

## SECOND AMENDMENT TO THE SERVICES REIMBURSEMENT AGREEMENT

THIS SECOND AMENDMENT TO THE SERVICES REIMBURSEMENT AGREEMENT ("Second Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and SOUTH BAY CENTER SPE, LLC, a Delaware limited liability company ("Forest City").

WHEREAS, effective August 15, 2017, the City and Forest City originally entered into the Services Reimbursement Agreement (the "Agreement") for deployment of City peace officers at the South Bay Galleria ("Galleria"), and partial reimbursement of that specialized deployment by South Bay Center; and

WHEREAS, effective July 1, 2019, the City and Forest City entered into the First Amendment to the Services Reimbursement Agreement (the "First Amendment") to extend the Agreement to June 30, 2021 and provide an auto renewal to June 30, 2022 by letter, and add reimbursement periods for the extended term; and

WHEREAS, on June 16, 2021, the City renewed the Agreement by letter; and

WHEREAS, the parties wish to amend the Agreement.

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

1. **Term.** Section 2 of the Agreement is hereby amended as follows.

The term of this Agreement shall be extended to June 30, 2023 ("Term"), unless otherwise terminated as herein provided. Upon City Manager's recommendation to the Mayor, this Agreement shall be extended for one year subject to the same terms and conditions contained herein. However, no extension shall be effective unless the Mayor provides a written letter authorizing the extension at least fifteen (15) days prior to the expiration of the current term.

2. **Deployment Conditions.** Effective July 1, 2022, Section 3.e of the Agreement is hereby modified, incorporated, and restated in its entirety in this Agreement as follows:

The parties intend **Deployment** of City peace officers at the **Galleria** for an average of thirty hours (30 hours) per week, with two (2) City peace officers scheduled for Fridays and Saturdays. The weekly number of hours may vary depending upon: 1) availability of City peace officers electing to work **Deployment**; 2) normal City police staffing requirements; 3) other agreements between the City and the **Galleria Security Department**; and 4) areas of focus identified cooperatively by Forest City's property manager and the City's Police Chief for peace officers deployed at the Galleria.

3. **Reimbursement.** Effective July 1, 2022, Section 5 of the Agreement is hereby modified, incorporated, and restated in its entirety in this Agreement as follows:

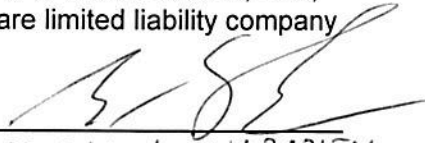
For the Term, **Forest City** shall reimburse the **City** for total **Work Hours** and **Travel Time** of City peace officers performing services at the **Galleria** pursuant to this

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 14<sup>th</sup> day of June, 2022.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

SOUTH BAY CENTER SPE, LLC,  
a Delaware limited liability company

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

By:   
Name: MICHAEL SHAROBIE  
Title: SR GENERAL MANAGER

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

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

**Agreement** in a sum not to exceed Ninety Thousand and 00/100 Dollars (\$90,000) annually, exclusive of any applicable credits, if payment is timely received by the **City** ("**Maximum Reimbursement**"). Reimbursement shall be at the rate of \$90.00 per hour (pro-rated for any time increment of less than an hour) ("**Reimbursement Rate**"). Reimbursement for each period described below (each a "**Reimbursement Period**") shall be the sum obtained by multiplying the total of **Work Hours** and **Travel Time** by the **Reimbursement Rate**, less the amount of time the **City** peace officers are called away from the Galleria by the **City**, further, less a per-period credit of Fifteen thousand and 00/100 Dollars (\$15,000.00), if payment is timely received by the **City**. During the performance of services (July 1, 2022 – June 30, 2023 and in the event of renewal, July 1, 2023 – June 30, 2024), except in the event of non-timely payment (which shall extinguish any City per-period credit), the reimbursement shall not exceed the **Maximum Reimbursement**. The City will invoice **Forest City** after the close of each respective **Reimbursement Period**. Payment of the reimbursement shall be made within 45 days of receipt of invoice.

#### **Reimbursement Periods**

1. July 1, 2022 to December 31, 2022
2. January 1, 2023 to June 30, 2023

In the event the Agreement is renewed in accordance with this section, the following Reimbursement Periods shall apply.

1. July 1, 2023 to December 31, 2023
  2. January 1, 2024 to June 30, 2024
4. **No Other Amendments**. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

*SIGNATURES FOLLOW ON NEXT PAGE*