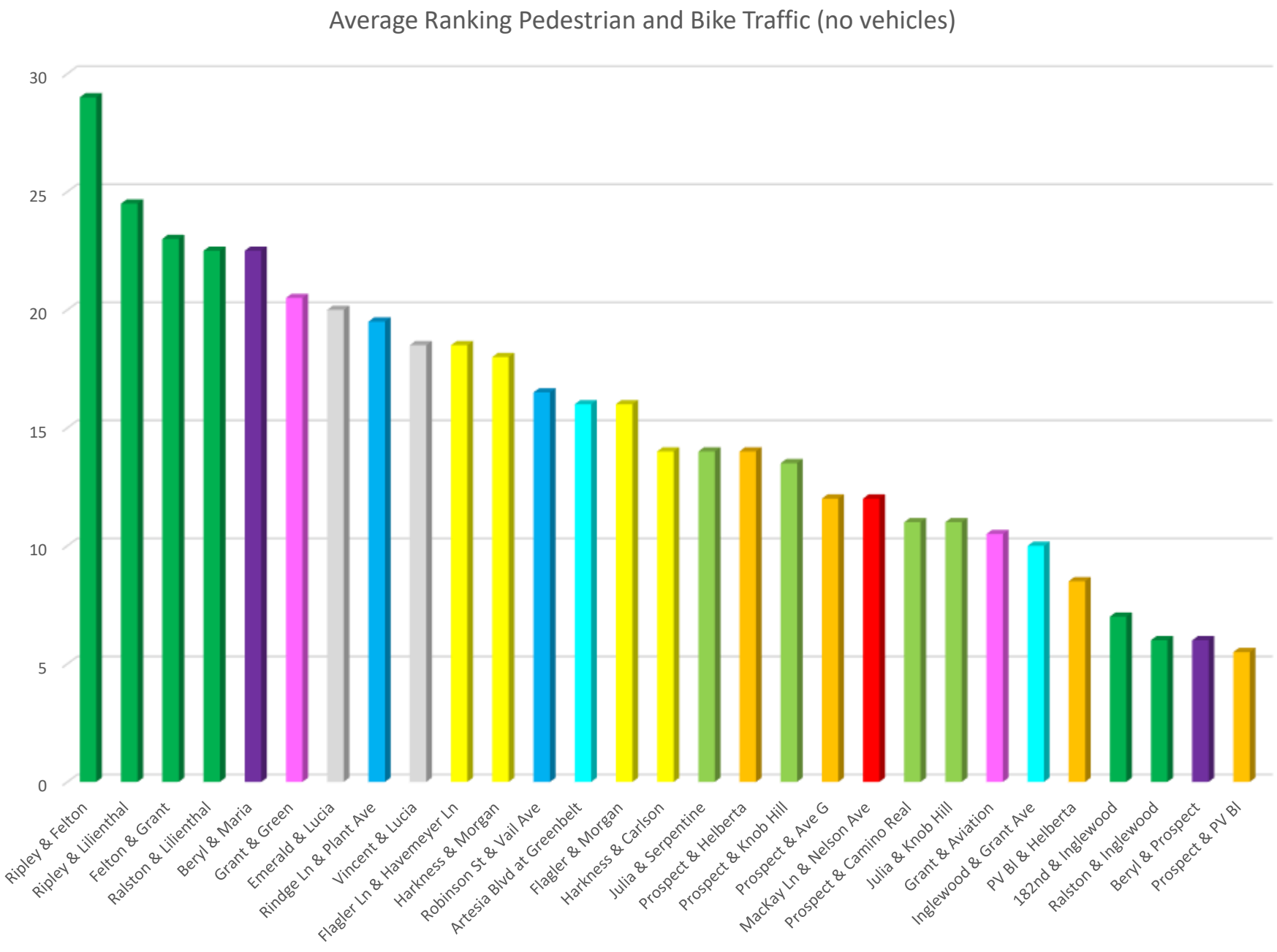
This chart includes all unaccompanied student pedestrians, all bike riders and all vehicles.


Average Rank - Unaccompanied Student Pedestrians, Bike Riders and Vehicles
25
20
15
10
5
0
Felton & Grant
Artesia Blvd at Greenbelt
Ripley & Felton
Emerald & Lucia
Inglewood & Grant Ave
Vincent & Lucia
Ripley & Lilienthal
182nd & Inglewood
Grant & Green
Prospect & Camino Real
Beryl & Maria
Ralston & Lilienthal
Flagler & Morgan
Grant & Aviation
Ralston & Inglewood
Prospect & Knob Hill
Flagler Ln & Havemeyer Ln
Beryl & Prospect
Prospect & Helberta
Harkness & Carlson
Robinson St & Vail Ave
Harkness & Morgan
Rindge Ln & Plant Ave
Julia & Knob Hill
Prospect & Ave G
PV Bl & Helberta
Prospect & PV Bl
MacKay Ln & Nelson Ave
Julia & Serpentine

Intersection	Total Pedestrians	Total E-Bike and Bike Riders	Average Rank
Ripley & Felton	29	29	29
Ripley & Lilienthal	28	**21**	**24.5**
Felton & Grant	18	28	23
Ralston & Lilienthal	22	23	22.5
Beryl & Maria	25	20	22.5
Grant & Green	24	17	20.5
Emerald & Lucia	15	25	20
Rindge Ln & Plant Ave	27	12	19.5
Vincent & Lucia	11	26	18.5
Flagler Ln & Havemeyer Ln	13	24	18.5
Harkness & Morgan	20	16	18
Robinson St & Vail Ave	15	18	16.5
Artesia Blvd at Greenbelt	5	27	16
Flagler & Morgan	10	22	16
Harkness & Carlson	17	11	14
Julia & Serpentine	23	5	14
Prospect & Helberta	26	2	14
Prospect & Knob Hill	12	15	13.5
Prospect & Ave G	16	8	12
MacKay Ln & Nelson Ave	19	5	12
Prospect & Camino Real	7	15	11
Julia & Knob Hill	21	1	11
Grant & Aviation	2	19	10.5
Inglewood & Grant Ave	5	15	10
PV Bl & Helberta	9	8	8.5
182nd & Inglewood	6	8	7
Ralston & Inglewood	1	11	6
Beryl & Prospect	3	9	6
Prospect & PV Bl	8	3	5.5

Intersections given a rank for each category: 29 the busiest and 1 the least busy. Average for each category determined the ranking order.

This chart includes all pedestrians and all bike riders. No motor vehicles.


Average Ranking Pedestrian and Bike Traffic (no vehicles)
30
25
20
15
10
5
0
Ripley & Felton
Ripley & Lilienthal
Felton & Grant
Ralston & Lilienthal
Beryl & Maria
Grant & Green
Emerald & Lucia
Rindge Ln & Plant Ave
Vincent & Lucia
Flagler Ln & Havemeyer Ln
Harkness & Morgan
Robinson St & Vail Ave
Artesia Blvd at Greenbelt
Flagler & Morgan
Harkness & Carlson
Julia & Serpentine
Prospect & Helberta
Prospect & Knob Hill
Prospect & Ave G
MacKay Ln & Nelson Ave
Prospect & Camino Real
Julia & Knob Hill
Grant & Aviation
Inglewood & Grant Ave
PV Bl & Helberta
182nd & Inglewood
Ralston & Inglewood
Beryl & Prospect
Prospect & PV Bl

		90 min AM Data by RBPD				*Intersection Conditions*					*Assessment*
Crossing Guard Location	**School**	**# Bikes**	**# Peds**	**Total Bike/Ped[1]**	**# Vehicles[2]**	**Total # Of Lanes Approaching[2]**	**Speed Limit >25?**	**Signalized Intersection?**	**Multilane Street Approach?**	**Meets Suggested CAMUTCD Adult Guard Thresholds[3]?**	**Potential Locations to Vacate and Possible AAA School Safety Patrol Location[4]?**
Flagler/Havemeyer	Jefferson	57	74	131	586	4					Yes
Flagler/Morgan	Jefferson	49	65	114	742	4					Yes
Harkness/Carlson	Jefferson	14	102	116	490	2					Yes
Harkness/Morgan	Jefferson	19	129	148	557	3					Yes
Julia/Serpentine	Alta Vista	8	136	144	398	3					Yes
Prospect/Camino Real	Alta Vista	18	46	64	3190	12	X	X	X	X	No
Julia/Knob Hill	Alta Vista	3	132	135	734	3					Yes
Prospect/Knob Hill	Alta Vista	18	69	87	2233	10	X	X	X	X	No
Rindge/Plant	Lincoln	16	233	249	261	3					Yes
Robinson/Vail	Lincoln	24	92	116	470	4					Yes
Mackay/Nelson	Madison	8	129	137	111	3					Yes
PVB/Helberta	Tulita	10	55	65	2275	8	X		X	X	No
Prospect/Helberta	Tulita	5	194	199	1947	7	X		X	X	No
Prospect/PV Blvd.	Tulita	7	49	56	2794	13	X	X	X	X	No
Prospect/Ave G	St. Lawrence (Pvt.)	10	97	107	1255	5	X		X	X	No
Emerald/Lucia	Parras MS	63	92	155	761	6	X				Yes
Vincent/Lucia	Parras MS	69	68	137	1003	4				X	Yes
Beryl/Prospect	Beryl Hgts	13	37	50	3519	11	X	X	X	X	No
Beryl/Maria	Beryl Hgts	33	191	224	1364	8	X	X		X	No
Grant/Aviation	Birney	27	35	62	2316	9	X	X	X	X	No
Grant/Green	Birney	21	169	190	1742	8	X	X		X	No
Inglewood/182nd	Washington/Adams	10	39	49	3093	7	X	X	X	X	No
Grant/Felton	Washington/Adams	174	128	302	1892	8	X	X		X	No
Inglewood/Ralston	Washington/Adams	14	26	40	2827	7	X	X	X	X	No
Ralston/Lilienthal	Washington/Adams	50	133	183	597	7					Yes
Ripley/Felton	Washington/Adams	217	664	881	589	4	X				No
Ripley/Lilienthal	Washington/Adams	37	324	361	665	4	X				No

Notes: [1]Darker green bars show relatively higher bike/ped volumes.

[2]Darker red bars show relatively higher vehicular volumes or higher number of approach lanes (formal or defacto).

[3]California MUTCD (CAMUTCD), which governs public street design, provides guidance thresholds for when an adult crossing guard could be deployed.

[4]*Intersection Conditions,* volumes, and other factors were used to determine location feasibility to vacate and/or introduce the AAA School Safety Patrol Program.

City	School District	# of Schools	Total # of crossing guard posts	City employees vs. contract	Crossing guards per School	Funding from the School District	City Cost (FY 25-26)
Redondo	Redondo Beach Unified School District	11	27 posts	12 part-time positions allocated in the budget, supplemented with contract services (ACMS)	2.45	None	$579,600
Torrance	Torrance Unified School District	29	32 posts	16 part-time positions allocated in the budget, supplemented with contract services (ACMS)	1.10	None	$620,472
Hermosa	Hermosa Beach School District	3	14 posts	Fully contracted (ACMS)	4.67	None	$315,315
Manhattan Beach	Manhattan Beach School District	7	26 posts	Fully contracted (ACMS)	3.71	None	$500,000
Lawndale	Lawndale Elementary School District	8	8 posts	Fully contracted (ACMS)	1.00	None	$161,936
Hawthorne	Hawthorne School District	11	12 posts	Fully contracted (ACMS)	1.09	The City cost is paid to the School District	$117,500

Rancho Palos Verdes	Palos Verdes Peninsula Unified School District*	16	7 posts (4 schools)	Fully contracted (ACMS)	1.75	43% City 57% School District and Peninsula Education Foundation	$64,400
Rolling Hills Estates			4 posts (3 schools)		1.33	City only pays for 4 posts; additional posts are covered by the School District	$96,837
Riverside	Alvord Unified School District	15 (13 additional sites are 100% covered by the school district)	87 posts	Fully contracted (ACMS)	1.05	45% City 55% School District	$714,873
	Riverside Unified School District	49 (6 additional sites are 100% covered by the school district)					

**Confirmed Palos Verdes Estates and Rolling Hills do not have crossing guards*

Updated as of August 15, 2025

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TRANSIT SERVICE OPERATION AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND THE CITY OF MANHATTAN BEACH

THIS TRANSIT SERVICE OPERATION AGREEMENT (this "Agreement") is entered into by and between the City of Redondo Beach ("Redondo Beach"), on behalf of Beach Cities Transit ("BCT"), which is a division of Redondo Beach, and the City of Manhattan Beach ("Manhattan Beach"). Redondo Beach and Manhattan Beach are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. WHEREAS, on July 1, 2006, Redondo Beach and Manhattan Beach entered into that certain Transit Service Operation Agreement ("First Agreement") to enable BCT Line 109 as described in Attachment A to take over public transportation services for the discontinued Los Angeles County Metropolitan Transportation Authority Line 439 for a two (2) year term.

B. WHEREAS, Redondo Beach and Manhattan Beach subsequently entered into agreements relating to Line 109 in 2008, 2010, 2011, 2012, 2013, 2015, 2016, 2017, and 2018 (the "2018 Agreement").

C. WHEREAS, the 2018 Agreement expired on June 30, 2019, and no new agreement was established for that year.

D. WHEREAS, Redondo Beach and Manhattan Beach entered into agreements relating to Line 109 in 2020, 2021, 2022, 2023, and 2024 (the "2024 Agreement") following this lapse.

E. WHEREAS, the 2024 Agreement expires on June 30, 2025, and the Parties desire to enter into a new agreement with the terms and conditions set forth below.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. TERM

This Agreement shall be effective as of July 1, 2025, and shall have a one (1) year term expiring on June 30, 2026. The Parties acknowledge that an agreement in similar form to this Agreement or an amendment may be negotiated for continued Line 109 service beyond June 30, 2026. In the event Manhattan Beach intends to renew this Agreement, Manhattan Beach shall notify Redondo Beach of its intent to renew at least 182 days prior to the expiration of this term.

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2. **SERVICE DESCRIPTION**

a. Redondo Beach shall engage a qualified transportation contractor to provide bus services to Line 109 consistent with the maps shown in Attachment A, which is attached hereto and by this reference incorporated herein ("Line 109" or the "Service").

b. Redondo Beach shall engage a qualified transportation contractor to provide bus services to Line 109 on the days of the week and service times, and at frequencies of service equal to or better than that which was operated by Redondo Beach immediately prior to the effective date of this Agreement. The service schedules for Line 109, as illustrated in Attachment B, are attached hereto and by this reference incorporated herein.

c. Redondo Beach may adjust the route and schedule of Line 109; however, any changes or reductions to the Service in excess of 10% of service hours shall be brought to Manhattan Beach in writing for review and comment prior to implementation.

d. Redondo Beach reserves its rights, at its sole discretion, to enter into contracts for Line 109 service with any other provider of its choice at any time without the approval of Manhattan Beach. Redondo Beach shall be responsible for any and all aspects of administration of the service contract, and shall assure that the contract includes provisions pertaining to insurance, age, maintenance and operation of vehicles, driver qualifications and other similar provisions typical of an agreement of that kind.

e. Redondo Beach shall base the percentage of cost for Line 109 on the route service mile calculations, as illustrated in Attachment C, which is attached hereto and by this reference incorporated herein.

3. PASSENGER FARES

Redondo Beach may charge fares for the Service consistent with its existing fixed-route service. Redondo Beach will accept interagency transfers with adjacent transit operators and participate in the EZ Pass Program. Redondo Beach shall retain all farebox revenues. BCT Line 109 passenger fare revenues shall be used to offset operation expenses.

4. **FUNDING**

a. For costs associated with the operation of Line 109, Manhattan Beach shall pay Redondo Beach in accordance with this Section. Manhattan Beach shall not pay Redondo Beach for capital costs related to Service Operating Expenses, as described more fully in subsection 4.B, nor shall Manhattan Beach provide equipment to operate the Service.

b. FY 2025-2026: Operations Funding from Manhattan Beach shall be $25,326 for fiscal year 2025-2026.

The Parties agree that, in the event this Agreement is extended or amended and Manhattan Beach agrees to provide operations funding, the amount of that funding will

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be derived from the percentage of cost for Line 109, which is based on the route service mile calculations illustrated in Attachment C.

c. Service Operating Expenses are incorporated in the service hour rates and include without limitation, driver wages, general administration and overhead, and maintenance costs. Real Time Information ("RTI") Systems Operating Expenses include without limitation, RTI Systems, passenger/administration interface programs, cellular and internet hosting of RTI services and report management programs.

d. Redondo Beach is responsible for all marketing and promotion of the service. Notwithstanding the foregoing, Manhattan Beach may advertise at its sole expense, but any reference to BCT must be approved in writing by Redondo Beach prior to such reference. Only the BCT logo may be used to advertise or market the service.

e. On a quarterly basis, BCT will meet with Manhattan Beach to develop additional marketing strategies directed towards increasing BCT Line 109 ridership. Manhattan Beach shall provide assistance for public outreach and information to target Manhattan Beach residents and non-resident community members.

5. **REPORTING/INVOICING**

a. Redondo Beach shall report to Manhattan Beach on a quarterly basis, all of the following data for the Line 109 Service:

i. Passengers carried

ii. Revenue hours operated

iii. Revenue miles operated

iv. Total operating costs, which includes Service Operating Expenses and RTI Systems Capital and Operating Expenses.

b. Redondo Beach shall submit said report to the Manhattan Beach City Manager in writing within forty-five (45) days after the end of each reporting quarter.

c. Redondo Beach shall submit quarterly reports to the Manhattan Beach City Manager.

d. Redondo Beach shall incorporate Line 109 data into its Federal Transit Administration's National Transit Data (NTD) annual report for the entire BCT fixed route transportation system. Redondo Beach shall provide to Manhattan Beach annual NTD random sampling data which provides the statistics to estimate the number of passengers boarding and alighting by stop in Manhattan Beach and the total estimated Manhattan Beach passengers. Redondo Beach shall be responsible for any and all aspects of administration of the service contract and shall include provisions pertaining to insurance.

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e. Manhattan Beach retains the right to audit the BCT's records of Line 109 Service and to periodically monitor the Service.

f. Redondo Beach shall schedule quarterly joint meetings with the partnering cities of El Segundo, Hermosa Beach, and Manhattan Beach. Redondo Beach will provide a quarterly update of Line 109 services and discuss coordinated marketing and public outreach efforts and operating and financing issues that affect BCT services.

6. **INSPECTION OF RECORDS**

BCT records relevant to this Agreement shall be available for inspection by Manhattan Beach at all reasonable times for a period of at least three (3) years or after the expiration date, whichever comes first.

7. **NON-DISCRIMINATION**

No person shall on the grounds of race, color, religion, national origin, ancestry, age, sex, gender, gender identity, gender expression, age, sexual orientation, marital status, genetic information, physical or mental disability, military or veteran status, or any other protected classification under applicable federal or state law, be excluded from participation in, or be subject to discrimination in the operation of the Line 109 Service.

8. **COORDINATION**

a. Redondo Beach shall coordinate its BCT services, to the extent practical, so that passengers transferring between transit operators will have minimal waiting times. This coordination will require transit agencies to communicate with each other as many weeks as possible in advance of any planned schedule change to the services that may affect passenger transfers.

b. The Manhattan Beach Project Manager for this project shall be the City Manager or designee. The BCT coordinator for this project shall be the Community Services Director or designee.

9. **WAIVER OF BREACH**

The waiver of each Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

10. **NOTICES**

a. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall be given as follows:

i. Personal Delivery. When personally delivered to the recipient, notice is effective on delivery.

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ii. First Class Mail. When mailed first class to the last address of the recipient known to the Party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

iii. Certified Mail. When mailed via certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

iv. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

v. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the Party giving notice, notice is effective upon receipt. Any notice given by fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice shall be as follows:

Beach Cities Transit:
City of Redondo Beach
Transit Manager
Attention: Line 109
415 Diamond Street
Redondo Beach, CA 90277
Fax Number: (310) 798-8273

Email: tyron.gunn@redondo.org

With a copy to:
City of Redondo Beach
The City Clerk's Office
415 Diamond Street
Redondo Beach, CA 90277-2836
Fax Number: (310) 374-0220

Email: cityclerk@redondo.org

City of Manhattan Beach:
City of Manhattan Beach
City Manager
Attention: Line 109
1400 Highland Avenue
Manhattan Beach, CA 90266-4795
Fax Number: (310) 802-5051

Email: tmirzakhanian@manhattanbeach.gov

With a copy to:
City Clerk
City of Manhattan Beach
1400 Highland Avenue

Docusign Envelope ID: F36EA9EE-CA0E-4592-BFB4-AF7E731C61DA

Manhattan Beach, CA 90266-4795
Fax Number: (310) 802-5051

cityclerk@manhattanbeach.gov

b. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified, shall be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

c. Either Party may change its address, email, or fax number by giving the other Party written notice of the change.

11. **SEVERABILITY**

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

12. **INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of Manhattan Beach and Redondo Beach as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the subject matter hereof. This Agreement may not be modified or altered except by written amendment executed by both Parties.

13. **INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

14. **GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from this Agreement will be in Los Angeles County, California.

15. **COMPLIANCE WITH STATUTES AND REGULATIONS**

BCT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

16. **NON-LIABILITY OF CITIES**

No officer or employee of either city shall be personally liable to the other, in the event of any default or breach thereunder.

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17. **INDEMNIFICATION**

To the fullest extent permitted by law, each Party hereby agrees to defend, protect, indemnify and hold harmless the other Party, its elected and appointed officials, officers, employees, contractors, volunteers, agents, and members of boards and commissions from and against any and all loss, damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, and judgments, including reasonable attorney's fees, expert fees and costs of suit arising directly or indirectly from or in any manner related to or in connection with or caused by the performance or failure of the Party, its agents, contractors or employees to perform the services required of the Party under the terms of this Agreement.

18. **AUTHORITY**

Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to enter into and execute this Agreement on behalf of each respective Party.

SIGNATURES FOLLOW ON NEXT PAGE

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IN WITNESS WHEREOF, the Parties have executed this Agreement in Redondo Beach, California, as of this ____ day of _____, 2025.

CITY OF REDONDO BEACH

By: _____
James A. Light, Mayor

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

_____
Michael W. Webb, City Attorney

CITY OF MANHATTAN BEACH

By: Signed by: Talyn Mirzakhanian E8FEFD107389443... 6/18/2025
Talyn Mirzakhanian, City Manager

ATTEST:

DocuSigned by: Liza Tamura, City Clerk 975D2FFB9D8446B... 6/19/2025
Liza Tamura, City Clerk

APPROVED AS TO FORM:

DocuSigned by: Quinn M. Barrow, City Attorney C24C6E263545445... 6/18/2025
Quinn M. Barrow, City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by: Libby Bretthauer 116B18F3F0AC450... 6/16/2025
Libby Bretthauer, Acting Finance Director

APPROVED AS TO CONTENT:

Signed by: Michael Codron F7CFE0C288E5423... 6/13/2025
Michael Codron, Interim Community Development Director

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Attachment A: Line 109 Map



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Attachment B: BCT Line 109 Time Schedule

Line 109 Redondo Beach Riviera Village – LAX City Bus Center

NORTHBOUND Redondo Beach Riviera Village to LAX City Bus Center

SOUTHBOUND LAX City Bus Center to Redondo Beach Riviera Village

MONDAY THROUGH FRIDAY

7 Palos Verdes Bl & Via Valencia	8 Hermosa Ave & 10th St	9 Highland Ave & 14th St	10 Park Place at Douglas (1) (K)	11 Main St & Holly Ave	12 Aviation Bl & Imperial Hwy	13 LAX/Metro TC (1) (C) (K)
–	–	–	–	–	–	–
–	–	–	–	–	–	–
6:00	6:17	6:28	6:42	6:53	7:03	7:08
6:30	6:47	6:58	7:12	7:23	7:33	7:38
7:08	7:25	7:36	7:50	8:01	8:11	8:16
7:38	7:55	8:06	8:20	8:35	8:45	8:50
8:36	8:53	9:04	9:18	9:33	9:43	9:48
9:06	9:23	9:34	9:48	10:03	10:13	10:18
9:54	10:11	10:22	10:36	10:51	11:01	11:06
10:28	10:45	10:56	11:10	11:25	11:35	11:40
11:26	11:43	11:54	**12:08**	**12:23**	**12:33**	**12:38**
11:56	**12:13**	**12:24**	**12:38**	**12:53**	**1:03**	**1:08**
12:49	**1:06**	**1:17**	**1:31**	**1:46**	**1:56**	**2:01**
1:23	**1:40**	**1:51**	**2:05**	**2:20**	**2:30**	**2:35**
2:21	**2:38**	**2:49**	**3:03**	**3:18**	**3:28**	**3:33**
2:51	**3:08**	**3:19**	**3:33**	**3:48**	**3:58**	**4:03**
3:39	**3:56**	**4:07**	**4:21**	**4:36**	**4:46**	**4:51**
4:13	**4:30**	**4:41**	**4:55**	**5:10**	**5:20**	**5:25**
5:11	**5:28**	**5:39**	**5:53**	**6:08**	**6:18**	**6:23**
5:41	**5:58**	**6:09**	**6:23**	**6:38**	**6:48**	**6:53**
6:29	**6:46**	**6:57**	**7:11**	**7:26**	**7:36**	**7:41**
7:03	**7:20**	**7:31**	**7:45**	**8:00**	**8:10**	**8:15**
7:56	**8:13**	**8:24**	**8:38**	**8:53**	**9:03**	**9:08**
AM	**PM**					

13 LAX/Metro TC (1) (C) (K)	12 Aviation Bl & Imperial Hwy	11 Main St & Holly Ave	10 Park Place at Douglas (1) (K)	9 Highland Ave & 14th St	8 Hermosa Ave & 11th St	7 Palos Verdes Bl & Via Valencia
5:45	5:50	6:04	6:22	6:34	6:43	6:58
6:15	6:20	6:34	6:52	7:04	7:13	7:28
7:13	7:18	7:32	7:50	8:02	8:11	8:26
7:43	7:48	8:02	8:20	8:32	8:41	8:56
8:31	8:36	8:50	9:08	9:20	9:29	9:44
9:05	9:10	9:24	9:42	9:54	10:03	10:18
10:03	10:08	10:22	10:40	10:52	11:01	11:16
10:33	10:38	10:52	11:10	11:22	11:31	11:46
11:26	11:31	11:45	**12:03**	**12:15**	**12:24**	**12:39**
12:00	**12:05**	**12:19**	**12:37**	**12:49**	**12:58**	**1:13**
12:58	**1:03**	**1:17**	**1:35**	**1:47**	**1:56**	**2:11**
1:28	**1:33**	**1:47**	**2:05**	**2:17**	**2:26**	**2:41**
2:16	**2:21**	**2:35**	**2:53**	**3:05**	**3:14**	**3:29**
2:50	**2:55**	**3:09**	**3:27**	**3:39**	**3:48**	**4:03**
3:48	**3:53**	**4:07**	**4:25**	**4:37**	**4:46**	**5:01**
4:18	**4:23**	**4:37**	**4:55**	**5:07**	**5:16**	**5:31**
5:06	**5:11**	**5:25**	**5:43**	**5:55**	**6:04**	**6:19**
5:40	**5:45**	**5:59**	**6:17**	**6:29**	**6:38**	**6:53**
6:38	**6:43**	**6:57**	**7:15**	**7:27**	**7:36**	**7:51**
7:08	**7:13**	**7:27**	**7:45**	**7:57**	**8:06**	**8:21**
7:56	**8:01**	**8:15**	**8:33**	**8:45**	**8:54**	**9:09**
AM	**PM**					

SATURDAY & SUNDAY

7	8	9	10	11	12	13
–	–	–	–	–	–	–
6:05	6:22	6:33	6:47	7:02	7:12	7:17
7:05	7:22	7:33	7:47	8:02	8:12	8:17
8:08	8:25	8:36	8:50	9:05	9:15	9:20
8:45	9:02	9:13	9:27	9:42	9:52	9:57
9:45	10:02	10:13	10:27	10:42	10:52	10:57
10:58	11:15	11:26	11:40	11:55	**12:05**	**12:10**
11:35	11:52	**12:03**	**12:17**	**12:32**	**12:42**	**12:47**
12:35	**12:52**	**1:03**	**1:17**	**1:32**	**1:42**	**1:47**
1:53	**2:10**	**2:21**	**2:35**	**2:50**	**3:00**	**3:05**
2:30	**2:47**	**2:58**	**3:12**	**3:27**	**3:37**	**3:42**
3:30	**3:47**	**3:58**	**4:12**	**4:27**	**4:37**	**4:42**
4:43	**5:00**	**5:11**	**5:25**	**5:40**	**5:50**	**5:55**
5:20	**5:37**	**5:48**	**6:02**	**6:17**	**6:27**	**6:32**
6:20	**6:37**	**6:48**	**7:02**	**7:17**	**7:27**	**7:32**
7:33	**7:50**	**8:01**	**8:15**	**8:30**	**8:40**	**8:45**
8:05	**8:22**	**8:33**	**8:47**	**9:02**	**9:12**	**9:17**
AM	**PM**					

13	12	11	10	9	8	7
6:45	6:50	7:04	7:22	7:34	7:43	7:58
7:22	7:27	7:41	7:59	8:11	8:20	8:35
8:22	8:27	8:41	8:59	9:11	9:20	9:35
9:35	9:40	9:54	10:12	10:24	10:33	10:48
10:12	10:17	10:31	10:49	11:01	11:10	11:25
11:12	11:17	11:31	11:49	**12:01**	**12:10**	**12:25**
12:30	**12:35**	**12:49**	**1:07**	**1:19**	**1:28**	**1:43**
1:07	**1:12**	**1:26**	**1:44**	**1:56**	**2:05**	**2:20**
2:07	**2:12**	**2:26**	**2:44**	**2:56**	**3:05**	**3:20**
3:20	**3:25**	**3:39**	**3:57**	**4:09**	**4:18**	**4:33**
3:57	**4:02**	**4:16**	**4:34**	**4:46**	**4:55**	**5:10**
4:57	**5:02**	**5:16**	**5:34**	**5:46**	**5:55**	**6:10**
6:10	**6:15**	**6:29**	**6:47**	**6:59**	**7:08**	**7:23**
6:47	**6:52**	**7:06**	**7:24**	**7:36**	**7:45**	**8:00**
7:47	**7:52**	**8:06**	**8:24**	**8:36**	**8:45**	**9:00**
8:50	**8:55**	**9:09**	**9:27**	**9:39**	**9:48**	**10:03**
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Attachment C
Beach Cities Transit Line 109
Route Service Mile Calculations by City

Route Miles	NB Miles	SB Miles	*Average Miles Per City*	*Allocation Formula %*
Redondo Beach & Los Angeles	5.3	6.9	***6.1***	***34.95%***
Hermosa Beach	2.2	1.6	***1.90***	***10.89%***
Manhattan Beach	3.4	2.2	***2.8***	***16.05%***
El Segundo	7.7	5.6	***6.65***	***38.11%***
Total Miles	18.6	16.3	***17.45***	***100.00%***