

**FOURTH AMENDMENT TO THE AGREEMENT  
FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH  
AND ON THE WING FALCONRY INC.**

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Fourth Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and On the Wing Falconry Inc, a California corporation ("Contractor").

WHEREAS, on November 29, 2016, the parties entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, on November 7, 2017, the parties entered into the First Amendment to the Agreement for Project Services between the City and Contractor (the "First Amendment") to modify the scope of services, extend the Agreement to November 30, 2018, increase the daily rate to a not to exceed amount of \$550 and increase Contractor's total limit on compensation to the amount of \$195,000 effective December 1, 2017; and

WHEREAS, on October 16, 2018, the parties entered into the Second Amendment to the Agreement for Project Services between the City and Contractor (the "Second Amendment") to extend the Agreement to November 30, 2019, and increase Contractor's total limit on compensation to the amount of \$305,000 effective December 1, 2018; and

WHEREAS, on October 15, 2019, the parties entered into the Third Amendment to the Agreement for Project Services between the City and Contractor (the "Third Amendment") to extend the Agreement to November 30, 2020, and increase Contractor's total limit on compensation to the amount of \$426,000 effective December 1, 2019; and

WHEREAS, the parties desire to modify the scope of services, extend the term and increase the limit on Contractor's total compensation.

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

1. Scope of Services. Exhibits "A" to "A-1" of the Agreement are hereby amended to add Exhibit "A-2", which reduces the estimated average number of falcon flying days from four and half days to two days per week. Exhibit "A-2" is attached hereto and incorporated by reference.
2. Term. Exhibits "B" to B-3" of the Agreement are hereby amended to add Exhibit "B-4", which extends the Agreement to June 30, 2021. Exhibit "B-4" is attached

hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibit "A-4" in accordance with the schedule set forth in Exhibit "B-4".


3. Compensation. Exhibits "C" to "C-3" of the Agreement are hereby amended to add Exhibit "C-4" to decrease Contractor's daily rate to a not to exceed amount of \$600 commencing July 7, 2020 and increase the limit on total compensation to the amount to \$433,183. Exhibit "C-4" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A-2".
4. No Other Amendments. The Agreement, First Amendment, Second Amendment, Third Amendment and this Fourth Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, Third Amendment and this Fourth Amendment, the terms of this Fourth Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment in Redondo Beach, California, as of this 7th day of July,

CITY OF REDONDO BEACH,  
a chartered municipal corporation

ON THE WING FALCONRY INC,  
a California corporation

DocuSigned by:  
  
E641367291DF4E4...  
William C. Brand, Mayor

DocuSigned by:  
  
By: Rocky John Post  
Name: Rocky John Post  
Title: Owner

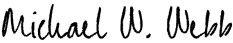
ATTEST:

APPROVED:

DocuSigned by:  
  
72E24C718C214CE...  
Eleanor Manzano, City Clerk

DocuSigned by:  
  
ABED8CF85EEF40C...  
Risk Manager  
Diane Strickfaden

APPROVED AS TO FORM:

DocuSigned by:  
  
669049EDEF03D402...  
Michael W. Webb, City Attorney

## **EXHIBIT "A-2"**

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

#### **A. DEFINITION**

City's Waterfront. The area located between the Redondo Landing and Fisherman's Wharf to the south and to the Chart House to the north.

#### **B. CONTRACTOR'S DUTIES**

Contractor shall perform the following duties.

1. Implement and administer the program that utilizes large falcons and Harris hawks to create an area free of pest birds within the City's waterfront and breakwall.
2. Utilize no fewer than six raptors, three Harris Hawks, and three large falcons during the administration of the program. Upon notice and written approval by the City, Consultant may utilize a different type of raptor.
3. Work with the local City's Waterfront businesses to secure access for the ongoing removal of the remaining pest bird populations.
4. Provide all tools, equipment and on-site transportation to perform the duties described herein.
5. Provide the City with monthly written progress reports of the pest removal.
6. It is estimated that hawks and falcons will be flown two days per week on average. The presence of pest birds will be monitored and in the event the program becomes more effective and the hawks and falcons may be flown less frequently, City and Contractor shall amend the schedule via mutual agreement.

#### **C. CITY'S DUTIES**

City will provide an area for the temporary storage of Contractor's utility vehicle and birds.



**EXHIBIT "B-4"**

**SCHEDULE FOR COMPLETION**

**TERM.** This Agreement shall commence July 7, 2020 and expire June 30, 2021, unless otherwise terminated as herein provided.

**EXHIBIT "C-4"**  
**COMPENSATION**

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

- A. **AMOUNT.** Effective July 7, 2020, Contractor shall be paid a daily rate not to exceed amount of \$600. The days of service shall be mutually scheduled by Contractor and the City. Notwithstanding the foregoing, Contractor's total compensation shall not exceed the amount of \$433,183 during the term of the Agreement.
- B. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices to City for approval and payment. Invoices must indicate services performed, dates of service, and rate charged. Invoices must also be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty (30) days of receipt of the invoice; provided, however, that services are completed to the City's full satisfaction.
- D. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor.            On the Wing Falconry Inc  
                                 2615 190 Street, Suite 210  
                                 Redondo Beach, CA 90278  
                                 Attn: Rocky Post

City.                     City of Redondo Beach  
                                 415 Diamond Street  
                                 Redondo Beach, CA 90277  
                                 Attn: Laurie Koike, Manager, Waterfront and Economic  
                                 Development

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.



POSTJ-1

OP ID: JMK

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/2020

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

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

<b>PRODUCER</b> Christian-Baker Co Ins Svcs P.O. Box 158 Camp Hill, PA 17001-0158 James D. Pace		<b>717-761-4712</b>		<b>CONTACT NAME:</b> James D. Pace <b>PHONE (A/C, No, Ext):</b> 717-761-4712 <b>FAX (A/C, No):</b> 717-761-5810 <b>E-MAIL ADDRESS:</b> jimp@christianbakerco.com	
<b>INSURED</b> Rocky (John) Post On The Wing Falconry, Inc. 2615 190th St Suite 210 Redondo Beach, CA 90278		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		<b>INSURER A:</b> Cincinnati Insurance Companies		<b>10677</b>	
		<b>INSURER B:</b> The Hartford		<b>19682</b>	
		<b>INSURER C:</b>			
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		RPG0000004	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			39UECPP9772	11/14/2019	11/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

City of Redondo Beach is included as an additional insured in regard to General Liability coverage when required by contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Redondo Beach  
415 Diamond Street  
PO Box 270  
Redondo Beach, CA 90277

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

AUTHORIZED REPRESENTATIVE

**THIRD AMENDMENT TO THE AGREEMENT  
FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH  
AND ON THE WING FALCONRY INC.**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Third Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and On the Wing Falconry Inc, a California corporation ("Contractor").

WHEREAS, on November 29, 2016, the parties entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, on , the parties entered into the First Amendment to the Agreement for Project Services between the City and Contractor (the "First Amendment") to modify the scope of services, extend the Agreement to November 30, 2018, increase the daily rate to a not to exceed amount of \$550 and increase Contractor's total limit on compensation to the amount of \$195,000 effective December 1, 2017; and

WHEREAS, on October 16, 2018, the parties entered into the Second Amendment to the Agreement for Project Services between the City and Contractor (the "Second Amendment") to extend the Agreement to November 30, 2019, and increase Contractor's total limit on compensation to the amount of \$305,000 effective December 1, 2018; and

WHEREAS, the parties desire to extend the Agreement and increase the compensation.

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. Exhibits "B" to B-2" of the Agreement are hereby amended to add Exhibit "B-3", which extends the Agreement to November 30, 2020. Exhibit "B-3" is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-3".
2. Compensation. Exhibit "C-2" of the Agreement is hereby amended to add Exhibit "C-3" to increase Contractor's daily rate to a not to exceed amount of \$605 and increase the limit on total compensation to the amount of \$426,000. Exhibit "C-3" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A-1".
3. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, and this Third Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with



respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, and this Third Amendment, the terms of this Third Amendment shall govern.




IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 15th day of October, 2019.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

ON THE WING FALCONRY INC,  
a California corporation

  
William C. Brand, Mayor

By:   
Name: Rocky John Post  
Title: owner

ATTEST:

APPROVED:

  
Eleanor Manzano, City Clerk

  
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

  
Michael W. Webb, City Attorney



## EXHIBIT "B-3"

### SCHEDULE FOR COMPLETION

**TERM.** This Agreement shall be extended to November 30, 2020, unless otherwise terminated as herein provided.



## EXHIBIT "C-3"

### COMPENSATION

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

- A. **AMOUNT.** Effective December 1, 2019, Contractor shall be paid a daily rate not to exceed amount of \$605. The days of service shall be mutually scheduled by Contractor and the City. Notwithstanding the foregoing, Contractor's total compensation shall not exceed the amount of \$426,000 during the term of the Agreement.
- B. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices to City for approval and payment. Invoices must indicate services performed, dates of service, and rate charged. Invoices must also be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty (30) days of receipt of the invoice; provided, however, that services are completed to the City's full satisfaction.
- D. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor.      On the Wing Falconry Inc  
2615 190 Street, Suite 210  
Redondo Beach, CA 90278  
Attn: Rocky Post

City.              City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: Laurie Koike, Manager, Waterfront and Economic  
Development

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.





**SECOND AMENDMENT TO THE AGREEMENT  
FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH  
AND ON THE WING FALCONRY INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Second Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and On the Wing Falconry Inc., a California Corporation ("Contractor").

WHEREAS, on November 29, 2016, the parties entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, the Agreement is set to expire November 30, 2018; and

WHEREAS, the parties desire to extend the Agreement and modify the scope of services.

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


1. Term. Exhibits "B" and "B-1" of the Agreement are hereby amended to add Exhibit "B-2", which extends the Agreement for one year. Exhibit "B-2" is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibits "A" and "A-1" in accordance with the schedule set forth in Exhibit "B-2".
2. Compensation. Exhibits "C" and "C-1" of the Agreement are hereby amended to add Exhibit "C-2" to increase Consultant's limit on total compensation to \$305,000. Exhibit "C-2" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibits "A" and "A-1".
3. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 16<sup>th</sup> day of October, 2018.

CITY OF REDONDO BEACH

  
\_\_\_\_\_  
William C. Brand, Mayor

ON THE WING FALCONRY INC.

By:   
Name: Rocky Port  
Title: PRESIDENT - CEO


ATTEST:

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

APPROVED:

  
\_\_\_\_\_  
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael W. Webb, City Attorney

## **EXHIBIT "B-2"**

### **SCHEDULE FOR COMPLETION**

**TERM.** This Agreement shall continue until November 30, 2019, unless otherwise terminated as herein provided.

## EXHIBIT "C-2"

### COMPENSATION

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

- A. **AMOUNT.** Contractor shall continue to be paid an amount not to exceed \$550 a day. The days of service shall be mutually scheduled by Contractor and the City. Notwithstanding the foregoing, Contractor's total compensation shall not exceed the amount of \$305,000 during the term of the Agreement.
- B. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices to City for approval and payment. Invoices must indicate services performed, dates of service, and fee charged. Invoices must also be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of the invoice; provided, however, that services are completed to the City's full satisfaction.
- D. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor. On the Wing Falconry Inc.  
2615 190<sup>th</sup> Street, Suite 210  
Redondo Beach, CA 90278  
Attn: Rocky Post

City. City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: Laurie Koike, Manager, Waterfront and Economic  
Development

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.

**FIRST AMENDMENT TO THE AGREEMENT  
FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH  
AND ON THE WING FALCONRY INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and On the Wing Falconry Inc., a California Corporation ("Contractor").

WHEREAS, on November 29, 2016, the parties entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, the Agreement is set to expire November 30, 2017; and

WHEREAS, the parties desire to extend the Agreement and modify the scope of services.

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

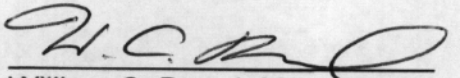
1. Scope of Services. Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1", which changes the written reports from biweekly to monthly and modifies the number of birds to be flown. Exhibit "A-1" is attached hereto and incorporated by reference.
2. Term. Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement for one year. Exhibit "B-1" is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-1".
3. Compensation. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase the daily fee from \$450 to a maximum of \$550 and increase Consultant's limit on total compensation to \$195,000. Exhibit "C-1" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A-1".
4. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

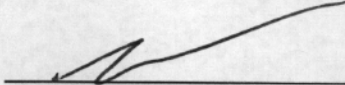


IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 7<sup>th</sup> day of November, 2017.

CITY OF REDONDO BEACH

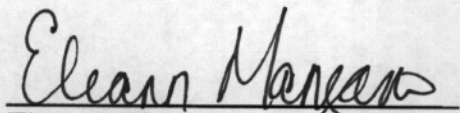
ON THE WING FALCONRY INC.

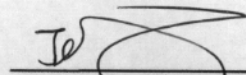
  
William C. Brand, Mayor

By:   
Name: John W. Post  
Title: owner

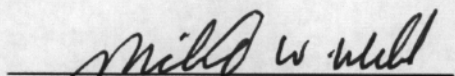
ATTEST:

APPROVED:

  
Eleanor Manzano, City Clerk

  
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

  
Michael W. Webb, City Attorney





## EXHIBIT "A-1"

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

#### A. DEFINITION

City's Waterfront. The area located between the Redondo Landing and Fisherman's Wharf to the south and to the Chart House to the north.

#### B. CONTRACTOR'S DUTIES

Contractor shall perform the following duties.

1. Implement and administer the program that utilizes large falcons and Harris hawks to create an area free of pest birds within the City's waterfront and breakwall.
2. Utilize no fewer than six raptors, three Harris Hawks, and three large falcons during the administration of the program. Upon notice and written approval by the City, Consultant may utilize a different type of raptor.
3. Work with the local City's Waterfront businesses to secure access for the ongoing removal of the remaining pest bird populations.
4. Provide all tools, equipment and on-site transportation to perform the duties described herein.
5. Provide the City with monthly written progress reports of the pest removal.
6. It is estimated that hawks and falcons will be flown 4.5 days per week on average. The presence of pest birds will be monitored and in the event the program becomes more effective and the hawks and falcons may be flown less frequently, City and Contractor shall amend the schedule via mutual agreement.

#### C. CITY'S DUTIES

City will provide an area for the temporary storage of Contractor's utility vehicle and birds.



**EXHIBIT "B-1"**

**SCHEDULE FOR COMPLETION**

**TERM.** This Agreement shall commence on December 1, 2017 and shall continue until November 30, 2018, unless otherwise terminated as herein provided.





## EXHIBIT "C-1"

### COMPENSATION

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

- A. **AMOUNT.** Effective December 1, 2017, Contractor shall be paid an amount not to exceed \$550 a day. The days of service shall be mutually scheduled by Contractor and the City. Notwithstanding the foregoing, Contractor's total compensation shall not exceed the amount of \$195,000 during the term of this Agreement.
- B. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices to City for approval and payment. Invoices must indicate services performed, dates of service, and fee charged. Invoices must also be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of the invoice; provided, however, that services are completed to the City's full satisfaction.
- D. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor. On the Wing Falconry Inc.  
2615 190 St, Suite 210  
Redondo Beach, CA 90278  
Attn: Rocky Post

City. City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: Laurie Koike, Manager, Waterfront and Economic  
Development

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.





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# Administrative Report

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**Council Action Date: November 29, 2016**

**To: MAYOR AND CITY COUNCIL**

**From: STEPHEN PROUD, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR**

**Subject: AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND ROCKY POST dba ON THE WING FALCONRY SERVICES**

## **RECOMMENDATION**

Approve the Agreement for Project Services between the City of Redondo Beach and Rocky Post dba On the Wing Falconry Services for a not to exceed amount of \$85,000 and authorize the Mayor to execute the Agreement.

## **EXECUTIVE SUMMARY**

Pest birds (pigeons and seagulls) are the source of several problems within the Redondo Beach Waterfront. They create maintenance issues for the City and local businesses; they are a public health concern based on the bacteria they carry; they are aggressive and affect the quality of the visitor experience; and they can have a negative impact on the quality of the water within the Harbor. As a sustainable means to address the pest bird population, the City enlisted the services of a "falconer" in December 2015 to fly various raptors over the waterfront to intimidate the pest birds into leaving the area. Although there has been a significant decrease in the pest bird population and improvement in overall cleanliness of the waterfront, the falconry program needs to continue in order to maintain control of the pest bird presence.

The contract with Rocky Post dba as On the Wing Falconry (falconer) will provide for continued removal of the pest birds by flying raptors over the waterfront for specified periods of time. The total value of the contract is not to exceed \$85,000 and will be paid by the City (48%) and by a consortium of business within the Harbor (52%). The term of the contract is one year.

## **BACKGROUND**

For many years, seagulls and pigeons have created a mess along the Waterfront - specifically at the Pier and on the Boardwalk. Moreover, these birds often rest and fly in close proximity to outdoor restaurant patrons, and nest in areas that create maintenance issues for businesses within the waterfront. Because of the public health

risk (carrying and transmitting bacteria), the birds can cause illness to patrons on the Pier or swimmers in the ocean in addition to the nuisance created by the droppings.

In response to these concerns, City staff worked with various entities throughout the waterfront and initiated the first contract in 2015 for bird abatement via the services of a local falconer. Falcons and other raptors have been successfully used in several areas, including local resorts such as Terranea and in Avalon Bay, to shoo away pigeons, seagulls and other pest birds through controlled flight. The non-desired birds are intimidated by the presence of the falcons and raptors and will continue their normal migratory patterns or relocate to other areas.

The first year of the falconry program included the initial process of working with local businesses to secure access to remove the nesting pigeon population and assess the health of the birds. Once this assessment was completed, a licensed Master Falconer was present in the harbor for three full days per week with a number of trained hawks and falcons. Since the raptors now consider the harbor their own territory, they do not tolerate intruders and protect the area from pest birds. Results of the falconry program have been significant. It is estimated that approximately 800 pigeons, or 85% of the resident pigeon population, have been removed from the waterfront. This has resulted in cleaner boats, restaurants, businesses and piers from the Redondo Landing and Fisherman's Wharf area to the south and to The Chart House to the north. Kincaid's restaurant, which was overrun with pest birds, has reported the following results and has committed to an increased contribution for the 2016 – 2017 falconry contract:

- Estimated reduction of 80% of bird presence near the restaurant
- Significant decrease in pest waste, bird nests and dead birds
- Significant decrease in feather buildup and overall bird activity on the roof and patio.
- Significant decrease in birds stealing food from customers on the patio
- Bird abatement program allowed Kincaid's to install new HVAC units which will allow for ongoing maintenance savings as air conditioning vendors will no longer need to wear inhalation protection while servicing the units.

The proposed 2016-2017 contract is for \$85,000, an increase of \$15,000 from the initial contract. The 2015-2016 contract price of \$70,000 was an introductory rate that allowed the City to test the specialized falconry program and to determine what efforts were needed to make an impact on the waterfront. The 2016-2017 contract will focus on the following areas:

- Ongoing trapping of pigeons to ensure the population doesn't return to original numbers. The goal is to have a healthy flock of pigeons in the waterfront that represents 5% of the original numbers.
- Ongoing maintenance of the decreased presence of seagulls, who return to the area to forage when the raptors are not flying.

- Increased flying time from 3 days/week to 4.5 days/week to cover the large waterfront area
- Address bird population which is located on the break wall

Falconry is a sustainable and natural technique that works because pest birds are born with an innate fear of raptors and will vacate a favorite feeding area if a hawk or falcon is present. Ongoing falconry services for the coming year are necessary in order to: a) save the City and Waterfront businesses significant costs in maintenance; b) protect the public from possible illness; and c) potentially improve the City's water quality within the Harbor.

### **COORDINATION**

The Waterfront and Economic Development Department collaborated with the City Attorney's Office to develop the agreement. The City Attorney's Office has approved the agreement as to form. Funding for the Agreement was coordinated with the King Harbor Association, the Pier Association, and Kincaids.

### **FISCAL IMPACT**

The continuation of efforts to reduce the number of pest birds, and the waste they generate, will help lower overall maintenance costs within the greater waterfront area. The total value of the Contract is \$85,000. The Harbor Enterprise will fund 48% of the costs - split evenly between Tidelands and Uplands – and is included in the 2016-2017 fiscal year Waterfront & Economic Development department budget. The remaining 52% of the costs will be paid by the King Harbor Association, Kincaids, and the Pier Association.

Submitted by:

*Stephen Proud*  
*Waterfront and Economic Development*  
*Director*

Approved for forwarding by:

*Office of the City Manager*  
*Joe Hoefgen, City Manager*

Attachments:

- Agreement for Project Services between the City of Redondo Beach and Rocky Post dba On the Wing Falconry Services

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND ON THE WING FALCONRY INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and On the Wing Falconry Inc., a California Corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

\* \* \* \* \*

**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. 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.

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.



20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; 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.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.



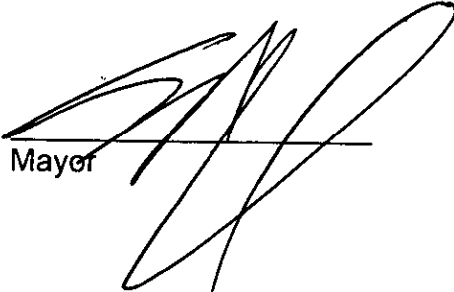
30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. 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.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*



IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 29<sup>th</sup> day of November, 2016.

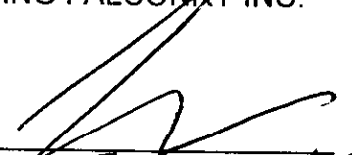
CITY OF REDONDO BEACH

  
\_\_\_\_\_  
Mayor

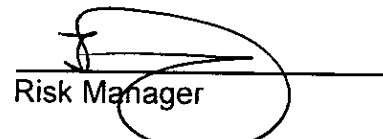
ATTEST:

  
\_\_\_\_\_  
City Clerk

ON THE WING FALCONRY INC.

By:   
Name: John Post  
Title: \_\_\_\_\_

APPROVED:

  
\_\_\_\_\_  
Risk Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney's Office



## **EXHIBIT "A"**

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

#### **A. DEFINITION**

City's Waterfront. The area located between the Redondo Landing and Fisherman's Wharf to the south and to the Chart House to the north.

#### **B. CONTRACTOR'S DUTIES**

Contractor shall perform the following duties.

1. Implement and administer the program that utilizes large falcons and Harris hawks to create an area free of pest birds, including without limitation, pigeons and seagulls within the City's Waterfront and breakwall. Upon notice and written approval by the City, Consultant may utilize a different type of raptor.
2. Work with the local City's Waterfront businesses to secure access for the ongoing removal of the remaining pest bird populations.
3. Provide all tools, equipment and on-site transportation to perform the duties described herein.
4. Provide the City with bi-weekly written progress reports of the pest removal.
5. It is estimated that hawks and falcons will be flown 4.5 days per week on average. The presence of pest birds will be monitored and in the event the program becomes more effective and the hawks and falcons may be flown less frequently, City and Contractor shall amend the schedule via mutual agreement.

#### **C. CITY'S DUTIES**

City will provide an area for the temporary storage of Contractor's utility vehicle and birds.



## **EXHIBIT "B"**

### **SCHEDULE FOR COMPLETION**

**TERM.** This Agreement shall commence on December 1, 2016 and shall continue until November 30, 2017, 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.

- A. **AMOUNT.** Contractor shall be paid an amount not to exceed \$450 a day. The days of service shall be mutually scheduled by Contractor and the City. Notwithstanding the foregoing, Contractor's total compensation shall not exceed the amount of \$85,000 during the term of this Agreement.
- B. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of the invoice; provided, however, that services are completed to the City's full satisfaction.
- D. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor.        On the Wing Falconry Inc.  
2032 W. 240<sup>th</sup> Street  
Lomita, CA 90717  
Attn: Rocky Post

City.                City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: Laurie Koike, Manager, Waterfront and Economic  
Development

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: \$1,000,000 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

POSTJ-1 OP ID: AWM

DATE (MM/DD/YYYY)  
01/12/2017

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

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

<b>PRODUCER</b> Christian-Baker Co Ins Svcs P.O. Box 158 Camp Hill, PA 17001-0158 James D. Pace	<b>CONTACT NAME:</b> James D. Pace		
	<b>PHONE (A/C, No, Ext):</b> 717-761-4712	<b>FAX (A/C, No):</b> 717-761-5810	
	<b>E-MAIL ADDRESS:</b> jimp@christianbakerco.com		
<b>INSURED</b> Rocky (John) Post On The Wing Falconry Service 2032 W 240 St Lomita, CA 90717	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Cincinnati Insurance Companies		10677
	<b>INSURER B:</b> The Hartford		19682
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
		<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>		<b>RPG0000004</b>	<b>07/01/2016</b>	<b>07/01/2017</b>	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 300,000	
	<input checked="" type="checkbox"/> <b>No</b>	MED EXP (Any one person)				\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:	PERSONAL & ADV INJURY				\$ 1,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GENERAL AGGREGATE				\$ 2,000,000	
	OTHER:	PRODUCTS - COMP/OP AGG				\$ 2,000,000	
						\$	
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>		<b>39UECPP9772</b>	<b>11/14/2016</b>	<b>11/14/2017</b>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	<b>DED</b>	<b>RETENTION \$</b>					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>Y/N</b>				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> 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)  
City of Redondo Beach is included as an additional insured

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE



P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 02-16-2016

GROUP:  
POLICY NUMBER: 9152682-2016  
CERTIFICATE ID: 3  
CERTIFICATE EXPIRES: 02-12-2017  
02-12-2016/02-12-2017

CITY OF REDONDO BEACH  
PO BOX 270  
REDONDO BEACH CA 90277-0270

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

A handwritten signature in black ink, appearing to read "Kurt R. Lauff".

Authorized Representative

A handwritten signature in black ink, appearing to read "Vernon Steiner".

President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

JOHN POST DBA: ON THE WING FALCONRY  
2815 190TH ST  
REDONDO BEACH CA 90278

SC

[BMM,CN]



P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 02-16-2016

GROUP:  
POLICY NUMBER: 9152682-2016  
CERTIFICATE ID: 3  
CERTIFICATE EXPIRES: 02-12-2017  
02-12-2016/02-12-2017

CITY OF REDONDO BEACH  
PO BOX 270  
REDONDO BEACH CA 90277-0270

SC

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Authorized Representative

President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

JOHN POST DBA: ON THE WING FALCONRY  
2815 190TH ST  
REDONDO BEACH CA 90278

SC

[BMM,CN]



# CERTIFICATE OF LIABILITY INSURANCE

POSTJ-1 OP ID: AWM

DATE (MM/DD/YYYY)

09/27/2017

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

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

<b>PRODUCER</b> Christian-Baker Co Ins Svcs P.O. Box 158 Camp Hill, PA 17001-0158 James D. Pace	<b>CONTACT NAME:</b> James D. Pace	
	<b>PHONE (A/C, No, Ext):</b> 717-761-4712	<b>FAX (A/C, No):</b> 717-761-5810
<b>INSURED</b> Rocky (John) Post On The Wing Falconry, Inc. 2032 W 240 St Lomita, CA 90717	<b>E-MAIL ADDRESS:</b> jimp@christianbakerco.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Cincinnati Insurance Companies	
	<b>INSURER B:</b> The Hartford	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b>		
<b>INSURER A:</b> 10677		
<b>INSURER B:</b> 19682		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		RPG0000004	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			39UECPP9772	11/14/2016	11/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

City of Redondo Beach is included as an additional insured when required by contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach 415 PO Box 270 Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

POSTJ-1 OP ID: AWM

DATE (MM/DD/YYYY)  
12/01/2017

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

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

<b>PRODUCER</b> Christian-Baker Co Ins Svcs P.O. Box 158 Camp Hill, PA 17001-0158 James D. Pace		<b>CONTACT NAME:</b> James D. Pace <b>PHONE (A/C, No, Ext):</b> 717-761-4712 <b>E-MAIL ADDRESS:</b> jimp@christianbakerco.com <b>FAX (A/C, No):</b> 717-761-5810	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Cincinnati Insurance Companies	
		<b>INSURER B:</b> The Hartford	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	RPG0000004	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
B	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		39UECPP9772	11/14/2017	11/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						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)

City of Redondo Beach is included as an additional insured when required by contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach 415 PO Box 270 Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 02-12-2017

GROUP:  
POLICY NUMBER: 9152682-2017  
CERTIFICATE ID: 3  
CERTIFICATE EXPIRES: 02-12-2018  
02-12-2017/02-12-2018

CITY OF REDONDO BEACH  
PO BOX 270  
REDONDO BEACH CA 90277-0270

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING:  
THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER;  
EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING  
CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS'  
COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

JOHN POST DBA: ON THE WING FALCONRY  
2615 190TH ST STE 210  
REDONDO BEACH CA 90278

SC





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2017

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

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

<b>PRODUCER</b>		<b>CONTACT</b>	
USAA INSURANCE AGENCY INC/PHS		NAME:	
812845 P:(888) 242-1430 F:(888) 443-6112		PHONE (A/C, No, Ext): (888) 242-1430	
PO BOX 33015		FAX (A/C, No): (888) 443-6112	
SAN ANTONIO TX 78265		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentinel Ins Co LTD	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**INSURED**

PERINATAL SUPPORT SERVICES LLC  
1714 HAYNES LN  
REDONDO BEACH CA 90278

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			65 SBA TS9300	04/01/2017	04/01/2018	EACH OCCURRENCE
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$2,000,000
	General Liab	X					DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$10,000
	OTHER:						PERSONAL & ADV INJURY
							\$2,000,000
							GENERAL AGGREGATE
							\$4,000,000
							PRODUCTS - COMP/OP AGG
							\$4,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO OWNED AUTOS ONLY						\$
	HIRED AUTOS ONLY						BODILY INJURY (Per person)
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
							BODILY INJURY (Per accident)
							\$
							PROPERTY DAMAGE (Per accident)
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						\$
	RETENTION \$						AGGREGATE
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE/IN OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$
							E.L. EACH ACCIDENT
							\$
							E.L. DISEASE - EA EMPLOYEE
							\$
							E.L. DISEASE - POLICY LIMIT
							\$

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

Those usual to the Insured's Operations. City of Redondo Beach including the City, its officers, elected and appointed officials, employees, and volunteers are an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

**CERTIFICATE HOLDER**

CITY OF REDONDO BEACH, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES & VOLUNTEERS  
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



# CERTIFICATE OF LIABILITY INSURANCE

POSTJ-1 OP ID: AWM

DATE (MM/DD/YYYY)

12/01/2017

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<b>PRODUCER</b> Christian-Baker Co Ins Svcs P.O. Box 158 Camp Hill, PA 17001-0158 James D. Pace	<b>CONTACT NAME:</b> James D. Pace	
	<b>PHONE (A/C, No, Ext):</b> 717-761-4712	<b>FAX (A/C, No):</b> 717-761-5810
	<b>E-MAIL ADDRESS:</b> jimp@christianbakerco.com	
<b>INSURED</b> Rocky (John) Post On The Wing Falconry, Inc. 2032 W 240 St Lomita, CA 90717	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Cincinnati Insurance Companies	
	<b>INSURER B:</b> The Hartford	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	
	<b>NAIC #</b>	
	<b>10677</b>	
	<b>19682</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	RPG0000004	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		39UECPP9772	11/14/2017	11/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

City of Redondo Beach is included as an additional insured when required by contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach  
415 PO Box 270  
Redondo Beach, CA 90277

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

AUTHORIZED REPRESENTATIVE





P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 02-12-2018

GROUP:  
POLICY NUMBER: 9152682-2018  
CERTIFICATE ID: 3  
CERTIFICATE EXPIRES: 02-12-2019  
02-12-2018/02-12-2019

CITY OF REDONDO BEACH  
PO BOX 270  
REDONDO BEACH CA 90277-0270

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING:  
THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER;  
EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING  
CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS'  
COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

JOHN POST DBA: ON THE WING FALCONRY  
2615 190TH ST STE 210  
REDONDO BEACH CA 90278

SC



# CERTIFICATE OF LIABILITY INSURANCE

POSTJ-1 OP ID: AWM

DATE (MM/DD/YYYY)

06/26/2018

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

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

<b>PRODUCER</b> Christian-Baker Co Ins Svcs P.O. Box 158 Camp Hill, PA 17001-0158 James D. Pace		<b>CONTACT NAME:</b> James D. Pace <b>PHONE (A/C, No, Ext):</b> 717-761-4712 <b>E-MAIL ADDRESS:</b> jimp@christianbakerco.com <b>FAX (A/C, No):</b> 717-761-5810	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : The Hartford</b>	
		<b>INSURER B : Cincinnati Insurance Companies</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**INSURED**  
Rocky (John) Post  
On The Wing Falconry, Inc.  
2032 W 240 St  
Lomita, CA 90717

**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
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A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			39UECPP9772	11/14/2017	11/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

City of Redondo Beach is included as an additional insured when required by contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach  
415 PO Box 270  
Redondo Beach, CA 90277

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

AUTHORIZED REPRESENTATIVE

James D Pace

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