CITY OF REDONDO BEACH CULTURAL ARTS COMMISSION AGENDA Wednesday, July 23, 2025

415 DIAMOND STREET, REDONDO BEACH

CITY COUNCIL CHAMBER

REGULAR MEETING OF THE CULTURAL ARTS COMMISSION - 7 PM

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

Cultural Arts Commission meetings are broadcast live through Spectrum Cable, Channel 8, and Frontier Communications, Channel 41. Live streams and indexed archives of meetings are available via internet. Visit the City's office website at www.Redondo.org/rbtv.

TO WATCH MEETING LIVE ON CITY'S WEBSITE:

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

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

TO WATCH MEETING LIVE ON YOUTUBE:

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

TO JOIN ZOOM MEETING (FOR PUBLIC COMMENT ONLY):

Register in advance for this meeting:

https://www.zoomgov.com/webinar/register/WN pkOtUTU2RoOsRtST5pG0Ng

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

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

eCOMMENT: COMMENTS MAY BE ENTERED DIRECTLY ON WEBSITE AGENDA PAGE: https://redondo.granicusideas.com/meetings

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

EMAIL: TO PARTICIPATE BY WRITTEN COMMUNICATION WITH ATTACHED DOCUMENTS BEFORE 3PM DAY OF MEETING:

Written materials that include attachments pertaining to matters listed on the posted agenda received after the agenda has been published will be added as supplemental materials under the relevant agenda item. Jack.Meyer@Redondo.org

REGULAR MEETING OF THE CULTURAL ARTS COMMISSION - 7 PM

- A. CALL MEETING TO ORDER
- B. ROLL CALL
- C. SALUTE TO THE FLAG
- D. APPROVE ORDER OF AGENDA
- E. BLUE FOLDER ITEMS ADDITIONAL BACK UP MATERIALS

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

F. CONSENT CALENDAR

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

F.1. AFFIDAVIT OF POSTING

CONTACT: JACK MEYER, CULTURAL ARTS MANAGER

F.2. <u>APPROVE REDONDO BEACH CULTURAL ARTS COMMISSION MEETING</u>
MINUTES FOR MAY 28, 2025

CONTACT: JACK MEYER, CULTURAL ARTS MANAGER

F.3. JOHN PARSONS PUBLIC ART FUND REPORT AND STATUS OF CITY COUNCIL-APPROVED AND FUNDED PROJECTS

CONTACT: JACK MEYER, CULTURAL ARTS MANAGER

- G. EXCLUDED CONSENT CALENDAR ITEMS
- H. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

- I. ITEMS CONTINUED FROM PREVIOUS AGENDAS
- J. ITEMS FOR DISCUSSION PRIOR TO ACTION
- J.1. <u>DISCUSSION REGARDING THE ROLE AND RESPONSIBILITIES OF THE</u> CULTURAL ARTS COMMISSION

CONTACT: JACK MEYER. CULTURAL ARTS MANAGER

J.2. UPDATE ON ARTESIA PUBLIC ART PROJECT BY PUBLIC ART CONSULTANT LEBASSE PROJECTS **CONTACT:** JACK MEYER, CULTURAL ARTS COMMISSION

K. COMMISSION MEMBER ITEMS AND FUTURE COMMISSION AGENDA TOPICS

K.1. DISCUSSION REGARDING RECOMMENDING TO CITY COUNCIL THAT SOME UNALLOCATED FUNDS FROM JPPAF BE ALLOCATED TO COMMISSIONING A PERMANENT LGBTQIA+ SCULPTURE, AND RECOMMENDING SOME UNSPENT FUNDS CURRENTLY ALLOCATED TO A MURAL AT TRANSIT CENTER BE REALLOCATED TO LILIENTHAL PARK, A VIRTUAL ART MAP AND/OR A COMMUNITY ART CENTER.

CONTACT: JACK MEYER, CULTURAL ARTS MANAGER

L. ADJOURNMENT

The next meeting of the Redondo Beach Cultural Arts Commission will be a regular meeting to be held at 7 p.m. on September 24, 2025, in the Redondo Beach Council Chambers, at 415 Diamond Street, Redondo Beach, California.

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

An agenda packet is available 24 hours at www.redondo.org under the City Clerk.



Administrative Report

F.1., File # 25-1070 Meeting Date: 7/23/2025

To: CULTURAL ARTS COMMISSION

From: JACK MEYER, CULTURAL ARTS MANAGER

TITLE

AFFIDAVIT OF POSTING



Community Services Department

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

tel: 310 318-0610
fax: 310 798-8273

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

AFFIDAVIT OF POSTING

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

Legislative Body Cultural Arts Commission

Posting Type Regular Meeting Agenda

Posting Locations 415 Diamond Street, Redondo Beach, CA 90277

✓ City Hall Bulletin Board, Door "4"

Meeting Date & Time Wednesday, July 23, 2025 7:00 p.m.

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

Elizabeth Hause. Community Services Director

Date: July 18, 2025



Administrative Report

F.2., File # 25-1071 Meeting Date: 7/23/2025

To: CULTURAL ARTS COMMISSION

From: JACK MEYER, CULTURAL ARTS MANAGER

TITLE

APPROVE REDONDO BEACH CULTURAL ARTS COMMISSION MEETING MINUTES FOR MAY 28, 2025

ATTACHMENTS

• Minutes - Cultural Arts Commission 5/28/25



REGULAR MEETING OF THE CULTURAL ARTS COMMISSION - 7:00 PM

A. CALL MEETING TO ORDER

A Regular Meeting of the City of Redondo Beach Cultural Arts Commission was called to order by Chair Christian-Kelly at 7:00 p.m.

B. ROLL CALL

Commissioners Present: Gold, Lawrence, Pitzele, Vice Chair O'Brien-Herrera,

Chair Christian-Kelly

Commissioners Absent: Melendez, Taner

Officials Present: Jack Meyer, Cultural Arts Manager

C. SALUTE TO THE FLAG

Chair Christian-Kelly led in the Salute to the Flag.

D. APPROVE ORDER OF AGENDA

Motion by Commissioner Gold, seconded by Commissioner Lawrence, and approved by voice vote, the order of the agenda, as presented.

The motion carried 5-0. Commissioners Melendez and Taner were absent.

E. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

E.1. BLUE FOLDER ITEMS

CONTACT: JACK MEYER, CULTURAL ARTS MANAGER

Cultural Arts Manager Meyer reported there were no Blue Folder Items for this meeting.

F. CONSENT CALENDAR

F.1. AFFIDAVIT OF POSTING

CONTACT: JACK MEYER, CULTURAL ARTS MANAGER

F.2. APPROVE REDONDO BEACH CULTURAL ARTS COMMISSION MEETING MINUTES FOR NOVEMBER 20, 2024; JANUARY 22, 2025; MARCH 26, 2025

CONTACT: JACK MEYER, CULTURAL ARTS MANAGER

F.3. RECEIVE AND FILE JOHN PARSONS PUBLIC ART FUND REPORT AND STATUS OF CITY COUNCIL-APPROVED AND FUNDED PROJECTS

CONTACT: JACK MEYER, CULTURAL ARTS MANAGER

There were no public comments on this item.

Motion by Commissioner Pitzele, seconded by Vice Chair O'Brien-Herrera, and approved by voice vote, the Consent Calendar, as presented.

The motion carried 5-0. Commissioners Melendez and Taner were absent.

- G. EXCLUDED CONSENT CALENDAR ITEMS None
- H. PUBLIC PARTICIPATION NON-AGENDA ITEMS
- H.1 PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

CONTACT: JACK MEYER, CULTURAL ARTS MANAGER

Cultural Arts Manager Meyer reported receiving a letter from resident, Georgette Gantner.

Motion by Commissioner Lawrence, seconded by Commissioner Pitzele, and approved by voice vote, to receive and file correspondence received from resident, Georgette Gantner.

The motion carried 5-0. Commissioners Melendez and Taner were absent.

Georgette Gantner, District 2, reported on her research of Cultural Arts Commissions in other cities; noted the inclusion of other types of arts such as in the City of El Segundo where they have a Poet Laureate; spoke about attending an upcoming Dance1 board meeting and distributed copies of the results of her research.

Motion by Commissioner Lawrence, seconded by Commissioner Pitzele, and approved by voice vote, to receive and file documents submitted by Georgette Gantner.

The motion carried 5-0. Commissioners Melendez and Taner were absent.

She offered to help the City with the information; mentioned the idea of considering public art in the new courtyard and announced an art reception at Ho Oyster, on May 31, 2025.

Rick McQuillin talked about improving local commerce along Artesia Boulevard; announced that the first beta version of the See Artesia and South Bay Streets apps will be on line later in the week and described it; offered to provide a virtual map of public art along Artesia; mentioned drawing tourists to upcoming, major sports events and recommended Sandy Anleu and Georgette Gantner to be members of the Cultural Arts Commission.

Ken Pagliaro, local artist, introduced himself and mentioned he would like to be involved in the Artesia art project; spoke about existing empty walls along the corridor and the possibility of adding art to enhance the public's experience and addressed his experience and qualifications.

Sandy Anleu addressed her background; talked about art enhancing the public's experience along the corridor and helping businesses attract customers and offered to help the City and discuss her ideas with the consultant.

Micky Johnson, President, North Redondo Beach Business Association (NRBBA), and Sandy Anleu, Art Curator, NRBBA, spoke about a new program, Dine Around Artesia, on August 13th on East Artesia and on September 10th on West Artesia; reported this year they will also be hosting artists and Sandy Anleu described that portion of the program.

There were no other public comments, and this portion of the meeting was closed.

- I. ITEMS CONTINUED FROM PREVIOUS AGENDAS None
- J. ITEMS FOR DISCUSSION PRIOR TO ACTION
- J.1. STATUS UPDATE AND INTRODUCTION OF NEW CITY PUBLIC ART CONSULTANT FOR ARTESIA PUBLIC ART PROJECT

CONTACT: JACK MEYER. CULTURAL ARTS MANAGER

Cultural Arts Manager Meyer reported that City Council awarded the contract for Public Art Consultant to LeBasse Projects and narrated a PowerPoint presentation including background, key elements of the contract and recommendations. He introduced representatives from LeBasse Projects, Kim Luangraj and Catherine Forsyth, and deferred to them for a presentation.

Kim Luangraj and Catherine Forsyth narrated a PowerPoint presentation with examples of prior art installations and projects and responded to questions from the Commission regarding opening applications to local artists, staffing and leadership; talked about collaborating with others and building community with art; addressed activating specific areas of the City with art and the process for assessing locations and obtaining input from the community and stakeholders and convening a community panel for input.

Discussion followed regarding ensuring that everyone's voices are heard and engaging

schools, the PTA and parents of students in the area.

Chair Christian-Kelly invited public comments.

Micky Johnson, NRBBA, spoke in support of the project; discussed activating art and using it for placemaking; offered to help with outreach and announced their upcoming, Dine Around Artesia.

Georgette Gantner suggested that each Councilmember announced the event during their community meetings and stated that all schools in Redondo Beach should be notified.

There were no other public comments.

Motion by Commissioner Gold, seconded by Vice Chair O'Brien-Herrera, and approved by voice vote, to receive and file the report.

The motion carried 5-0. Commissioners Melendez and Taner were absent.

J.2. RECEIVE AND FILE AN UPDATE ON EFFORTS TO-DATE OF THE LGBTQIA+ PRIDE PERMANENT ART INSTALLATION SUBCOMMITTEE

CONTACT: JACK MEYER, CULTURAL ARTS MANAGER

Chair Christian-Kelly reported meeting with Betty Leanen from the South Bay, Torrance LGBTQ Center who was pleased with placing a sculpture in front of the Redondo Beach North Library and talked about seeking designated funding and expanding on the matter with the Consultant.

Vice Chair O'Brien-Herrera talked about the history related with the area around the Redondo Beach North Library.

Discussion followed regarding the benefits of the location and fast-tracking the project once funding is obtained.

Cultural Arts Manager Meyer noted that the budget for the remaining Utility Box Art Project boxes has not yet been allocated.

Motion by Vice Chair O'Brien-Herrera, seconded by Commissioner Gold, and approved by voice vote, to receive and file the report.

The motion carried 5-0. Commissioners Melendez and Taner were absent.

K. COMMISSION MEMBER ITEMS AND FUTURE COMMISSION AGENDA TOPICS

Chair Christian-Kelly discussed scheduling discussions on upcoming agendas regarding

reallocating money from the John Parsons Public Art Fund to the LGBTQIA+ Pride Permanent Art Installation, reallocating some or all money from the Transit Center Project to Lilienthal Park, creation of a virtual public art map and designating a building for a Community Art Center.

Motion by Vice Chair O'Brien-Herrera, seconded by Commissioner Pitzele, and approved by voice vote, to agendize on the next meeting agenda, a discussion regarding reallocating money left over from the John Parsons Public Art Fund to the LGBTQIA+ Pride Permanent Art Installation, to be located at the Redondo Beach North Library and a discussion about reallocating some or all money from the Transit Center Project to Lilienthal Park.

The motion carried 5-0. Commissioners Melendez and Taner were absent.

Discussion followed regarding the Gateway Project and taking into consideration limitations of resources.

Motion by Commissioner Lawrence, seconded by Vice Chair O'Brien-Herrera, and approved by voice vote, to agendize a discussion regarding creation of a virtual public art map on an upcoming agenda.

The motion carried 5-0. Commissioners Melendez and Taner were absent.

Motion by Chair Christian-Kelly, seconded by Commissioner Lawrence, and approved by voice vote, to agendize a discussion regarding creation of a Community Art Center, possibly at Aviation Park.

The motion carried 5-0. Commissioners Melendez and Taner were absent.

Vice Chair O'Brien-Herrera talked about defining what the Cultural Arts Commission encompasses.

Cultural Arts Manager Meyer reported that Commissioner Taner had mentioned that could be agendize with a discussion of the by-laws.

Vice Chair O'Brien-Herrera mentioned it would be helpful to have a discussion regarding the types of arts under the jurisdiction of the Commission.

Motion by Vice Chair O'Brien-Herrera, seconded by Commissioner Gold, and approved by voice vote, to agendize a discussion regarding requesting clarification from the City Council as to the Commission's responsibilities, vision, goals and what Council would like the Commission to do.

The motion carried 5-0. Commissioners Melendez and Taner were absent.

Chair Christian-Kelly invited public comments and announced an upcoming Art Exhibition from Friends of Redondo Beach Art.

MINUTES CULTURAL ARTS COMMISSION May 28, 2025 Page 5/6 Georgett Gantner provided a brief background on how the Public Arts Commission was changed to the Cultural Arts Commission; suggested the Commission determine what it wants; talked about finding a location for a Community Arts Center and offered to provide photographs of public art throughout the City.

Rick McQuillin commented on the Commission's interest in a virtual map and reiterated his offer to help with its creation.

There were no other public comments.

Cultural Arts Manager Meyer announced that the City of Redondo Beach planned a Pride Flag raising at City Hall on June 3, 2025 at 5:30 PM outside City Council Chambers.

L. ADJOURNMENT – 8:21 p.m.

Motion by Vice Chair O'Brien-Herrera, seconded by Commissioner Pitzele, and carried by voice vote, to adjourn the meeting at 8:21 p.m.

The motion carried 5-0. Commissioners Melendez and Taner were absent.

There being no further business to come before the Commission, the Chair adjourned the meeting to the next Regular meeting of the Cultural Arts Commission on July 23, 2025, at 7:00 p.m., in the Redondo Beach Council Chambers, at 415 Diamond Street, Redondo Beach, California.

Respectfully submitted,

Elizabeth Hause
Community Services Director



Administrative Report

F.3., File # 25-1072 Meeting Date: 7/23/2025

To: CULTURAL ARTS COMMISSION

From: JACK MEYER, CULTURAL ARTS MANAGER

TITLE

JOHN PARSONS PUBLIC ART FUND REPORT AND STATUS OF CITY COUNCIL-APPROVED AND FUNDED PROJECTS

RECOMMENDATION

Receive and file a report on the John Parsons Public Art Fund and the status of current projects.

BACKGROUND

The John Parsons Public Art Fund was established by Ordinance No. 3127-14 on December 2, 2014. The funds may be used for any purpose that furthers the goals of the City's Public Art Program.

City Council has appropriated funds for 6 public art projects.

ATTACHMENTS

John Parsons Public Art Fund Report and status of current projects

CITY OF REDONDO BEACH

John Parsons Public Art Fund Report As of July 18, 2025

Balance Sheet

Item	FY25
REVENUE	
FY24 JPPAF Balance to be carried over	\$1,117,682
FY25 JPPAF Deposits as of 7-14-25	\$118,393
Subtotal	\$1,236,076
EXPENSES / ENCUMBRANCES	
Amount Encumbered by City Council (see below)	-\$1,100,000
5% maintenance Set Aside (required by Public Art Ordinance)	-\$61,804
Adjusted (available) JPPAF Balance (NOT including Utility Boxes)	\$74,272

Project Allocation Status

Name of Project	FY25 Approved Budget	Expended to Date (7/18/2025)
	Encumbrances	
"Gate Wave"	\$275,000	
"Sea Chatter"	\$125,000	-\$22,500.00
"Skate Waves"	\$75,000	-\$56,974
The Esplanade	\$100,000	
Transit Center	\$75,000	
Artesia	\$450,000	
Big Lots	No Funds Allocated	
Lilienthal Street	No Funds Allocated	
Utility Box Art Wraps	No Funds Allocated	
	(est. \$12,500)	
TOTAL ENCUMBERED	\$1,100,000	

Status of Projects as of July 23, 2025

Name of	Status
Project	
"Gate Wave"	City Council approved the location, design concept and \$275,000. The City
By Volkan	Engineering team completed a survey of the site, including underground imaging
Alkanoglu	by an outside contractor, the results of which were shared with the artist. Mr. Alkanoglu has reviewed the surveys and imaging documents and determined that there is sufficient space to erect the artwork. The city can now enter into an agreement with him, and he will begin the process of preparing the structural drawings / calculations required by the city's Building Division for their plan check. Other approvals will also be required before the artist can begin construction of the artwork. Additionally, the Public Works team is exploring lighting options that
	the city can undertake at an additional cost.
"Sea	City Council approved the location, design concept and \$125,000 (\$90,000 for the
Chatter"	artist; \$35,000 for traffic control). City Council also approved an agreement with
By Ernesto	the artist on December 3, 2024. The Public Works Department has said it will
Maranje	manage the contract with the selected traffic control company. Due to family
, ,	medical emergency, the mural installation has been postponed. Contract term will
	expire December 2, 2025.
"Skate	Mural is now complete, and the City held a dedication January 29, 2025. Final
Waves"	payment is in progress following settlement of an insurance claim for a water
By Andy	fountain damaged by artist during installation of mural. Project came in \$18,026
Jenkins	under budget, which will be returned to John Parsons Public Art Fund (JPPAF).
Transit	City engineers are not supporting the installation of a mural on the walls selected
Center	by the Public Art Commission due to problems with the construction of the walls
	which they believe will ultimately result in water damage to the artwork. Funding
Aut a si a	in the amount of \$75,000 remains appropriated for this project in the FY25 budget.
Artesia	City Council approved the concept for this project and \$450,000 including up to 10% for a consultant/project manager. An agreement with the selected
	consultant, LeBasse Projects, was approved by City Council on May 13, 2025.
	Community Engagement and Stakeholder Outreach is now beginning.
Esplanade	Council appropriated \$100,000 for this project. At the May 22, 2024 Public Art
Lopianaac	Commission meeting, the commission directed staff to submit an application to
	CA Parks for a grant to fund a proposal by artist Mike Saijo. The city was notified
	on September 16, 2024 that it was not selected for funding.
Lilienthal	No funding is currently appropriated for this project.
Big Lots	No funding is currently appropriated for this project.
Utility Box	Artist Agreements approved by City Council. 4 out of 5 Visual Rights Waivers
Art Wraps	returned, awaiting the final waiver so that a purchase order for installation can
	be prepared and issued.



Administrative Report

J.1., File # 25-1069 Meeting Date: 7/23/2025

To: CULTURAL ARTS COMMISSION

From: JACK MEYER, CULTURAL ARTS MANAGER

TITLE

DISCUSSION REGARDING THE ROLE AND RESPONSIBILITIES OF THE CULTURAL ARTS COMMISSION

EXECUTIVE SUMMARY

In response to ongoing questions regarding the evolving role of the Cultural Arts Commission, the Mayor will attend the upcoming meeting to support the Commission's understanding of its revised purpose and responsibilities. At its meeting on October 1, 2024, the City Council adopted an amendment to the Redondo Beach Municipal Code, renaming the former Public Art Commission to the Cultural Arts Commission and expanding its purview to include a broader range of artistic and cultural disciplines such as theater, music, film, fine art, literature, and poetry. Since this change, several commissioners have expressed a desire for greater clarity on how to interpret and implement these new responsibilities.

The Mayor's participation underscores the significance of the Commission's expanded role and offers an opportunity to articulate the Council's expectations and vision for advancing cultural arts within the City. Commissioners will have the opportunity to engage directly with the Mayor as part of a structured discussion on this topic.

ATTACHMENTS

ORDINANCE NO. 3278-24 AMENDING THE REDONDO BEACH MUNICIPAL CODE REGARDING THE PUBLIC ART COMMISSION

ORDINANCE NO. 3278-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 14, SECTIONS 2-9.1401, 2-9.1403, AND 2-9.1404, AND TITLE 10, CHAPTER 6, SECTIONS 10-6.02, 10-6.03 AND 10-6.08 OF THE REDONDO BEACH MUNICIPAL CODE REGARDING THE PUBLIC ART COMMISSION

WHEREAS, on January 2, 2009, the City Council of the City of Redondo Beach, California ("City Council") adopted Ordinance No. 3030, which established Redondo Beach Municipal Code ("Municipal Code") section 2-9.1401, creating the Public Art Commission; and,

WHEREAS, Title 10, Chapter 6, Sections 10-6.02, 10-6.03, and 10-6.08 of the Municipal Code reference the "Public Art Commission" and require amendments to reflect the changed name of the Public Art Commission to the "Cultural Arts Commission"; and,

WHEREAS, on May 7, 2024, during its regular meeting, a majority of the City Council voted to direct staff to prepare amendments to the Municipal Code to reflect renaming the "Public Art Commission," to the "Cultural Arts Commission," and adding performing arts to its purview.

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

SECTION 1. AMENDMENT. Title 2, Chapter 9, Article 14, Sections 2-9.1401, 2-9.1403, and 2-9.1404 are hereby amended to read as follows:

§ 2-9.1401 Cultural Arts Commission Created.

There is hereby created the Cultural Arts Commission.

§ 2-9.1403 Powers and Duties.

The Commission shall:

- Act as adviser to the City Council in all matters pertaining to public art in (a) Redondo Beach. Public art in Redondo Beach shall be defined as artworks that are identified through a gift, City purchase, or artist commission, that are displayed in any publicly owned property or right-of-way area including parks, City buildings and facilities, streets, medians, sidewalks, plazas and in any other public location determined by the City Council;
- Make recommendations to the City Council for public art program guidelines, (b) the artistic criteria for public art, the acquisition of public art, artwork RESOLUTION NO. 3278-24 PUBLIC ART COMMISSION RENAMED TO CULTURAL ARTS COMMISSION

PAGE NO. #1

- commissioning and deaccession, the creation of public art infrastructure, and the preservation and maintenance of public art in the City;
- (c) Make recommendations for a prioritized list of public art projects to be considered as part of the City's strategic planning and annual capital project and budgeting processes;
- (d) Stimulate public interest in such public art programs and projects;
- (e) Make recommendations to the City Council related to performing arts events and programs, including, but not limited to, theater, music, film, fine art, literature, poetry; and
- (f) Perform such other duties as from time to time may be assigned to it by the City Council.

§ 2-9.1404 **Meetings.**

Notwithstanding Section 2-9.101 of this Code, the Cultural Arts Commission shall not be required to hold monthly meetings, and instead shall hold a regular meeting at least once every other month and whatever special meetings may be necessary or convenient to dispose of business without delay.

Title 10, Chapter 6, Sections 10-6.02, 10.6-03, and 10-6.08 of the Redondo Beach Municipal Code are hereby amended to read as follows:

§ 10-6.02 Implementation by the Cultural Arts Commission.

The Cultural Arts Commission, as established in Section 2-9.1401 of the Redondo Beach Municipal Code, shall implement the duties established by this chapter.

§ 10-6.03 **Definitions.**

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

"Addition" means an extension or increase in floor area or height of a building or structure.

"Alteration" means any construction or renovation to an existing structure other than repair or addition.

"Artist" means a person who has a reputation among peers as a person of artistic excellence, through a record of exhibitions, public commissions, sale of works, or educational attainment as judged by the reviewing body with final design review authority for the development project.

RESOLUTION NO. 3278-24

PUBLIC ART COMMISSION RENAMED TO CULTURAL ARTS COMMISSION PAGE NO. #2

"Building valuation" for an applicable project shall consist of the dollar amount of all construction permits using the latest Building Valuation Data as set forth by the International Code Council (ICC), unless in the opinion of the Building Official, a different valuation methodology is more appropriate for the particular project. It does not include the cost of the land acquisition and off-site improvement costs.

"Developer" means the person or entity that is financially and legally responsible for the planning, development and construction of any development project covered by this chapter, who may, or may not, be the owner of the subject property.

"Director" means the Community Development Director, or a designee of the Community Development Director or the City Manager.

"Eligible capital improvement project" shall mean any improvement to public property which the City Manager has approved for application of the requirements of this chapter. This term shall not be interpreted to include any improvement for which the source of funding, or any applicable law or regulation, prohibits or restricts the use of funds for the purposes of this chapter.

"Installation date" means the actual date on which the public art is installed on site.

"Maintenance" means to keep in continuance or in a certain state, as of repair.

"Private Development Project" means a project involving the construction of any new residential (three units or more), commercial building (including office and retail uses), industrial or light industrial uses, or any mixed-use project, the construction of new tenant improvements in any shell building, an addition to an existing building, or the rehabilitation, renovation, remodeling or tenant improvement of an existing building, and having a building valuation, as defined in this chapter, of Two Hundred Fifty Thousand and no/100ths (\$250,000.00) Dollars or more. For the purposes of calculation of the public art contribution for a mixed-use project, the building valuation shall be calculated based on the nonresidential portion of the project only. To the extent that all or some portion of the new construction includes one or more of the six "exclusion items" identified below, those portions of the project shall be excluded from the definition of "Private development project"; thus, those portions of construction shall not be subject to the requirements of this chapter:

- (1) Repair or reconstruction of structures which have been damaged by fire, flood, wind, earthquake or other calamity;
- (2) Historic preservation or restoration;
- (3) Seismic retrofit or flood protection projects work items:

- **(4)** Fire sprinkler installation work items as defined by Section **9-1.05** of the Redondo Beach Municipal Code;
- (5) Any alteration, maintenance or repair of an existing structure, or equipment, that does not result in an addition (i.e. does not result in an extension, expansion or increase in the floor area or height of the existing structure). Notwithstanding this exclusion, construction of new tenant improvements in any shell building shall be within the definition of "development project";
- (6) Solar (photovoltaic) system applications.

"Public art" means an original work of a permanent nature in any variety of media produced by an artist which may include sculpture, murals, photography and original works of graphic art, water features, neon, glass, mosaics, or any combination of forms of media, furnishing or fixtures permanently affixed to the building or its grounds, or a combination thereof, and may include architectural features of the building such as decorative handrails, stained glass and other functional features which have been enhanced to be visually appealing. City commissioned public art may also include pieces as identified above which may be moved from time to time as a gallery collection and placed in public buildings such as City Hall, the libraries and other publicly accessible facilities.

Public art does not include the following:

- (1) Art objects that are mass produced of standard design such as playground equipment, benches, statuary objects or fountains;
- (2) Decorative or functional elements or architectural details, which are designed solely by the building architect as opposed to an artist commissioned for this purpose working individually or in collaboration with the building architect;
- (3) Landscape architecture and landscape gardening except where these elements are designed by the artist and are an integral part of the work of art by the artist;
- **(4)** Directional elements such as super graphics, signage as defined in the Redondo Beach Municipal Code Section 10-2.1800, or color coding except where these elements are integral parts of the original work of art or executed by artists in unique or limited editions;
- (5) Interpretive programs;
- **(6)** Reproductions, by mechanical or other means, of original works of art, except in cases of film, video, photography, print making, or other media arts, specifically commissioned by the City;
- (7) Services or utilities necessary to operate or maintain the artwork over time;

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PUBLIC ART COMMISSION RENAMED TO CULTURAL ARTS COMMISSION
PAGE NO. #4

- (8) Existing works of art offered for sale or donation to the City which do not have an established and recognized significance in the field of public art as determined by qualified arts professionals and art appraisers and ultimately as judged by the Cultural Arts Commission or City Council;
- (9) Works of art which are not visible to the public;
- (10) Works of art which cannot be reasonably maintained within the resources allocated by the City of Redondo Beach;
- (11) Logos or corporate identity.

"Cultural Arts Commission" means the City Commission established under Section 2-9.1401 of the Redondo Beach Municipal Code.

"Public art contribution" means the dollar amount equal to 1% of the building valuation of a development project with a building valuation of at least Two Hundred Fifty Thousand and no/100ths (\$250,000.00) Dollars, covered by this chapter. In the case of a mixed-use project, the dollar amount shall be equal to the cost of 1% of the building valuation of at least Two Hundred Fifty Thousand and no/100ths (\$250,000.00) Dollars of the nonresidential component of that development project.

"Public Art Fund" means a fund established and maintained by the City of Redondo Beach for the purpose of funding public art and the maintenance of public art consistent with the public art master plan.

"Public art master plan" means a plan developed by the City and approved by the City Council which identifies locations on public property such as public rights-of-way and public parks which would be acceptable for the placement of public art pieces, and additionally identifies funding priorities and criteria for accounting and expenditures of the accumulated Public Art Fund. The plan shall be developed in conjunction with the Cultural Arts Commission.

"Public place" Means any exterior area on public or private property which is clearly visible to the general public. If located on private property, the area must be clearly visible from adjacent public property such as a street or other public thoroughfare, sidewalk, or path.

"Remodel." See "Alteration."

"Repair" means the reconstruction or renewal of any part of an existing building for the purpose of its maintenance.

"Reviewing body" means a review in a public forum by official bodies of the City of Redondo Beach including, but not limited to, the Harbor, Public Art and Planning Commissions, as well as the City Council.

RESOLUTION NO. 3278-24 PUBLIC ART COMMISSION RENAMED TO CULTURAL ARTS COMMISSION PAGE NO. #5

"Solar photovoltaic system" means the total components and subsystems that, in combination, convert solar energy into electric energy suitable for connection to a utilization load.

§ 10-6.08 Administrative Polices and Program Guidelines.

The City Manager is authorized to establish and maintain written administrative policies as program guidelines, which shall implement the requirements of this chapter. A copy of the program guidelines shall be maintained in the office of the City Clerk. The program guidelines shall be approved by the City Manager, based on the recommendation of the Community Development Director, and subject to the review and approval as to form by the City Attorney. The program guidelines may include, but are not limited to, the following elements: consistency with General Plan Design policies and Specific Plan Design policies, consistency with applicable Design Guidelines adopted by the City Council, standards for eligible public art works, media and materials in public art, standards for placement and site selection of public art, standards for placement of public art on both public and private development sites, role and procedures of the Cultural Arts Commission, art selection process, art selection standards and criteria, maintenance and conservation of public art works, staffing and administration of the public arts program, public art collection review and removal, and catalog and inventory procedures for the collection of art installed under this chapter.

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

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

SECTION 4. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall be published in the official newspaper of said City, and the same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED, AND ADOPTED this 1st day of October, 2024.

DocuSigned by:

6BC0853B8F644F1...

James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

Michael W. Webb

Michael W. Webb, City Attorney

-DocuSigned by:
Cleanor Manyano

-72F2AC716C214CF

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Ordinance No. 3278-24 was introduced at a regular meeting of the City Council held on the 17th day of July, 2024 and approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 1st day of October, 2024, and there after signed and approved by the Mayor and attested by the City Clerk, and that said ordinance was adopted by the following vote:

AYES: NEHRENHEIM, KALUDEROVIC, OBAGI, JR., BEHRENDT

NOES: LOEWENSTEIN

ABSENT: NONE

ABSTAIN: NONE

DocuSigned by:

Eleanor Manzano

-72F2AC716C214CF..

Eleanor Manzano, CMC City Clerk



Administrative Report

J.2., File # 25-1073 Meeting Date: 7/23/2025

To: CULTURAL ARTS COMMISSION

From: JACK MEYER, CULTURAL ARTS MANAGER

TITLE

UPDATE ON ARTESIA PUBLIC ART PROJECT BY PUBLIC ART CONSULTANT LEBASSE PROJECTS

BACKGROUND

The City of Redondo Beach has long recognized the potential of Artesia Boulevard as a key commercial and cultural corridor. On December 8, 2020, the City Council approved the Artesia & Aviation Corridors Area Plan(AACAP), which strongly promotes public art as a tool to foster place identity, pedestrian activation and cultural vitality.

The City Council reaffirmed this direction through its May 2023 Strategic Plan, which emphasized creative placemaking and specifically requested exploration of a public art archway. On January 17, 2023, the City Council directed staff to broaden the project scope to include comprehensive public art installations along the entire Artesia corridor. On January 9, 2024, the Council approved a \$400,000 allocation (later increased to \$450,000) from the John Parsons Public Art Fund and approved retaining a public art consultant, with an expense cap of 10% of the total project amount. To support this process, the City followed guidelines established by Redondo Beach Municipal Code (RMBC) Section 2-6.09, which permits consultant selection based on qualifications rather than cost alone.

After an exhaustive selection process, with input from the former Public Art Commission (now renamed the Cultural Art Commission) and a staff panel, including representatives from the Community Services Department, Public Works, and Waterfront & Economic Development Departments, LeBasse Projects was selected on the strength of their portfolio, local contextual understanding, and proposed collaborative approach. On May 13, 2025, the City Council approved a contract with LeBasse Projects to develop a 3-year Public Art Plan for Artesia Boulevard between the rail crossing east of Inglewood Avenue and the City boundary at Aviation Boulevard.

ATTACHMENTS

Agreement with LBC Consulting LLC

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND LBP CONSULTING, LLC

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and LBP Consulting, LLC, a California limited liability company ("Consultant" or "Contractor").

The parties hereby agree as follows:

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

* * * * *

GENERAL PROVISIONS

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

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

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

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

this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.

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

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

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged

buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

- 20. <u>Subcontractors</u>. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
- 21. <u>Integration</u>. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
- 22. <u>Amendment</u>. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
- 23. <u>Conflicting Provisions</u>. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
- 24. <u>Non-Exclusivity</u>. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
- 25. <u>Exhibits</u>. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
- 26. <u>Time of Essence</u>. Time is of the essence of this Agreement.
- 27. <u>Confidentiality</u>. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
- 28. <u>Third Parties</u>. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

- 29. <u>Governing Law and Venue</u>. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
- 30. <u>Attorneys' Fees</u>. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
- 31. <u>Claims</u>. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
- 32. <u>Interpretation</u>. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
- 33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
- 34. <u>Severance</u>. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- 35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.

36. <u>Waiver</u>. 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 $13^{\rm th}$ day of May, 2025.

CITY OF REDONDO BEACH, a chartered municipal corporation	LBP Consulting, LLC, a California limited liability company
Docusigned by: Social Control Contr	By: By: Box L. Basse D269BC9A842D485 Beau K. Basse Title: Owner
ATTEST:	APPROVED:
Cleanor Manyano 72F2AC716C214CF Eleanor Manzano, City Clerk	Diane Strickfaden Diane Strickfaden, Risk Manager
APPROVED AS TO FORM:	
Signed by: A5A27AAE40834DE Joy A. Ford, City Attorney	

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. DEFINITIONS

- A. **Placemaking:** The process of creating and enhancing spaces to promote community engagement, social interaction and a sense of place. It is a collaborative, community-based approach that involves the design, activation and management of spaces to reflect the unique character and identity of a community.
- B. **Placekeeping:** The practice of preserving and maintaining social, cultural and environmental assets of a place. Placekeeping protects the unique character of a place through strategies such as environmental conservation, the promotion of local businesses, and the celebration of cultural traditions.
- C. Site: The section of Artesia Boulevard that runs from the transportation easement (rail line) east of Inglewood Avenue to the western City boundary at Aviation Boulevard. It occupies a strategic location in North Redondo Beach and presents an opportunity to become a robust, pedestrian-oriented community hub.
- D. **Part 1:** Consultant shall identify and recommend public art projects that can be accomplished with the currently appropriated amount of four hundred fifty thousand dollars (\$450,000), including up to \$45,000 for Consultant's compensation. These recommendations shall align with the City's goals of the Site and available funding.
- E. **Part 2:** Consultant shall identify and recommend additional public art projects that can be accomplished with an additional five hundred fifty thousand dollars (\$550,000), potentially including up to \$55,000 for Consultant's compensation. Projects in Part 2 may expand upon, enhance, or introduce new public art projects beyond those identified in Part 1.

II. CONSULTANT'S DUTIES

Consultant shall develop a Comprehensive Public Art Placemaking and Placekeeping Plan (the "Plan") for the potential installation of at least three (3) public art projects at the Site, ensuring alignment with the recommendations set forth in the Artesia Aviation Corridor Area Plan ("AACP").

A. Task 1: SWOT Analysis and First Drafts of Plan

Consultant shall:

- 1. Engage and collaborate with key decision-makers and stakeholders to understand expectations for the public art projects, with a budget ranging from \$450,000 to \$1,000,000.
- 2. Conduct a review of existing public art, Placemaking and Placekeeping assets along the Site. This assessment shall evaluate their ability to reflect the unique character and identity of the Site and its surrounding neighborhoods.
- 3. Prepare at least two drafts of the Plan and present it to the City Council for discussion and approval.
- 4. Provide the following deliverables:
 - a. Perform a Strengths, Weaknesses, Opportunities, Threats ("SWOT") analysis of public art Placemaking and Placekeeping along the Site to include the following:
 - i. A database of area businesses, residents and other stakeholders.
 - ii. Engagement and collaboration with key decision-makers and stakeholders, including but not limited to:
 - (a) The North Redondo Beach Business Association
 - (b) Council Districts 3, 4 and 5
 - (c) The Cultural Arts Commission (formerly the Public Art Commission)
 - (d) Relevant City staff
 - iii. Documentation of all existing public art, Placemaking, Placekeeping, and other relevant initiatives along the Site, including but not limited to, maps, photographs, interviews, and the database in the "Strengths" and 'Weaknesses" portions of the SWOT analysis.
 - iv. Descriptions and images from other cities of the untried ways of integrating public art into the Site, including but not limited to:
 - (a) Public-private partnerships, preferably within the Southern California Edison ("SCE") owned pathways extending both north and south from Artesia Boulevard between Feltan lane and Phelan Lane.
 - (b) Grants and other publicly-supported programs for businesses to install storefront murals and sculptures.
 - (c) Temporary art installations in the medians or along the sidewalks, such as programs similar to El Paseo or ART2C on Havana.
 - (d) Permanent art installations in public spaces, including but not limited to, the medians, sidewalks, light installations, benches, mass transit/ride share shelters, poles/signage,

trash receptacles, planters, bollards, bicycle racks, and pet stations.

- Develop a list of priority areas and locations for public art projects in collaboration with City staff. Select priority areas based on the analysis of existing assets, identified gaps, best practices, and the regulatory framework.
- 6. Refine goals for future public art, Placemaking and Placekeeping along the Site in alignment with the recommendations in the AACAP and any new City Council-approved plans, guidelines, or regulations.
- 7. Maintain ongoing engagement and collaboration with key stakeholder and decision-makers.
- 8. Prepare a "First Draft" of the Plan, which shall include the following:
 - a. A summary of community input and SWOT Analysis.
 - b. A description of the processes that Consultant will use to recruit and select artists and artworks for the public art projects.
- 9. Host at least one community meeting to collect input on the First Draft of the Plan.
- 10. Prepare a presentation of the Plan, including best practices, identifying successful public art, Placemaking, and Placekeeping initiatives from comparable urban areas that could be adapted for implementation at the Site. Present and facilitate a discussion of the Plan and gather community input at least one Cultural Arts Commission meeting.
- 11. Prepare a "Second Draft" of the Plan for City staff review.
- 12. Present the "Final" Plan at a City Council meeting for its approval.

B. Task 2: Selection of Artists and Artworks

Consultant shall:

- Manage the processes as set forth in the Plan for the recruitment and selection of public artists and artworks to be commissioned for the public art projects.
- 2. Provide the following deliverables:
 - a. Make recommendations to the Cultural Arts Commission for its review and approval, including the following:

- i. Criteria for artist selection, including but not limited to, skills, experience, and diversity
- ii. Specific individuals to serve on a Community Panel to serve as the first level of review for selecting artists and ultimately public art projects for the Site. For example:
 - (a) One City Council Member
 - (b) Two Cultural Arts Commissioners
 - (c) One North Redondo Business Association Board Member
 - (d) Two business owners (one from the west side and one from the east side)
 - (e) Two area residents
 - (f) Two area artists (who will not be competing for commissions)
- b. Develop and present a Request for Qualifications ("RFQ") to the Community Panel and the Cultural Arts Commission for their review and recommendations. The RFQ shall establish a pool of artists with the necessary skills and experience to create artwork for the public art projects.
- c. Lead the Community Panel in the review of RFQ submissions and the its recommendations of finalists to the Cultural Arts Commission.
- d. Lead the Cultural Arts Commission in the following:
 - i. A review of submissions from the RFQ and the recommendations from the Community Panel.
 - ii. Selection of finalists to be invited to compete for commissions.
 - iii. Review and approval of a Call for Proposals to facilitate the selection of artists to be commissioned to create artwork for the public art projects.

C. Task 3: Installation of a Minimum of Three Artworks

Consultant shall:

- 1. Manage the installation and dedication of a minimum of three (3) public art projects for the Site, which shall not exceed the total cost of \$400,000.
- 2. Provide the following deliverables:
 - a. Lead the Community Panel in the review of proposals from the selected artists and the development of recommendations for the Cultural Arts Commission.
 - b. Lead the Cultural Arts Commission in the review of proposals from the selected artists and the recommendations from the Community Panel, supporting the development of recommendations for City Council.
 - c. Develop and present to City Council for its review and approval, the following:
 - i. The results of the recommendations from both the Community Panel and the Cultural Arts Commission.

- ii. A map or other visual representation of the recommended locations and commissions for both Part 1 and Part 2 with relevant context and renderings or other visuals for each recommended public art project along the Site.
- iii. An implementation timeline for Part 1, prioritizing the order of projects.
- d. Host at least one community meeting and present at a senior staff meeting.
- e. Assist the artists in ensuring their proposals meet all required approvals and include all necessary expenses in their budgets.
- f. Coordinate with City staff to execute agreements with all of the selected artists and facilitate any additional procedures requiring City Council approval.
- g. Identify and complete initial approvals required by the City or other agencies for each public art site.
- h. Prepare or subcontract the submission of maintenance reports for each project.
- i. Collaborate with artists, fabricators, and relevant parties to ensure that artworks are installed successfully and within budget.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM: The term of this Agreement shall commence on May 14, 2025 and expire on December 31, 2027 ("Term"), unless otherwise terminated as herein provided. The Term extends beyond the final task completion date to allow for administrative closeout activities, including final invoicing, reporting, and other related obligations.

Consultant shall complete the tasks in accordance with the following schedule:

Task	Completion Date
Task 1: SWOT Analysis and First Drafts of Plan	December 31, 2025
Task 2: Selection of Artists and Artworks	July 31, 2026
Task 3: Installation of a Minimum of Three Artworks	July 31, 2027

EXHIBIT "C"

COMPENSATION

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

I. **AMOUNT:** Consultant shall be compensated in accordance with the schedule set forth below. The total compensation for the Project shall not exceed \$45,000, inclusive of all materials, labor, incidental expenses, and overhead costs. Payments shall be made based on the completion and approval of the tasks outlined in Exhibit "A".

Phase	Milestone	Description	Amount	
Task 1: SWOT Analysis and First Drafts of Plan		Initial consultations, project research, SWOT analysis, stakeholder engagement, and first drafts.	\$16,000	
	Milestone 1	Execution of Contract & Initial Research (Engage stakeholders, conduct SWOT analysis, begin asset review)	\$5,000	
	Milestone 2	SWOT Analysis & First Drafts of Plan (Prepare initial drafts and present to City Council)	\$4,000	
	Milestone 3	Community Engagement & Draft Refinement (Host meetings, gather feedback, refine plan)	\$3,500	
	Milestone 4	Finalization of Draft & City Council Presentation (Prepare second draft, finalize for approval)	\$3,500	
Task 2: Selection of Artists and Artworks		Artist selection, RFQ process, community panels, and design review.	\$15,000	
	Milestone 5	Artist Selection & RFQ Development (Develop RFQ, select panel, initial reviews)	\$4,000	
	Milestone 6	Community Panel & Selection Process (Facilitate artist selection and proposal review)	\$4,000	
	Milestone 7	Approval & Commissioning Process (Finalize artist selection, execute agreements)	\$3,500	
	Milestone 8	Public Engagement & Design Review (Engage stakeholders, review designs, prep for installations)		
Task 3: Installation of a Minimum of Three Artworks		Overseeing final production, installation, and project completion.		
	Milestone 9	Site Approvals & Initial Preparations (Secure necessary permits and approvals)	\$4,000	
	Milestone 10	Artwork Fabrication & Pre-Installation Work (Oversee fabrication and budget compliance)	\$4,000	
	Milestone 11	Installation & Community Presentation (Supervise installations, final artist coordination)	\$4,000	

Phase	Milestone	Description	Amount
	Milestone 12	Project Close-Out & Final Reporting (Finalize documentation, host final event)	\$2,000
Total Budget			\$45,000

- II. **METHOD OF PAYMENT:** Consultant shall submit invoices upon completion and City approval of each milestone as outlined in Section I of this Exhibit "C". Invoices must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City. Consultant may be required to provide additional back-up documentation upon request. All invoices shall include:
 - A. A description of the services performed.
 - B. The dates of service.
 - C. The corresponding task number and percentage of task completion.
 - D. Subcontractor invoices, if applicable.
- III. **SCHEDULE FOR PAYMENT:** City agrees to pay Consultant within thirty (30) days following the City's receipt of the invoice, provided that the City has approved the completed deliverables for the corresponding milestone.

City will pay in accordance with the following milestone-based schedule:

Milestone	Description	Amount
Milestone 1	Execution of Contract & Initial Research (Engage stakeholders, conduct SWOT analysis, begin asset review)	\$5,000
Milestone 2	SWOT Analysis & First Drafts of Plan (Prepare initial drafts and present to City Council)	\$4,000
Milestone 3	Community Engagement & Draft Refinement (Host meetings, gather feedback, refine plan)	\$3,500
Milestone 4	Finalization of Draft & City Council Presentation (Prepare second draft, finalize for approval)	\$3,500
Milestone 5	Artist Selection & RFQ Development (Develop RFQ, select panel, initial reviews)	\$4,000
Milestone 6	Community Panel & Selection Process (Facilitate artist selection and proposal review)	\$4,000
Milestone 7	Approval & Commissioning Process (Finalize artist selection, execute agreements)	\$3,500
Milestone 8	Public Engagement & Design Review (Engage stakeholders, review designs, prep for installations)	\$3,500
Milestone 9	Site Approvals & Initial Preparations (Secure necessary permits and approvals)	\$4,000

Milestone	Description	Amount			
Milestone 10	Artwork Fabrication & Pre-Installation Work (Oversee fabrication and budget compliance)	\$4,000			
Milestone 11	Installation & Community Presentation (Supervise installations, final artist coordination)	\$4,000			
Milestone 12	Project Close-Out & Final Reporting (Finalize documentation, host final event)	\$2,000			
Total Not to Exceed Amount					

IV. NOTICE: Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Consultant: LBP Consulting, LLC

Attn: Beau Basse, CEO/President

2525 Hyperion Ave Ste 3. Los Angeles, CA 90027

Email: beau@lebasseprojects.com

<u>City</u>: City of Redondo Beach

Community Service Department

1922 Artesia Boulevard Redondo Beach, CA 90278 Attention: Elizabeth Hause

Email: elizabeth.hause@redondo.org

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

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/24/2025

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

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

this certificate does not comer rights to the certificate noider in fleu of such endorsement(s).						
PRODUCER		CONTACT NAME:				
BIBERK		PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-6	54-3613			
P.O. Box 113247 Stamford, CT 06911		E-MAIL ADDRESS: customerservice@biBERK.com				
Starriord, CT 00911		INSURER(S) AFFORDING COVERAGE	NAIC#			
		INSURER A: National Liability & Fire Insurance Company	20052			
INSURED		INSURER B:				
LBP Consulting, LLC		INSURER C:				
2525 Hyperion Ave. Suite 3		INSURER D:				
Los Angeles, CA 90027		INSURER E:				
		INSURER F:				
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:				

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

INSR LTR		TYPE OF INSURANCE			SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
		COMMERCIAL GENERAL LIABILITY	•						EACH OCCURRENCE	\$
		CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
									MED EXP (Any one person)	\$
									PERSONAL & ADV INJURY	\$
	GE	N'L AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE	\$
		POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	\$
		OTHER:								\$
	AU.	TOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO							BODILY INJURY (Per person)	\$
		OWNED SCHEDULE AUTOS	_						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNE AUTOS ONLY AUTOS ONI							PROPERTY DAMAGE (Per accident)	\$
										\$
		UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS	-MADE						AGGREGATE	\$
		DED RETENTION \$								\$
		RKERS COMPENSATION DEMPLOYERS' LIABILITY							PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	Y/N	N/A					E.L. EACH ACCIDENT	\$
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		ш	N, A					E.L. DISEASE - EA EMPLOYEE	\$
	If ye DES	s, describe under SCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$
Α	Pr Oı	rofessional Liability (Errors missions): Claims-Made	&			N9PL912683	03/31/2025	03/31/2026	Per Occurrence/ Aggregate	\$3,000,000/ \$3,000,000
DESC	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									

CERTIFICATE HOLDER

CERTIFICATE HOLDER

CANCELLATION

CITY OF REDONDO BEACH, its officers, elected and appointed officials, employees and volunteers 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

afeal 64/2

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/2025

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

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

PRODUCER Enterprise Insurance Services	CONTACT NAME:	David Montoya		
1801 S La Cienega Blvd., Suite 201	PHONE (A/C, No, Ext):	(813)448-9222	FAX (A/C, No): (310)3	82-2196
Los Angeles, CA 90035	E-MAIL ADDRESS:	team@weservice.insure		
License #: 0G80275	INSURER(S) AFFORDING COVERAGE			NAIC#
2.00.100 // 0.002.10	INSURER A:	Hartford Underwriters Insurance C	ompany	30104
NSURED	INSURER B:		-	
L B P Consulting,LLC	INSURER C :			
38 Fairway Drive	INSURER D :			
Manhattan Beach, CA 90266	INSURER E :			
	INSURER F ·			

COVERAGES CERTIFICATE NUMBER: 00038102-89725 **REVISION NUMBER: 13**

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	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
A	X	COMMERCIAL GENERAL LIABILITY	INSD	WVD	72 SBM BD1EZL	02/21/2025	02/21/2026	EACH OCCURRENCE DAMAGE TO RENTED	\$	2,000,000
		CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence) MED EXP (Any one person)	\$	1,000,000 10,000
								PERSONAL & ADV INJURY	\$	2,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
	X	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
		OTHER:							\$	
Α	AUT	OMOBILE LIABILITY			72 SBM BD1EZL	02/21/2025	02/21/2026	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	X	UMBRELLA LIAB X OCCUR			72 SBM BD1EZL	02/21/2025	02/21/2026	EACH OCCURRENCE	\$	1,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	1,000,000
		DED RETENTION \$							\$	
		RKERS COMPENSATION EMPLOYERS' LIABILITY Y/N						PER OTH- STATUTE ER		
		PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$	
	(Mar	idatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
Α	EP	LI			72 SBM BD1EZL	02/21/2025	02/21/2026	Aggregate		\$4,000,000
								Each Claim		\$2,000,000

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

10 DAY NOTICE OF CANCELLATION FOR NON-PAY, 30 DAY ALL OTHER

CITY OF REDONDO BEACH, its officers, elected and appointed officials, employees and volunteers NAMED AS ADDITIONAL INSURED FOR GENERAL LIABILITY PER ATTACHED BLANKET ENDORSEMENT FORM

CERTIFICATE HOLDER	CANCELLATION
CITY OF REDONDO BEACH, its officers, elected and appointed officials, employees and volunteers 415 Diamond Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Redondo Beach, CA 90277	AUTHORIZED REPRESENTATIVE
	(DDM)
	© 1988-2015 ACORD CORPORATION. All rights reserved 9



Administrative Report

K.1., File # 25-1074 Meeting Date: 7/23/2025

To: CULTURAL ARTS COMMISSION

From: JACK MEYER, CULTURAL ARTS MANAGER

TITLE

DISCUSSION REGARDING RECOMMENDING TO CITY COUNCIL THAT SOME UNALLOCATED FUNDS FROM JPPAF BE ALLOCATED TO COMMISSIONING A PERMANENT LGBTQIA+ SCULPTURE, AND RECOMMENDING SOME UNSPENT FUNDS CURRENTLY ALLOCATED TO A MURAL AT TRANSIT CENTER BE REALLOCATED TO LILIENTHAL PARK, A VIRTUAL ART MAP AND/OR A COMMUNITY ART CENTER.

EXECUTIVE SUMMARY

Following the City Council's decision to relocate the (currently funded) Gate Wave sculpture from the Transit Center to Gateway Parkette, the Council allocated \$75,000 from the John Parsons Public Art Fund (JPPAF) to the commissioning of a mural on walls at the Transit Center. Subsequently, Public Works informed Community Services that due to condition of the masonry wall proposed, a mural wasn't viable as it would be vulnerable to deterioration from water seeping through the porous masonry.

At the Cultural Art Commission meeting on May 28, 2025, the 5 Commissioners present voted to place a discussion of a possible recommendation to reallocate some or all of those funds towards other currently unfunded projects, namely public art at a proposed Lilienthal Park, a virtual art map and a possible community art center at a location to be determined.

Additionally, the Commissioners present voted to discuss advising City Council to direct additional currently unallocated funds remaining in JPPAF toward the commissioning of a permanent LGBTQIA+ sculpture to be located on Artesia Boulevard in front of the North Branch Library.